ORGANIZATIONAL AND CORPORATE DOCUMENT 7

PREAMBLE AND RECITALS

WHEREAS, Nexus Industrial Intelligence, Inc., a Delaware corporation (hereinafter referred to as the "Corporation"), was duly incorporated under the laws of the State of Delaware on March 15, 2018;

WHEREAS, the Corporation develops and deploys proprietary artificial intelligence and machine learning solutions for industrial process optimization, including its flagship NexusCore™ Industrial AI Platform;

WHEREAS, the Corporation's NexusCore™ Industrial AI Platform encompasses advanced algorithmic systems, predictive analytics capabilities, and machine learning frameworks designed to enhance manufacturing efficiency, reduce operational costs, and optimize industrial workflows across diverse sectors;

WHEREAS, the Corporation maintains substantial intellectual property rights, including but not limited to patents, trademarks, copyrights, and trade secrets related to its proprietary technologies and methodologies;

WHEREAS, the Corporation seeks to establish comprehensive corporate governance and operational frameworks to support its continued growth and development of advanced industrial technology solutions;

WHEREAS, the Corporation has established strategic partnerships with leading industrial manufacturers, technology providers, and research institutions to further advance the development and implementation of its artificial intelligence solutions;

WHEREAS, the Corporation acknowledges its obligations to shareholders, stakeholders, and the broader industrial community in maintaining highest standards of corporate governance, technological innovation, and operational excellence; and

WHEREAS, this Document shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provisions.

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

DEFINITIONS AND INTERPRETATION

1.1 Defined Terms. For purposes of this Document, 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 supervised learning systems, reinforcement learning frameworks, and deep learning architectures deployed in industrial applications.

"Computer Vision Technology" means the Corporation's proprietary software systems for visual data processing, object recognition, and quality inspection in industrial environments, encompassing image classification algorithms, feature detection systems, dimensional analysis tools, and real-time video analytics capabilities.

"Edge Computing Infrastructure" means the distributed computing architecture deployed at customer manufacturing facilities to enable real-time processing of industrial data, including local processing units, gateway devices, embedded systems, and associated networking components that facilitate on-premise data analysis and decision-making.

"Industrial IoT Integration" means the technical specifications and protocols for connecting the NexusCore™ Platform with customers' existing industrial control systems and sensor networks, including communication standards, data exchange formats, security protocols, and integration interfaces for programmable logic controllers (PLCs), distributed control systems (DCS), and supervisory control and data acquisition (SCADA) systems.

"Machine Learning Models" means the Corporation's proprietary predictive analytics and pattern recognition algorithms trained on industrial process data, including regression models, classification systems, clustering algorithms, and anomaly detection frameworks specifically optimized for manufacturing applications.

"NexusCore™ Platform" means the Corporation's enterprise software suite that combines computer vision, machine learning, and edge computing capabilities for industrial process optimization, including all updates, modifications, and improvements thereto, comprising both cloud-based and on-premise components, user interfaces, APIs, and administrative tools.

"Proprietary Technology" means all software, algorithms, methodologies, and technical implementations developed by the Corporation, including the NexusCore™ Platform and related components, whether in source code or object code form, documentation, technical specifications, and associated intellectual property rights.

"System Configuration" means the specific arrangement and parameterization of the NexusCore™ Platform components, including hardware specifications, software settings, network configurations, and customization options implemented for each customer deployment.

"Technical Documentation" means all user manuals, installation guides, API documentation, system architecture diagrams, and other written materials describing the operation, maintenance, and technical specifications of the Corporation's systems.

"Training Data" means any data used to develop, train, validate, or test the Corporation's machine learning models, including labeled datasets, historical process data, simulation results, and validation datasets, whether provided by customers or generated internally.

"User Interface" means the graphical interfaces, dashboards, control panels, and visualization tools through which users interact with the NexusCore™ Platform and related systems, including web-based interfaces, mobile applications, and administrative consoles.

1.2 Interpretation. Unless otherwise specified, references to sections, exhibits, or schedules shall be to sections, exhibits, and schedules of this Document. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall."

