

ORGANIZATIONAL AND CORPORATE DOCUMENT 36

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 software (collectively, the "Technology");

WHEREAS, the Corporation's Technology encompasses advanced neural networks, deep learning frameworks, and proprietary algorithmic systems designed specifically for manufacturing environments, industrial control systems, and automated production lines;

WHEREAS, pursuant to Section 102 of the DGCL and the Corporation's Certificate of Incorporation, as amended, the Corporation has the authority to conduct its business and establish governing principles for its operations and technology development;

WHEREAS, the Corporation has secured significant intellectual property rights, including patents, trademarks, and trade secrets related to its Technology, which require comprehensive protection and governance frameworks;

WHEREAS, the Corporation maintains strategic partnerships with leading industrial manufacturers, technology providers, and research institutions to advance the development and implementation of its Technology solutions; and

WHEREAS, the Board of Directors deems it necessary and advisable to establish comprehensive organizational and governance provisions that reflect the Corporation's status as a venture-backed growth stage company, protect its proprietary technology assets, and ensure compliance with applicable state and federal regulations governing artificial intelligence and industrial automation systems.

NOW, THEREFORE, this Document 36 is hereby adopted and agreed upon as follows:

DEFINITIONS AND INTERPRETATIONS

1.1 Defined Terms. For purposes of this Document 36, 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 but not limited to deep learning architectures, reinforcement learning systems, natural language processing engines, and computer vision frameworks developed or acquired by the Corporation.

"NexusCore™ Platform" means the Corporation's flagship enterprise software suite that integrates computer vision, machine learning, predictive analytics, and process optimization algorithms, including all associated source code, documentation, and improvements thereto, encompassing both cloud-based and on-premises deployments, user interfaces, APIs, and microservices architecture.

"Industrial IoT Integration" means the technical specifications, protocols, and interfaces that enable the NexusCore™ Platform to connect with and process data from industrial control systems, sensors, and manufacturing equipment, including OPC-UA protocols, MQTT messaging, industrial ethernet configurations, and real-time data processing capabilities.

"Intellectual Property" means all patents, patent applications, trade secrets, copyrights, trademarks, know-how, and other proprietary rights relating to the Technology, whether registered or unregistered, including all continuations, divisionals, and continuation-in-part applications.

"Series C Preferred Stock" means the Corporation's Series C Preferred Stock, par value \$0.001 per share, with rights, preferences, and privileges as set forth in the Corporation's Certificate of Incorporation.

"Technology Implementation" means any deployment, installation, configuration, or customization of the NexusCore™ Platform or Artificial Intelligence Systems within customer environments, including associated documentation, training materials, and technical specifications.

"Derivative Works" means any modification, enhancement, improvement, or adaptation of the Technology, including any translation, port, upgrade, update, or new version thereof.

"Confidential Information" means all non-public technical, business, and operational information relating to the Technology, including algorithms, architectures, source code, customer data, and trade secrets.

"Licensed Technology" means all software, systems, and intellectual property licensed to customers or partners, including associated documentation, updates, and support materials.

1.2 Interpretation. In this Document 36: (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 36 unless otherwise specified; (d) The terms "hereof," "herein," and "hereunder" refer to this Document 36 as a whole; (e) Technical terms shall be interpreted according to their generally accepted meaning

within the artificial intelligence and industrial software industries; (f) References to standards, protocols, or technical specifications shall be deemed to include successor or replacement technologies; (g) The word "including" means "including without limitation" and is used in an illustrative rather than limiting sense; (h) References to time periods shall be calculated in calendar days unless otherwise specified; (i) Any reference to laws, regulations, or standards shall include amendments, modifications, and replacements thereof; (j) Technical documentation shall be interpreted in accordance with industry standard practices and conventions.

CORPORATE STRUCTURE AND GOVERNANCE

3.1 Board of Directors

(a) Composition. The Board of Directors shall consist of seven (7) directors, including: (i) Two (2) seats designated by holders of Series C Preferred Stock; (ii) The Chief Executive Officer; (iii) Four (4) independent directors with relevant industry expertise.

(b) Director Qualifications and Terms (i) Independent directors must possess minimum ten (10) years executive experience in artificial intelligence, enterprise software, or related technology sectors; (ii) Directors shall serve staggered three-year terms, with no more than three (3) seats subject to election in any calendar year; (iii) Directors may serve maximum of three (3) consecutive terms; (iv) Board shall maintain at least two (2) directors with financial expertise qualifying as "audit committee financial experts" under SEC guidelines.

(c) Voting Requirements. The following actions shall require approval of at least 75% of the Board: (i) Sale or license of core Technology assets; (ii) Annual operating budget approval; (iii) Senior executive appointments; (iv) Material acquisitions or divestitures; (v) Issuance of equity securities exceeding \$10 million in value; (vi) Incurrence of debt exceeding \$5 million; (vii) Material changes to intellectual property strategy; (viii) Establishment or dissolution of significant strategic partnerships.

(d) Board Committees (i) Audit Committee: Minimum three (3) independent directors, oversees financial reporting, internal controls, and compliance; (ii) Compensation Committee: Minimum two (2) independent directors, determines executive compensation and equity incentives; (iii) Technology Committee: Minimum two (2) directors with technical expertise, reviews R&D strategy and technical initiatives; (iv) Nominating Committee: Minimum two (2) independent directors, evaluates board candidates and governance practices.

