

ORGANIZATIONAL AND CORPORATE DOCUMENT 14

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 ("DGCL") 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, including computer vision systems, predictive maintenance algorithms, and quality control technologies (collectively, the "Technology");

WHEREAS, the Corporation's Technology encompasses advanced neural networks, deep learning frameworks, and distributed computing architectures, all developed in accordance with applicable federal and state regulations governing artificial intelligence implementations in industrial settings;

WHEREAS, pursuant to Section 102 of the DGCL and the Corporation's Certificate of Incorporation, the Board of Directors (the "Board") has determined it necessary and advisable to establish comprehensive organizational and governance frameworks to support the Corporation's continued growth and technological innovation;

WHEREAS, the Corporation has secured necessary intellectual property protections, including patents, trademarks, and trade secrets, relating to its Technology, and has established robust compliance protocols for data privacy, cybersecurity, and industrial safety standards;

WHEREAS, the Board, acting in accordance with its fiduciary duties under Delaware law, has reviewed and approved the Corporation's strategic initiatives, risk management protocols, and operational frameworks;

NOW, THEREFORE, this Organizational and Corporate Document (this "Document") is hereby adopted and established as of January 15, 2024 (the "Effective Date").

DEFINITIONS AND INTERPRETATIONS

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

"AI Systems" means the Corporation's artificial intelligence and machine learning algorithms, neural networks, and computational models, including all associated training data, parameters,

weights, optimization methods, inference engines, and deployment configurations, whether implemented in production or development environments.

"NexusCore™ Platform" means the Corporation's enterprise software suite that integrates computer vision, machine learning, predictive analytics, and process optimization capabilities, including all modules, components, updates, patches, extensions, APIs, user interfaces, documentation, and associated services, whether deployed on-premises or in cloud environments.

"Industrial IoT Integration" means the technological infrastructure and protocols enabling communication between the NexusCore™ Platform and industrial control systems, sensors, and connected devices, including but not limited to SCADA systems, PLCs, edge computing devices, gateway protocols, data acquisition systems, and real-time monitoring solutions.

"Intellectual Property" means all patents, copyrights, trade secrets, trademarks, know-how, and other proprietary rights relating to the Technology, including pending applications, continuations, divisionals, reissues, renewals, and extensions thereof, whether registered or unregistered in any jurisdiction worldwide.

"Technology Stack" means the complete set of software components, hardware interfaces, development frameworks, and technical specifications that comprise the Corporation's proprietary systems, including third-party integrations and licensed components.

"Derivative Works" means any modification, enhancement, improvement, translation, transformation, adaptation or derivative work developed from or incorporating any portion of the Corporation's Technology, regardless of the form or medium of expression.

"Confidential Information" means any proprietary technical, business, or operational information, including but not limited to algorithms, architectures, source code, training methodologies, data models, customer implementations, and performance metrics.

"System Architecture" means the structural and organizational framework of the Corporation's technology solutions, including software components, data flows, integration points, security protocols, and scalability provisions.

1.2 Interpretation. In this Document: (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 (d) "Including" means "including without limitation" (e) References to software, systems, or technology include all current and future versions (f) Technical terms shall be interpreted according to their generally accepted meaning within the artificial intelligence and industrial software industries (g) References to standards, protocols, or specifications include successor versions and replacements (h) Time periods shall be calculated in calendar days unless otherwise specified (i) References to intellectual property rights include both registered and unregistered rights (j) Terms defined herein shall have their defined meanings regardless of whether capitalized or not when used in this Document (k) The terms "herein," "hereof," and "hereunder" refer to this Document in its

entirety (l) References to laws or regulations include all amendments, modifications, and replacements thereof

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, who shall be nominated by the Company's founders and must maintain minimum ownership of five percent (5%) of outstanding shares (ii) Three (3) Investor Directors, appointed by majority vote of Series C Preferred stockholders (iii) Two (2) Independent Directors, selected by unanimous Board approval, possessing relevant industry expertise

(b) Technology Oversight Committee (i) Shall be established as a standing committee of the Board (ii) Minimum three (3) directors with demonstrable AI/ML expertise, including at least one (1) Independent Director (iii) Quarterly review of Technology development, implementation, and risk assessment (iv) Authority to engage external technical consultants and auditors (v) Mandatory monthly reporting to full Board on AI safety protocols (vi) Emergency convening authority for critical technical incidents

