ORGANIZATIONAL AND CORPORATE DOCUMENT 23

PREAMBLE AND RECITALS

WHEREAS, Nexus Industrial Intelligence, Inc., a Delaware corporation (hereinafter referred to as the "Corporation"), was duly incorporated under the Delaware General Corporation Law on March 15, 2018, with its principal place of business at 2500 Innovation Drive, Wilmington, Delaware 19801;

WHEREAS, the Corporation develops and deploys proprietary artificial intelligence and machine learning solutions for industrial process optimization, as authorized under Section 102 of the Delaware General Corporation Law;

WHEREAS, the Corporation has secured all necessary permits, licenses, and regulatory approvals to conduct its business operations in accordance with applicable federal, state, and local laws;

WHEREAS, the Corporation maintains full compliance with the Securities and Exchange Commission regulations, Delaware corporate governance requirements, and industry-specific standards pertaining to artificial intelligence implementations;

WHEREAS, the Board of Directors, in their fiduciary capacity and exercising reasonable business judgment, has determined it to be in the best interests of the Corporation to establish and memorialize certain organizational and operational protocols;

WHEREAS, the Corporation has developed substantial intellectual property assets, including but not limited to patents, trademarks, trade secrets, and proprietary algorithms, which require proper governance and protection frameworks;

WHEREAS, this Document 23 shall serve to formally document key corporate governance matters, intellectual property rights, and operational frameworks, in accordance with Section 141(a) of the Delaware General Corporation Law and the Corporation's Bylaws; and

WHEREAS, all prior corporate actions and resolutions leading to this document have been properly authorized and executed.

NOW, THEREFORE, the Corporation hereby adopts and establishes the following:

DEFINITIONS AND INTERPRETATIONS

1.1 Defined Terms. For purposes of this Document 23, the following terms shall have the meanings specified below:

"Artificial Intelligence Systems" means the Corporation's proprietary machine learning algorithms, neural networks, and computational models that enable automated decision-making and process optimization, including supervised and unsupervised learning systems, deep learning architectures, and reinforcement learning mechanisms deployed across industrial applications.

"NexusCore™ Platform" means the Corporation's flagship enterprise software suite that incorporates computer vision, machine learning, predictive analytics, and process optimization capabilities, including all associated modules, APIs, and integration components, together with any updates, modifications, enhancements, derivative works, and successor versions thereof.

"Industrial IoT Integration" means the technical specifications, protocols, and interfaces enabling the NexusCore™ Platform to interact with industrial control systems, sensors, and operational technology infrastructure, including but not limited to MQTT protocols, OPC-UA implementations, and industrial ethernet configurations.

"Proprietary Technology" means all software, algorithms, methodologies, architectures, databases, and technical implementations developed by the Corporation, including but not limited to: (a) Computer vision systems for industrial inspection and quality control; (b) Machine learning models for predictive maintenance; (c) Edge computing frameworks for real-time analytics; (d) Process optimization algorithms for manufacturing operations; (e) Distributed computing architectures for industrial applications; (f) Data preprocessing and feature extraction methodologies; and (g) Custom neural network architectures and training procedures.

"Technical Documentation" means all specifications, manuals, guides, training materials, and other documentation related to the implementation, operation, and maintenance of the Corporation's systems, whether in electronic or physical form.

"Deployment Environment" means the hardware, software, network infrastructure, and operational conditions under which the Corporation's systems are implemented and operated.

"Model Training Data" means any data, datasets, or information used to train, validate, or test the Corporation's machine learning models and artificial intelligence systems.

"System Output" means any results, recommendations, predictions, or analyses generated by the Corporation's artificial intelligence systems or NexusCore™ Platform.