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 determine

(b) Officer Qualifications (i) CEO must possess minimum fifteen (15) years executive experience, including five (5) years in CEO/COO role; (ii) CTO must hold advanced degree in computer science or related field with ten (10) years technical leadership experience; (iii) CFO must hold CPA certification with minimum ten (10) years financial management experience; (iv) Chief AI Officer must hold Ph.D. in artificial intelligence, machine learning, or related field.

(c) Responsibilities. Officers shall have such responsibilities as determined by the Board, including: (i) Technology development oversight (ii) Financial management and reporting (iii) Strategic planning and execution (iv) Regulatory compliance (v) Risk management and mitigation (vi) Intellectual property protection (vii) Corporate development initiatives (viii) Stakeholder communications

3.3 Investor Rights

(a) Series C Investors shall have: (i) Information rights including quarterly financial statements (ii) Board observation rights (iii) Pro-rata participation rights in future financings (iv) Customary protective provisions

(b) Information Rights Detail (i) Unaudited quarterly financial statements within 45 days of quarter-end; (ii) Audited annual financial statements within 90 days of year-end; (iii) Monthly KPI reports including customer metrics, technology milestones, and cash position; (iv) Access to management for quarterly update calls; (v) Annual operating plan and budget presentation.

(c) Protective Provisions (i) Amendments to certificate of incorporation or bylaws; (ii) Changes to authorized shares or share rights; (iii) Mergers, acquisitions, or change of control transactions; (iv) Asset sales exceeding \$1 million; (v) Related party transactions; (vi) Executive compensation packages exceeding approved thresholds; (vii) New debt exceeding \$2 million; (viii) Material changes to business model or strategy.

3.4 Compliance and Reporting

(a) The Corporation shall maintain: (i) Corporate governance policies meeting NYSE/NASDAQ requirements; (ii) Internal controls satisfying Sarbanes-Oxley standards; (iii) Ethics and compliance program including regular training; (iv) Whistleblower protection mechanisms; (v) Regular board and committee evaluation procedures; (vi) Succession planning for key positions; (vii) Risk management framework and monitoring system.

INTELLECTUAL PROPERTY PROTECTION

4.1 Ownership and Rights

(a) The Corporation shall own all right, title, and interest in: (i) The NexusCore™ Platform and all components thereof, including but not limited to source code, object code, APIs, user interfaces, databases, and documentation (ii) All Artificial Intelligence Systems and algorithms,

including machine learning models, training data, neural network architectures, and inference engines (iii) All Industrial IoT Integration specifications, protocols, connectivity frameworks, and device management systems (iv) All improvements and derivative works, whether developed internally or through contractor engagement

(b) Employee and Contractor Obligations: (i) All employees and contractors shall execute appropriate intellectual property assignment agreements (ii) Inventions conceived during employment or engagement relating to Corporation's business shall be promptly disclosed (iii) Assistance in patent prosecution and IP protection shall be provided as requested (iv) Post-employment obligations shall survive for a period of five (5) years

4.2 Protection Measures

(a) The Corporation shall maintain: (i) Patent protection for core innovations, including filing in all major jurisdictions within twelve (12) months of invention (ii) Trade secret protection for proprietary algorithms, including implementation of physical and digital security measures (iii) Copyright registration for software, including periodic deposits of new versions and updates (iv) Trademark protection for brands and marks in all relevant classes and territories

(b) Security Implementation: (i) Access controls and monitoring systems for source code repositories (ii) Encryption of sensitive intellectual property during storage and transmission (iii) Regular security audits and penetration testing of protection measures (iv) Document watermarking and digital rights management systems

4.3 Technology Transfer Restrictions

(a) No Technology shall be transferred or licensed without: (i) Board approval per Section 3.1(b) for any transaction exceeding \$250,000 in value (ii) Appropriate confidentiality protections, including NDAs with minimum five-year terms (iii) Use restrictions and monitoring rights, including audit provisions (iv) Revenue share or royalty provisions appropriate to market conditions

(b) License Agreement Requirements: (i) Clear scope limitations and field-of-use restrictions (ii) Quality control provisions for implementation and deployment (iii) Sublicensing restrictions and control mechanisms (iv) Territory and exclusivity provisions as appropriate

4.4 Enforcement and Remedies

(a) The Corporation shall actively monitor: (i) Market activities for potential infringement (ii) Patent and trademark filings by competitors (iii) Open source usage and compliance (iv) License agreement compliance

(b) Enforcement Actions: (i) Cease and desist procedures for identified infringement (ii) Litigation strategy for material violations (iii) Alternative dispute resolution options (iv) Damage calculation methodologies

4.5 Third-Party IP Rights

(a) The Corporation shall: (i) Conduct freedom-to-operate analyses for new products (ii) Maintain appropriate technology licenses and permissions (iii) Implement open source compliance procedures (iv) Indemnify customers against third-party IP claims

(b) Risk Mitigation: (i) IP insurance coverage for key technologies (ii) Regular IP portfolio valuation and assessment (iii) Strategic patent acquisition and licensing (iv) Cross-licensing arrangements where appropriate

SIGNATURE AND EXECUTION

IN WITNESS WHEREOF, the undersigned has executed this Document 36 as of January 15, 2024.

NEXUS INDUSTRIAL INTELLIGENCE, INC.

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

EXHIBIT A

Schedule of Protected Intellectual Property [Detailed IP schedule omitted]

APPENDIX 1

Technical Specifications for NexusCore™ Platform [Technical specifications omitted]