ORGANIZATIONAL AND CORPORATE DOCUMENT

NEXUS INDUSTRIAL INTELLIGENCE, INC.

Dated as of January 15, 2024

1.0 PREAMBLE AND RECITALS

WHEREAS, Nexus Industrial Intelligence, Inc., a Delaware corporation (the "Corporation"), was duly incorporated under the Delaware General Corporation Law (the "DGCL") on March 15, 2018, with its principal place of business located in Delaware and operating in full compliance with Title 8 of the Delaware Code;

WHEREAS, the Corporation develops and commercializes proprietary artificial intelligence and machine learning software solutions for industrial process optimization, predictive maintenance, and quality control applications (the "Business"), serving both domestic and international markets through its proprietary technology platforms;

WHEREAS, the Corporation has developed significant intellectual property and technological capabilities in the fields of computer vision, machine learning, and edge computing as applied to manufacturing operations, including but not limited to patented algorithms, proprietary software frameworks, and advanced neural network architectures;

WHEREAS, the Corporation maintains substantial compliance with applicable federal and state regulations governing artificial intelligence implementations, data privacy requirements, and industrial safety standards in its operational jurisdictions;

WHEREAS, the Corporation has secured significant venture capital investment and maintains strategic partnerships with leading industrial enterprises, technology providers, and research institutions; and

WHEREAS, the Board of Directors of the Corporation (the "Board") deems it advisable and in the best interests of the Corporation to establish and memorialize certain organizational and operational protocols consistent with the Corporation's status as a venture-backed growth stage enterprise, including governance structures, operational procedures, and strategic initiatives.

NOW, THEREFORE, this Organizational and Corporate Document (this "Document") is hereby adopted and established as follows:

2.0 DEFINITIONS AND INTERPRETATIONS

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

"AI Technology" means the Corporation's proprietary artificial intelligence and machine learning algorithms, including all computer vision systems, predictive analytics engines, and process optimization methodologies, encompassing both supervised and unsupervised learning models, neural networks, deep learning architectures, and associated training datasets.

"NexusCore™ Platform" means the Corporation's enterprise-grade software suite that integrates computer vision, machine learning-driven predictive analytics, and process optimization algorithms, including all specialized modules for manufacturing verticals, comprising both edge computing components and cloud-based processing infrastructure, along with all associated user interfaces, APIs, and middleware components.

"Industrial IoT Integration" means the technological framework enabling the NexusCore™ Platform to interface with industrial control systems, sensors, and operational technology infrastructure, including but not limited to SCADA systems, PLCs, distributed control systems, industrial ethernet protocols, wireless sensor networks, and edge computing devices.

"Intellectual Property" means all patents, patent applications, trademarks, copyrights, trade secrets, software, data rights, and other intellectual property owned or controlled by the Corporation, including all improvements, modifications, derivatives, and enhancements thereof, whether registered or unregistered, and all associated documentation and source code.

"Manufacturing Analytics Module" means the specialized component within the NexusCore™ Platform dedicated to production line optimization, quality control, predictive maintenance, and yield optimization, including all associated algorithms and visualization tools.

"System Configuration" means the specific arrangement and parameterization of the NexusCore™ Platform components, including hardware specifications, network topology, security protocols, and integration parameters for each deployment instance.

"User Interface Components" means all graphical interfaces, dashboards, control panels, and human-machine interaction elements of the NexusCore™ Platform, including mobile applications and web-based interfaces.

"Technical Documentation" means all manuals, specifications, architectural diagrams, API documentation, deployment guides, and other technical materials related to the Corporation's products and services.

2.2 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 versions include all subsequent updates and

patches (f) Technical terms shall be interpreted according to their generally accepted meaning within the industrial automation industry (g) References to standards and protocols include their current versions and future revisions (h) Time references shall be interpreted according to Coordinated Universal Time (UTC) (i) References to integration capabilities include both current and planned future functionalities (j) Mathematical and statistical terms shall have their standard technical meanings (k) References to data formats include both structured and unstructured data types (l) Terms relating to machine learning encompass both traditional and emerging methodologies (m) References to security measures include both technical and procedural safeguards (n) Terms describing system architecture apply to both cloud-based and on-premises deployments

3.0 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 founders and must maintain minimum ownership of 5% each (ii) Three (3) Investor Directors, allocated proportionally among Series A, B, and C investors based on ownership (iii) Two (2) Independent Directors, who shall have relevant industry expertise and no prior affiliation with the Corporation