1.2 Interpretation. In this Document 23: (a) Section headings are for convenience only and shall not affect interpretation; (b) Words importing the singular include the plural and vice versa; (c) References to Sections are to Sections of this Document 23; (d) "Including" means "including without limitation"; (e) References to algorithms or computational methods include their implementations in any programming language or framework; (f) Technical terms shall be interpreted according to their generally accepted meaning within the artificial intelligence and industrial automation industries; (g) References to data include both structured and unstructured information in any format or medium; (h) References to integration include both

hardware and software interfaces; (i) Time-based references shall be interpreted according to the time zone of the Corporation's primary operating location; (j) References to systems include all components, subsystems, and associated infrastructure.

1.3 Precedence. In the event of any conflict or inconsistency between defined terms, the more specific definition shall take precedence over the more general definition.

CORPORATE STRUCTURE AND GOVERNANCE

3.1 Board of Directors

(a) Composition. The Board shall consist of seven (7) directors, including: (i) Two (2) Founder Directors; (ii) Three (3) Investor Directors; and (iii) Two (2) Independent Directors.

(b) Director Terms and Removal (i) Founder Directors shall serve indefinite terms until resignation or removal (ii) Investor Directors shall serve two-year terms with possibility of reappointment (iii) Independent Directors shall serve three-year staggered terms (iv) Any director may be removed by written consent of holders of 75% of voting shares (v) Vacancies shall be filled according to the designation rights of the applicable class

(c) Board Meetings (i) Regular meetings shall be held quarterly at the Corporation's principal office (ii) Special meetings may be called by any two directors with 48 hours notice (iii) Quorum requires presence of at least one Founder Director and two Investor Directors (iv) Remote participation via video conference is permitted (v) Written consents must be unanimous to be effective

3.2 Officers and Management

(a) Required Officers. The Corporation shall maintain the following officer positions: (i) Chief Executive Officer (ii) Chief Technology Officer (iii) Chief Financial Officer (iv) Chief AI Officer (v) Such other officers as the Board may designate

(b) Current Officers. The following individuals currently serve as officers: (i) Dr. Sarah Chen - Chief Executive Officer (ii) Michael Roberts - Chief Technology Officer (iii) David Kumar - Chief Financial Officer (iv) Dr. James Wilson - Chief AI Officer

(c) Officer Duties and Authority (i) CEO shall have general supervision over business operations and strategy (ii) CTO shall oversee all technical development and engineering functions (iii) CFO shall manage financial operations, reporting, and compliance (iv) Chief AI Officer shall direct artificial intelligence initiatives (v) Officers may delegate duties but retain ultimate responsibility

(d) Officer Appointment and Removal (i) Officers serve at the pleasure of the Board (ii) Appointment requires majority Board approval (iii) Removal requires majority Board approval (iv) Officers may resign upon 30 days written notice (v) Temporary officers may be appointed during vacancies

3.3 Series C Investor Rights

(a) Protective Provisions. The following actions require approval of holders of at least 66% of the Series C Preferred Stock: (i) Sale or merger of the Corporation (ii) Creation of senior securities (iii) Material changes to the NexusCore™ Platform (iv) Annual budget approval (v) Issuance of additional equity exceeding $10 million (vi) Material intellectual property transactions (vii) Changes to officer compensation exceeding 15% annually (viii) Incurrence of debt exceeding $5 million

(b) Information Rights. Series C investors shall receive: (i) Quarterly financial statements (ii) Annual operating plans (iii) Technology development roadmaps (iv) Monthly KPI dashboards (v) Material corporate communications (vi) Access to management upon reasonable notice

(c) Board Observer Rights (i) Series C investors may designate two non-voting observers (ii) Observers may attend all Board meetings (iii) Observers shall maintain strict confidentiality (iv) Corporation may exclude observers from sensitive discussions (v) Observer rights terminate upon Series C conversion

3.4 Committees

(a) Standing Committees (i) Audit Committee shall oversee financial reporting and controls (ii) Compensation Committee shall review officer compensation (iii) Technology Committee shall monitor product development (iv) AI Ethics Committee shall ensure responsible AI practices

