

ORGANIZATIONAL AND CORPORATE DOCUMENT 33

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, including computer vision systems, predictive maintenance algorithms, and quality control technologies, serving diverse industrial sectors across multiple jurisdictions;

WHEREAS, the Corporation maintains substantial intellectual property rights, including patents, trademarks, and trade secrets, relating to its proprietary technologies and methodologies in the field of industrial automation and artificial intelligence applications;

WHEREAS, the Corporation has determined it necessary and advisable to establish comprehensive organizational and governance frameworks to support its continued growth and development, including the implementation of robust corporate policies, operational procedures, and compliance mechanisms;

WHEREAS, the Corporation seeks to formalize its organizational structure and corporate governance practices in accordance with applicable state and federal regulations, industry standards, and best practices for technology-driven enterprises; and

WHEREAS, this Document 33 is executed pursuant to the authority granted under Section 102 of the Delaware General Corporation Law and the Corporation's Amended and Restated Certificate of Incorporation, which authorizes the Corporation to conduct business operations and establish governing frameworks as permitted by applicable law.

NOW, THEREFORE, the Corporation hereby adopts and establishes the following organizational and corporate governance framework, which shall govern its operations, management structure, and business conduct:

DEFINITIONS AND INTERPRETATIONS

1.1 Defined Terms. For purposes of this Document 33, the following terms shall have the meanings specified below:

"AI Technology" means the Corporation's proprietary artificial intelligence and machine learning algorithms, methodologies, and systems, including all associated intellectual property rights, computational frameworks, neural network architectures, training methodologies, and inference engines developed or acquired by the Corporation.

"Board" means the Board of Directors of the Corporation, including any duly appointed committees thereof operating under delegated authority.

"NexusCore™ Platform" means the Corporation's enterprise-grade software suite that combines computer vision, machine learning-driven predictive analytics, and process optimization algorithms, including all modules, updates, and derivatives thereof, specifically encompassing: (a) The core processing engine and associated computational infrastructure (b) All integrated sensing and data acquisition systems (c) Real-time analytics and visualization components (d) Edge computing implementations and distributed processing networks (e) Associated APIs, SDKs, and integration frameworks

"Intellectual Property" means all patents, patent applications, trademarks, copyrights, trade secrets, software, algorithms, data models, and other intellectual property owned or controlled by the Corporation, including but not limited to: (a) Proprietary machine learning models and training datasets (b) Computer vision and image processing technologies (c) Process control and optimization methodologies (d) Technical documentation and implementation guides (e) Custom hardware designs and specifications (f) Proprietary data structures and processing architectures

"Series C Investors" means those certain investors who participated in the Corporation's Series C financing round, as identified in the Corporation's capitalization table dated December 31, 2023.

"Technical Infrastructure" means the Corporation's hardware, software, and network systems supporting the NexusCore™ Platform, including servers, storage systems, cloud resources, and communication networks.

"Derivative Works" means any modification, enhancement, improvement, or adaptation of the Corporation's Intellectual Property or AI Technology, whether created internally or by third parties under license.

"Industrial Application" means any implementation of the Corporation's technology in manufacturing, processing, or production environments, including associated monitoring and control systems.

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) Technical terms shall be interpreted according to their generally accepted meaning within the artificial intelligence and industrial automation industries (f) References to software versions or releases shall include all subsequent updates and

modifications (g) Time periods shall be calculated in accordance with business days in the jurisdiction of incorporation (h) References to standards or specifications shall be to the most current version as of the effective date (i) Any reference to laws or regulations shall include amendments and successor provisions (j) Technical specifications shall be interpreted in accordance with industry standards and best practices

CORPORATE STRUCTURE AND GOVERNANCE

3.1 Board Composition (a) The Board shall consist of seven (7) directors, including: (i) Two (2) founder directors, who shall be appointed by majority vote of Common Stock holders (ii) Three (3) independent directors, who shall meet NYSE independence criteria (iii) Two (2) Series C investor directors, appointed by majority vote of Series C holders (b) Director Terms and Removal (i) Directors shall serve staggered three-year terms (ii) Any director may be removed with or without cause by vote of 66.7% of shareholders (iii) Vacancies shall be filled within 60 days by the remaining Board members (c) Board Committees (i) Audit Committee comprising three independent directors (ii) Compensation Committee comprising two independent directors and one Series C director (iii) Nominating and Governance Committee comprising two independent directors and one founder director (iv) Technology Committee comprising one founder director, one Series C director, and one independent director