(c) Board Meetings and Procedures (i) Regular meetings held monthly, with minimum ten (10) days notice (ii) Special meetings may be called by any two (2) directors with forty-eight (48) hours notice (iii) Quorum requires presence of at least one (1) Founder Director and one (1) Investor Director (iv) Remote participation permitted through secure video conferencing (v) Written consent in lieu of meeting requires unanimous approval

3.2 Officer Positions (a) Required Officers: (i) Chief Executive Officer (ii) Chief Technology Officer (iii) Chief Financial Officer (iv) Chief AI Officer (v) Secretary

(b) Responsibilities and Authority (i) CEO shall serve as primary executive officer with authority to: - Execute strategic initiatives approved by Board - Hire and terminate executive personnel (excluding C-suite) - Enter into contracts up to \$5,000,000 without additional Board approval - Represent Company in major business negotiations

(ii) CTO shall oversee Technology development including: - Technical infrastructure and architecture - Research and development initiatives - Patent and IP strategy - Technology team recruitment and management

(iii) CAIO shall ensure AI ethics compliance through: - Implementation of AI safety protocols - Regular ethics audits and assessments - Coordination with regulatory bodies - Development of AI governance frameworks

(c) Term and Removal (i) Officers serve at Board's discretion (ii) Removal requires two-thirds (2/3) Board approval (iii) Temporary succession plan must be maintained for each position

3.3 Voting Rights (a) Series C Preferred Stock holders entitled to: (i) Board representation rights as specified in Section 3.1(a) (ii) Protective provisions on Technology transfers, including: - Veto rights on sale of core AI technology - Approval rights for significant licensing agreements - Consultation rights on IP strategy (iii) Information rights regarding AI development, including: - Monthly technical progress reports - Access to AI safety audit results - Quarterly financial statements - Annual technology roadmap review

(b) Voting Thresholds (i) Major corporate actions requiring seventy-five percent (75%) approval: - Sale or merger of Company - Initial public offering - Creation of new share classes - Amendment of these governance provisions (ii) Technology-related decisions requiring two-thirds (2/3) approval: - Strategic pivots in AI development - Major technology acquisitions - Changes to AI safety protocols

3.4 Compliance and Reporting (a) Annual Compliance Review (i) Independent audit of corporate governance practices (ii) Technology compliance assessment (iii) AI ethics review and certification

(b) Quarterly Board Reports (i) Financial performance metrics (ii) Technology development milestones (iii) AI safety compliance status (iv) Risk assessment updates

(c) Stakeholder Communications (i) Regular updates to Series C investors (ii) Annual report to all shareholders (iii) Transparency reports on AI development (iv) Regulatory compliance documentation

INTELLECTUAL PROPERTY PROTECTION

4.1 Ownership of AI Technology (a) Corporation shall retain exclusive ownership of: (i) All AI Systems and algorithms, including but not limited to machine learning models, neural networks, decision trees, and associated computational frameworks (ii) Training data and model parameters, encompassing both raw datasets and derived features (iii) Implementation methodologies, including deployment architectures and optimization techniques (iv) All derivative works, improvements, and modifications thereof, regardless of creator or circumstances of creation (b) Employee and Contractor Contributions (i) All intellectual property created during employment or contractual engagement (ii) Automatic assignment of rights to Corporation (iii) Obligation to execute necessary documentation for IP protection

4.2 Patent Protection (a) Regular patent committee meetings (i) Quarterly review of potentially patentable innovations (ii) Assessment of commercial value and strategic importance (iii) Prioritization of filing decisions based on market analysis (b) Mandatory invention disclosure procedures (i) Standardized disclosure forms within 30 days of conception (ii) Technical documentation requirements (iii) Inventor identification and verification protocols (c) Strategic filing program for AI innovations (i) Multi-jurisdictional protection strategy (ii) Fast-track applications for critical technologies (iii) Regular portfolio review and maintenance decisions