CORPORATE STRUCTURE AND GOVERNANCE

3.1 Executive Leadership

(a) Chief Executive Officer. Dr. Sarah Chen shall serve as Chief Executive Officer and shall have primary responsibility for the Corporation's strategic direction and executive decision-making. The CEO shall: (i) Establish and implement corporate strategy and objectives (ii) Report directly to the Board of Directors on a quarterly basis (iii) Hold final authority on operational decisions within Board-approved parameters (iv) Maintain responsibility for corporate compliance and risk management (v) Execute contracts and agreements on behalf of the Corporation subject to Section 3.3(d)

(b) Chief Technology Officer. Michael Roberts shall serve as Chief Technology Officer and shall oversee all technical development and implementation of the Corporation's artificial intelligence systems. The CTO shall: (i) Direct platform architecture and technical infrastructure (ii) Establish development protocols and quality standards (iii) Manage technical talent acquisition and development (iv) Ensure cybersecurity compliance and system integrity (v) Coordinate with the Chief AI Officer on integration initiatives

(c) Other Officers. The Corporation's additional executive officers shall include: (i) David Kumar (Chief Financial Officer), responsible for financial planning, reporting, and controls (ii) Dr. James Wilson (Chief AI Officer), directing artificial intelligence strategy and research (iii) Rebecca Torres (Vice President of Sales), managing revenue generation and client relationships

3.2 Board of Directors

(a) Composition. The Board shall consist of seven (7) directors, including: (i) Two (2) Founder Directors, nominated by the founding shareholders (ii) Three (3) Investor Directors, appointed by Series A and B investors (iii) Two (2) Independent Directors, selected for industry expertise

(b) Term and Succession (i) Directors shall serve three-year terms with staggered elections (ii) No director shall serve more than three consecutive terms (iii) Board vacancies shall be filled within 60 days of occurrence (iv) Removal requires 75% shareholder approval

(c) Meetings and Procedures (i) The Board shall meet at least quarterly (ii) Special meetings may be called with 72 hours notice (iii) Quorum requires five directors present (iv) Virtual participation is permitted with prior notice

(d) Voting Requirements. The following actions shall require approval by at least 75% of the Board: (i) Annual operating budget approval (ii) Strategic technology acquisitions (iii) Material changes to the NexusCore™ Platform (iv) Entry into new manufacturing verticals (v) Executive compensation packages (vi) Material intellectual property transactions (vii) Corporate restructuring initiatives

3.3 Corporate Decision Authority

(a) Technology Development. The Chief Technology Officer shall have primary authority over: (i) Technical architecture and development priorities (ii) System deployment and maintenance protocols (iii) Technology vendor selection and management (iv) Development team structure and processes

(b) AI Strategy. The Chief AI Officer shall: (i) Direct artificial intelligence research and implementation (ii) Establish AI ethics guidelines and compliance (iii) Oversee machine learning model development (iv) Coordinate cross-functional AI integration

(c) Financial Controls. The Chief Financial Officer shall: (i) Establish and maintain financial controls (ii) Implement reporting procedures (iii) Manage corporate treasury functions (iv) Oversee audit and compliance processes

(d) Approval Thresholds (i) Transactions exceeding $1,000,000 require CEO and CFO approval (ii) Technical changes affecting over 20% of platform require CTO approval (iii) AI model deployments require CAO certification (iv) New product launches require Executive Committee consensus

3.4 Committees

(a) Standing Committees (i) Audit Committee (ii) Compensation Committee (iii) Technology Oversight Committee (iv) AI Ethics Committee

(b) Committee Authority (i) Committees shall report quarterly to the Board (ii) Recommendations require majority committee approval (iii) Committee chairs must be Independent Directors (iv) External advisors may be engaged as needed

INTELLECTUAL PROPERTY PROVISIONS

4.1 Ownership of Intellectual Property

(a) The Corporation shall retain exclusive ownership of all Proprietary Technology, including: (i) All source code and software implementations (ii) Machine learning models and training methodologies (iii) Computer vision algorithms and processing techniques (iv) System architecture and integration protocols (v) Technical documentation and specifications (vi) Data preprocessing and transformation methods (vii) Model optimization and deployment frameworks (viii) Custom hardware interface specifications (ix) Performance monitoring and analytics tools (x) User interface designs and interaction patterns

(b) Employee and Contractor IP Assignment (i) All employees and contractors shall execute the Corporation's standard IP assignment agreement prior to commencing work (ii) Assignment agreements shall cover: - Pre-existing intellectual property declarations - Ongoing invention disclosure obligations - Post-employment cooperation requirements - Assignment of improvements and derivative works (iii) Inventors shall receive recognition through the Corporation's Innovation Rewards Program (iv) Consulting arrangements shall include explicit work-for-hire provisions

4.2 Patent Protection

(a) The Corporation shall maintain an active patent prosecution strategy for core artificial intelligence innovations.