3.2 Officer Roles and Responsibilities (a) Chief Executive Officer (i) Strategic direction and execution of corporate objectives (ii) Overall management and operational control (iii) Annual operating plan development and implementation (iv) Regular reporting to Board on company performance (v) Authority to execute contracts up to \$5,000,000 (b) Chief Technology Officer (i) Technology development and innovation strategy (ii) AI/ML architecture oversight and implementation (iii) Technical team recruitment and management (iv) IP portfolio development and protection (v) Technology risk assessment and mitigation (c) Chief Financial Officer (i) Financial management, planning, and reporting (ii) Investor relations and capital markets strategy (iii) Treasury operations and cash management (iv) SEC compliance and regulatory reporting (v) Annual budget preparation and monitoring

3.3 Voting Rights (a) Common Stock (i) Each share entitled to one vote (ii) Cumulative voting permitted for director elections (iii) Majority vote required for routine matters (b) Series C Preferred Stock (i) Voting rights as specified in Certificate of Incorporation (ii) One vote per converted common share equivalent (iii) Class voting rights on specified matters (c) Material Actions Requiring Series C Approval (i) Sale, merger, or dissolution of Corporation (ii) Issuance of senior or pari passu securities (iii) Material technology transfers or licensing (iv) Annual budget approval (v) Incurrence of debt exceeding \$10,000,000 (vi) Changes to Board composition (vii) Amendment of corporate governance documents

3.4 Meeting Procedures (a) Board Meetings (i) Quarterly regular meetings required (ii) Special meetings upon 48 hours notice (iii) Quorum requires majority including one Series C director

(iv) Remote participation permitted (b) Shareholder Meetings (i) Annual meeting within 120 days of fiscal year end (ii) Special meetings upon Board or 25% shareholder request (iii) 10 days notice required (iv) Quorum requires majority of voting power

3.5 Information Rights (a) Series C Investors entitled to: (i) Monthly financial statements within 30 days (ii) Quarterly management reports (iii) Annual audited financials within 90 days (iv) Access to facilities and personnel upon reasonable notice (b) Board Members entitled to: (i) Full access to corporate records (ii) Regular management updates (iii) Committee reports and materials (iv) Independent counsel consultation rights

3.6 Indemnification (a) Directors and officers shall be indemnified to fullest extent permitted by law (b) Corporation shall maintain D&O insurance with minimum coverage of \$10,000,000 (c) Advancement of expenses permitted upon undertaking to repay if ultimately not entitled (d) Indemnification rights non-exclusive of other rights (e) Survival of rights post-service termination

INTELLECTUAL PROPERTY PROTECTION

4.1 Ownership of AI Technology (a) The Corporation shall retain exclusive ownership of all AI Technology, including but not limited to algorithms, models, neural networks, training data, inference engines, and associated documentation (b) All improvements and derivatives shall automatically vest in the Corporation, encompassing any modifications, enhancements, adaptations, or extensions of the original technology (c) Employees and contractors must assign all rights to the Corporation through written agreements executed prior to commencing work (d) Any intellectual property developed using Corporation resources, during working hours, or within the scope of employment shall be deemed work-for-hire (e) Contributors shall cooperate in executing necessary documentation to perfect the Corporation's ownership rights

4.2 Patent Strategy (a) Regular patent filings for core innovations shall be conducted on a quarterly basis (b) Defensive patent portfolio development shall include: (i) Strategic filing in key jurisdictions (ii) Continuation applications to maintain pending rights (iii) Divisional applications to protect distinct aspects (c) International patent protection program shall encompass: (i) PCT applications for primary innovations (ii) National phase entries in strategic markets (iii) Maintenance of foreign rights through designated representatives (d) Invention disclosure protocols requiring documentation of: (i) Technical specifications (ii) Inventorship determination (iii) Prior art considerations (e) Patent monitoring and enforcement program

4.3 Trade Secret Protection (a) Mandatory confidentiality agreements shall: (i) Define confidential information broadly (ii) Establish specific handling requirements (iii) Survive employment termination (b) Information security protocols including: (i) Data encryption standards (ii) Secure storage requirements (iii) Communication restrictions (c) Access controls and monitoring through: (i) Role-based authorization (ii) Activity logging (iii) Regular security audits (d) Physical security measures protecting: (i) Research facilities (ii) Development

environments (iii) Testing laboratories (e) Training requirements for all personnel handling confidential information