4.3 Trade Secrets (a) Classification system for proprietary information (i) Level 1: Critical AI algorithms and architectures (ii) Level 2: Training methodologies and parameters (iii) Level 3: Implementation specifications (iv) Level 4: General technical documentation (b) Access controls and monitoring (i) Role-based access management (ii) Digital rights management systems (iii) Activity logging and audit procedures (iv) Secure development environment protocols (c) Employee confidentiality requirements (i) Mandatory training programs (ii) Annual certification of compliance (iii) Exit procedures and ongoing obligations (iv) Non-disclosure agreement enforcement

4.4 Technology Licensing (a) Standard licensing terms for NexusCore™ Platform (i) Scope of permitted use and restrictions (ii) Performance metrics and quality standards (iii) Maintenance and support obligations (iv) Termination conditions and consequences (b) Usage restrictions and monitoring (i) Automated usage tracking systems (ii) Regular compliance audits (iii) Violation reporting and remediation procedures (iv) Technical implementation of usage controls (c) Customer data rights and obligations (i) Data ownership and usage permissions (ii) Privacy and security requirements (iii) Data retention and deletion protocols (iv) Cross-border data transfer restrictions

4.5 Enforcement and Remedies (a) Monitoring and Detection (i) Regular IP audits and assessments (ii) Automated infringement detection systems (iii) Market surveillance programs (b) Response Procedures (i) Graduated enforcement protocol (ii) Cease and desist procedures (iii) Litigation preparation guidelines (c) Remedial Actions (i) Injunctive relief requirements (ii) Damage calculation methodologies (iii) Alternative dispute resolution options

4.6 Collaboration and Third-Party Relations (a) Joint Development Agreements (i) IP ownership allocation (ii) Rights to improvements (iii) Commercialization rights (b) Third-Party Access (i) Evaluation license terms (ii) API access restrictions (iii) Integration partner requirements

OPERATIONAL FRAMEWORK

5.1 Quality Control (a) ISO 9001:2015 compliance required for all operational processes, including documentation, internal reviews, and corrective action procedures (b) AI performance metrics and validation through standardized testing protocols, including accuracy rates, response times, and error margins as defined in Schedule A (c) Regular system audits and testing conducted quarterly by certified third-party assessors (d) Implementation of continuous improvement processes with documented feedback loops (e) Maintenance of quality management documentation for a minimum period of seven (7) years

5.2 Data Security (a) SOC 2 Type II compliance with annual certification renewal (b) Encryption requirements including AES-256 bit encryption for data at rest and TLS 1.3 for data in transit (c) Access control protocols implementing role-based access control (RBAC) and multi-factor authentication (d) Regular penetration testing and vulnerability assessments

conducted bi-annually (e) Incident response procedures with mandatory reporting within 24 hours of discovery (f) Data retention and destruction policies in accordance with applicable regulations

5.3 Customer Deployment (a) Implementation procedures following the approved deployment checklist in Schedule B (b) Training requirements including mandatory orientation sessions and certification programs (c) Support obligations with guaranteed response times as specified in the Service Level Agreement (d) Custom integration protocols and API documentation requirements (e) User acceptance testing procedures and sign-off requirements (f) Change management procedures for system modifications (g) Rollback procedures and contingency planning requirements

5.4 Maintenance (a) System monitoring with 24/7 automated alerts and human oversight (b) Update procedures including scheduled maintenance windows and emergency patches (c) Version control with detailed changelog maintenance and distribution (d) Performance optimization requirements and benchmarking (e) Backup and recovery procedures with RPO and RTO specifications (f) Hardware and software compatibility verification

5.5 Compliance Reporting (a) Monthly performance reports detailing system availability and incident logs (b) Quarterly compliance assessments and audit findings (c) Annual security posture reviews and certifications (d) Regular risk assessments and mitigation planning

5.6 Service Level Commitments (a) System availability guarantee of 99.9% measured monthly (b) Maximum response time thresholds for various incident priorities (c) Resolution time commitments for support tickets (d) Performance degradation thresholds and remediation requirements (e) Penalty provisions for non-compliance with service levels

SIGNATURE BLOCK

IN WITNESS WHEREOF, the undersigned has executed this Document as of the Effective Date.

NEXUS INDUSTRIAL INTELLIGENCE, INC.

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

EXHIBIT A

NexusCore™ Platform Technical Specifications

EXHIBIT B

AI Ethics Guidelines and Compliance Framework

APPENDIX 1

Standard Operating Procedures for AI System Deployment

APPENDIX 2

Data Security and Privacy Protection Protocols

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