(b) Committee Composition (i) Each committee shall have at least three members (ii) Independent Directors must chair Audit and Compensation Committees (iii) Founder Director must serve on Technology Committee (iv) Series C observer may attend committee meetings (v) Committee appointments require Board approval

INTELLECTUAL PROPERTY PROTECTION

4.1 Ownership of Intellectual Property

(a) The Corporation shall own all right, title, and interest in: (i) The NexusCore™ Platform (ii) All Artificial Intelligence Systems (iii) All improvements and derivatives thereof (iv) All associated intellectual property rights (v) Any machine learning models trained using Corporation data (vi) All software code, algorithms, and computational methods (vii) User interface designs and system architectures (viii) Documentation, technical specifications, and training materials

(b) Employee and Contractor Innovations: (i) All intellectual property created during employment or engagement (ii) Innovations related to Corporation's business or research (iii) Developments utilizing Corporation resources or information (iv) Improvements to existing Corporation technology

4.2 Protection Measures

(a) Patent Strategy. The Corporation shall maintain an active patent portfolio covering: (i) Core AI/ML algorithms and methodologies (ii) Industrial process optimization methods (iii) Computer vision systems and applications (iv) Edge computing architectures and implementations (v) Data preprocessing and feature extraction techniques (vi) System integration methods and interfaces (vii) Hardware-software interaction protocols (viii) Novel industrial automation solutions

(b) Trade Secret Protection. The Corporation shall implement: (i) Employee confidentiality agreements (ii) Information security protocols (iii) Access control systems (iv) Data encryption standards (v) Regular security audits and compliance reviews (vi) Visitor management and facility security measures (vii) Document classification and handling procedures (viii) Employee training and awareness programs

(c) Trademark Protection: (i) Registration of all product names and logos (ii) Regular monitoring for infringement (iii) Enforcement against unauthorized use (iv) Brand usage guidelines and compliance

4.3 Licensing Framework

(a) The Corporation may license the NexusCore™ Platform pursuant to: (i) Enterprise license agreements (ii) SaaS subscription agreements (iii) API access agreements (iv) Research and development licenses (v) Original equipment manufacturer (OEM) agreements (vi) System integrator partnerships

(b) All licenses shall include: (i) Usage restrictions and limitations (ii) IP ownership provisions (iii) Confidentiality requirements (iv) Technical support terms (v) Service level agreements (vi) Warranty and liability provisions (vii) Termination conditions (viii) Data handling requirements

4.4 Enforcement and Monitoring

(a) The Corporation shall maintain: (i) Regular IP portfolio audits (ii) Market surveillance programs (iii) Competitor analysis systems (iv) Infringement detection mechanisms

(b) Enforcement Actions: (i) Cease and desist procedures (ii) Litigation strategy guidelines (iii) Settlement parameters (iv) Alternative dispute resolution protocols

4.5 International Protection

(a) Global IP Protection Strategy: (i) International patent filings (ii) Regional trademark registrations (iii) Cross-border enforcement mechanisms (iv) Country-specific compliance measures

(b) International Agreements: (i) Technology transfer controls (ii) Export compliance procedures (iii) Local law adherence protocols (iv) International licensing standards

IN WITNESS WHEREOF, the Corporation has caused this Document 23 to be executed as of January 15, 2024.

NEXUS INDUSTRIAL INTELLIGENCE, INC.

By: _____ Name: Dr. Sarah Chen Title: Chief Executive Officer

ATTEST:

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Corporate Secretary

EXHIBITS

Exhibit A: Current Board of Directors Roster Exhibit B: Series C Investor Rights Schedule Exhibit C: Patent Portfolio Summary Exhibit D: Technical Architecture Specifications

APPENDICES

Appendix 1: NexusCore™ Platform Technical Documentation Appendix 2: Information Security Protocols Appendix 3: Corporate Governance Guidelines