(b) Voting Requirements. The following actions shall require approval of at least five (5) directors: (i) Annual operating budget approval and material deviations exceeding 10% of approved amounts (ii) Material technology licensing agreements valued at $1,000,000 or more (iii) Senior executive appointments, including compensation packages exceeding $300,000 annually (iv) Equity compensation plans and material amendments thereto (v) Strategic partnerships or joint ventures (vi) Acquisitions or dispositions exceeding $5,000,000 (vii) Incurrence of debt exceeding $10,000,000

(c) Meeting Requirements (i) The Board shall meet at least quarterly, with additional meetings as needed (ii) Quorum requires presence of at least one Founder Director and one Investor Director (iii) Notice of meetings shall be provided at least 72 hours in advance (iv) Remote participation shall be permitted via video conference (v) Written consents require unanimous approval

3.2 Officers

(a) Required Officers. The Corporation shall maintain the following officer positions: (i) Chief Executive Officer, responsible for overall strategic direction and management (ii) Chief Technology Officer, overseeing product development and technical operations (iii) Chief Financial Officer, managing financial planning and investor relations (iv) Chief AI Officer, directing artificial intelligence strategy and implementation (v) Secretary, maintaining corporate records and ensuring regulatory compliance

(b) Responsibilities and Authority (i) Each officer shall have such duties as prescribed by the Board and shall report to the Chief Executive Officer, except the Chief Executive Officer shall report to the Board (ii) Officers may delegate duties but retain ultimate responsibility for their respective areas (iii) Officers must obtain Board approval for expenditures exceeding $500,000 (iv) Employment agreements shall include standard non-compete and confidentiality provisions (v) Officer removal requires majority Board approval

(c) Succession Planning (i) The Board shall maintain succession plans for all officer positions (ii) Interim leadership protocols shall be established for unexpected vacancies (iii) Annual review of succession readiness required

3.3 Series C Investor Rights

(a) Protective Provisions. The following actions require Series C investor approval: (i) Material asset sales exceeding 25% of corporate value (ii) New equity issuances diluting Series C holders by more than 10% (iii) Changes to certificate of incorporation affecting Series C rights (iv) Liquidation events or change of control transactions (v) Related party transactions exceeding $1,000,000 (vi) Creation of senior or pari passu securities

(b) Information Rights (i) Monthly financial statements within 30 days of month-end (ii) Quarterly business updates and KPI reports (iii) Annual audited financial statements within 90 days of year-end (iv) Access to facilities and management upon reasonable notice

(c) Board Observer Rights (i) Series C investors may designate one non-voting observer (ii) Observer entitled to attend all Board meetings (iii) Materials provided to observer subject to confidentiality obligations (iv) Corporation may exclude observer for conflict or attorney-client matters

3.4 Committees

(a) Standing Committees (i) Audit Committee: oversee financial reporting and controls (ii) Compensation Committee: review executive compensation (iii) Nominating Committee: evaluate Board candidates (iv) Technology Committee: assess technical strategy

(b) Committee Composition (i) Each committee shall have at least three members (ii) Independent Directors must chair Audit and Compensation Committees (iii) Relevant expertise required for committee membership (iv) Committee appointments reviewed annually

4.0 INTELLECTUAL PROPERTY PROTECTION

4.1 Ownership and Rights

(a) The Corporation shall maintain exclusive ownership of: (i) All AI Technology, including but not limited to machine learning algorithms, neural network architectures, training methodologies, and inference systems (ii) The NexusCore™ Platform and all constituent components, modules, interfaces, and derivative works (iii) All Industrial IoT Integration

components, including sensors, controllers, gateway devices, and associated firmware (iv) Associated intellectual property rights, encompassing patents, copyrights, trade secrets, and proprietary know-how

(b) Derivative Works and Improvements: (i) Any modifications, enhancements, or improvements to Corporation IP, regardless of creator (ii) Custom implementations developed for specific client deployments (iii) Integration frameworks and middleware components (iv) Documentation, technical specifications, and implementation guides

4.2 Protection Measures

(a) The Corporation shall implement: (i) Regular patent filings for novel AI algorithms, including jurisdictional coverage in primary markets (ii) Comprehensive trade secret protocols with physical, digital, and administrative safeguards (iii) Employee IP assignment agreements covering pre-existing and future innovations (iv) Customer access controls with multi-factor authentication and usage monitoring