4.4 Technology Licensing (a) Non-exclusive customer deployment licenses shall specify: (i) Permitted uses and restrictions (ii) Geographic limitations (iii) Term and termination conditions (b) Restricted field-of-use provisions including: (i) Industry-specific limitations (ii) Application constraints (iii) Integration requirements (c) Source code escrow requirements encompassing: (i) Regular deposits (ii) Verification procedures (iii) Release conditions (d) Sublicensing restrictions and requirements (e) Quality control standards and compliance monitoring

4.5 IP Enforcement and Remedies (a) Regular monitoring of potential infringement (b) Investigation protocols for suspected violations (c) Graduated enforcement responses including: (i) Cease and desist notifications (ii) Alternative dispute resolution (iii) Litigation proceedings (d) Damage assessment and recovery procedures (e) Injunctive relief provisions

4.6 Third-Party IP Rights (a) Due diligence requirements for technology acquisition (b) Clearance procedures for new developments (c) Indemnification provisions for third-party claims (d) License-in agreements and obligations (e) Open-source software compliance procedures

4.7 IP Portfolio Management (a) Regular IP asset audits and valuations (b) Maintenance fee payment procedures (c) Portfolio optimization strategies (d) Technology transfer protocols (e) Documentation and record-keeping requirements

OPERATIONAL FRAMEWORK

5.1 Revenue Recognition (a) Subscription revenue recognition policies shall adhere to ASC 606 guidelines, with revenue recognized ratably over the subscription term. Performance obligations must be clearly identified and allocated based on standalone selling prices. (b) Professional services revenue treatment shall follow milestone-based recognition, with revenue recognized upon completion and customer acceptance of defined deliverables. (c) Multi-element arrangement accounting requires systematic allocation of transaction prices across distinct performance obligations, with consideration for variable consideration and contract modifications.

5.2 Customer Engagement (a) Standard deployment procedures must follow the prescribed implementation methodology, including initial assessment, configuration, testing, and production deployment phases. Each phase requires documented customer sign-off. (b) Service level agreements shall specify performance metrics, including system availability (99.9% minimum), response times, and resolution commitments. Compensation mechanisms for SLA violations must be clearly defined. (c) Technical support requirements encompass 24/7 critical

incident response, tiered support levels, and escalation procedures. Response times shall not exceed 1 hour for severity-1 issues.

5.3 Quality Control (a) AI model validation protocols require documented verification procedures, including bias testing, accuracy assessments, and performance benchmarking. Validation must occur prior to deployment and quarterly thereafter. (b) Performance monitoring standards shall include real-time metrics tracking, automated alerting systems, and monthly performance reviews. Key performance indicators must be maintained within specified thresholds. (c) Continuous improvement processes shall incorporate customer feedback, incident analysis, and technological advancements. Quarterly improvement targets must be established and tracked.

5.4 Compliance Requirements (a) Industrial safety standards compliance shall be maintained through regular audits, certification renewals, and documented safety protocols. All operations must conform to ISO 27001 and relevant industry standards. (b) Data privacy regulations compliance requires implementation of data protection measures, including encryption, access controls, and data retention policies. GDPR, CCPA, and sector-specific regulations must be adhered to. (c) Export control compliance shall be maintained through screening procedures, documentation requirements, and restricted party verification. All international transactions must comply with EAR and ITAR regulations.

5.5 Operational Reporting (a) Monthly operational reports shall detail performance metrics, compliance status, and improvement initiatives. (b) Quarterly compliance audits must be conducted and documented. (c) Annual operational reviews shall assess framework effectiveness and recommend updates.

5.6 Framework Updates (a) This operational framework shall be reviewed annually and updated as required. (b) Material changes require board approval and customer notification. (c) Version control and change documentation must be maintained.

SIGNATURE BLOCK

IN WITNESS WHEREOF, the Corporation has caused this Document 33 to be executed by its duly authorized officer as of January 15, 2024.

NEXUS INDUSTRIAL INTELLIGENCE, INC.

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

EXHIBIT A

NexusCore™ Platform Technical Specifications

EXHIBIT B

Series C Investor Rights Schedule

APPENDIX 1

Standard Operating Procedures for AI Model Deployment

APPENDIX 2

Data Security and Privacy Protocols

[Note: Document continues with detailed exhibits and appendices - truncated for length]