(b) Security Implementation: (i) Encryption protocols for all proprietary code and data repositories (ii) Access logging and audit trail maintenance (iii) Segregation of development, testing, and production environments (iv) Regular security assessments and penetration testing

(c) Documentation Requirements: (i) Invention disclosure procedures (ii) Innovation tracking systems (iii) Technical documentation version control (iv) Chain of custody records for IP assets

4.3 Technology Licensing

(a) Standard Terms. All technology licenses shall: (i) Be non-exclusive and territory-specific (ii) Include usage limitations and deployment restrictions (iii) Protect Corporation IP rights through appropriate indemnification (iv) Maintain customer data rights while preserving Corporation IP

(b) License Restrictions: (i) Prohibition on reverse engineering or decompilation (ii) Restrictions on third-party access and sublicensing (iii) Limitations on modification and derivative works (iv) Compliance with export control regulations

4.4 Enforcement and Compliance

(a) Monitoring and Detection: (i) Regular audits of licensed deployments (ii) Automated system monitoring for unauthorized access (iii) Market surveillance for potential infringement (iv) Customer compliance verification procedures

(b) Response Protocols: (i) Immediate investigation of suspected violations (ii) Graduated enforcement responses (iii) Legal remedies including injunctive relief (iv) Alternative dispute resolution procedures

4.5 Third-Party Relationships

(a) Vendor Management: (i) IP ownership verification in supply chain (ii) Technology escrow arrangements (iii) Indemnification requirements (iv) Confidentiality obligations

(b) Collaboration Agreements: (i) Joint development protocols (ii) Background IP segregation (iii) Foreground IP allocation (iv) Publication and disclosure controls

4.6 Maintenance and Updates

(a) Regular Review Requirements: (i) Annual IP portfolio assessment (ii) Protection strategy updates (iii) License term evaluations (iv) Compliance program updates

(b) Documentation Updates: (i) Technical specification maintenance (ii) Legal documentation currency (iii) Training material revisions (iv) Policy and procedure updates

5.0 OPERATIONAL FRAMEWORK

5.1 Revenue Recognition

(a) Software subscription revenue shall be recognized: (i) Over the subscription term, with revenue amortized monthly (ii) Upon customer acceptance and system deployment completion (iii) According to ASC 606 standards and GAAP principles (iv) Following milestone completion verification (v) With appropriate documentation of performance obligations

(b) Revenue Adjustments: (i) Pro-rata calculations for partial period subscriptions (ii) Credit adjustments for service interruptions (iii) Recognition of implementation fees separately (iv) Treatment of customization revenues as distinct obligations

5.2 Customer Deployment

(a) Required Procedures: (i) Technical assessment and infrastructure evaluation (ii) Integration planning and timeline development (iii) User training and documentation provision (iv) Performance validation and acceptance testing (v) Security compliance verification (vi) Data migration protocols (vii) Backup and recovery confirmation

(b) Implementation Standards: (i) Project management methodology adherence (ii) Resource allocation documentation (iii) Risk assessment and mitigation planning (iv) Change management procedures (v) Stakeholder communication protocols

5.3 Quality Control

(a) The Corporation shall maintain: (i) ISO 9001:2015 certification and annual audits (ii) Regular code audits and security assessments (iii) Continuous performance monitoring systems (iv) Customer success metrics and reporting (v) Service level agreement compliance tracking

(b) Quality Assurance Measures: (i) Automated testing protocols (ii) Code review procedures (iii) Performance benchmarking (iv) Incident response planning (v) Customer feedback integration

5.4 Operational Standards

(a) Technology Infrastructure: (i) Redundancy requirements (ii) Scalability provisions (iii) Disaster recovery protocols (iv) Update management procedures

(b) Compliance Requirements: (i) Industry-specific regulations (ii) Data protection standards (iii) Security protocols (iv) Documentation requirements

(c) Performance Metrics: (i) System availability targets (ii) Response time standards (iii) Error rate thresholds (iv) Customer satisfaction benchmarks (v) Resolution time requirements

5.5 Continuous Improvement

(a) The Corporation shall implement: (i) Regular process reviews (ii) Technology updates (iii) Staff training programs (iv) Performance optimization initiatives (v) Customer feedback incorporation

SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned has executed this Document as of the date first written above.

NEXUS INDUSTRIAL INTELLIGENCE, INC.

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

EXHIBIT A

NexusCore™ Platform Technical Specifications

EXHIBIT B

Quality Control Standards and Procedures

APPENDIX 1

Board Committee Charters

APPENDIX 2

Officer Position Descriptions