(b) Patent applications shall be filed for: (i) Novel machine learning architectures (ii) Industrial process optimization methods (iii) Computer vision techniques (iv) Edge computing implementations (v) Distributed learning systems (vi) Data federation methodologies (vii) Hardware acceleration techniques

(c) Patent Portfolio Management (i) Regular patent landscape analysis (ii) Competitive monitoring and freedom-to-operate assessments (iii) Strategic filing in key jurisdictions (iv) Maintenance fee optimization (v) Licensing opportunity evaluation

(d) Invention Disclosure Process (i) Mandatory invention disclosure meetings (ii) Technical review committee evaluation (iii) Patentability assessment procedures (iv) Inventor documentation requirements

4.3 Trade Secret Protection

(a) The Corporation shall implement comprehensive measures to protect trade secrets, including: (i) Physical security controls - Restricted access zones - Visitor management protocols - Clean desk policies - Secure disposal procedures (ii) Digital access restrictions - Role-based access control - Multi-factor authentication - Activity monitoring and logging - Data loss prevention systems (iii) Employee confidentiality agreements - Non-disclosure provisions - Non-compete restrictions - Return of materials obligations - Exit interview procedures (iv) Information classification protocols - Confidentiality level definitions - Marking and handling requirements - Storage and transmission guidelines - Retention and destruction schedules

4.4 Software Licensing

(a) NexusCore™ Platform Licensing (i) Subscription Structure - Annual term commitments - Usage-based pricing tiers - Module-specific activation - Enterprise-wide deployment options (ii) Service Level Agreements - Uptime guarantees - Support response times - Maintenance windows - Performance metrics (iii) Implementation Services - Configuration assistance - Data migration support - Integration consulting - Training programs

(b) License Restrictions. Customers shall be prohibited from: (i) Reverse engineering the software (ii) Accessing source code (iii) Creating derivative works (iv) Transferring license rights (v) Circumventing security measures (vi) Conducting unauthorized benchmarking (vii) Sharing access credentials

4.5 Intellectual Property Enforcement

(a) Monitoring and Detection (i) Automated infringement detection systems (ii) Market surveillance programs (iii) Customer audit rights (iv) Competitor product analysis

(b) Enforcement Actions (i) Graduated response procedures (ii) Cease and desist protocols (iii) Litigation strategy guidelines (iv) Settlement parameters

4.6 Third-Party Technology

(a) Open Source Compliance (i) License obligation tracking (ii) Attribution requirements (iii) Distribution restrictions (iv) Modification limitations

(b) Third-Party Licenses (i) License review procedures (ii) Integration approval process (iii) Risk assessment protocols (iv) Compliance documentation

4.7 Technology Transfer

(a) Internal Transfer Procedures (i) Documentation requirements (ii) Training obligations (iii) Quality control measures (iv) Acceptance criteria

(b) External Transfer Restrictions (i) Export control compliance (ii) Deemed export considerations (iii) Technology control plans (iv) Foreign filing licenses

OPERATIONAL REQUIREMENTS

5.1 Quality Control Standards

(a) Software Development (i) Mandatory code review procedures shall include peer review of all production code, documentation of review findings, and verification of remediation actions. Reviews must be conducted by qualified personnel with relevant expertise in the specific programming languages and frameworks utilized. (ii) Automated testing requirements mandate minimum 85% code coverage for unit tests, integration tests, and end-to-end testing scenarios. All critical system components must undergo performance testing under simulated production loads. (iii) Version control protocols require use of industry-standard version control systems,

feature branch workflow, and semantic versioning. All code changes must reference approved work items and undergo automated build validation. (iv) Documentation standards encompass technical specifications, API documentation, deployment guides, and user manuals. All documentation must be version-controlled and updated concurrent with code changes.

(b) AI System Performance (i) Accuracy metrics shall be established for each AI model, with minimum performance thresholds defined per use case. Regular validation against benchmark datasets is required, with quarterly accuracy assessments documented. (ii) Response time requirements specify maximum latency of 200 milliseconds for real-time predictions and 2 seconds for batch processing operations under normal load conditions. (iii) Reliability standards mandate 99.9% uptime for critical system components, with automated failover mechanisms and redundancy for essential services. (iv) Validation procedures must include both automated and manual testing protocols, with specific attention to edge cases and anomaly detection capabilities.

5.2 Data Security Protocols

(a) Customer Data Protection (i) Encryption requirements mandate AES-256 encryption for data at rest and TLS 1.3 for data in transit. Key management procedures must comply with NIST standards. (ii) Access controls shall implement role-based access control (RBAC) with principle of least privilege. Multi-factor authentication is required for all administrative access. (iii) Audit logging must capture all system access attempts, data modifications, and security events. Logs shall be retained for minimum 12 months and protected against tampering. (iv) Retention policies specify data lifecycle management procedures, including secure deletion methods and compliance with regulatory retention requirements.

(b) System Security (i) Network security measures include network segmentation, intrusion detection systems, and regular penetration testing. Firewall rules must be reviewed quarterly. (ii) Authentication requirements specify password complexity standards, session management protocols, and account lockout procedures after failed attempts. (iii) Vulnerability management includes weekly automated scans, quarterly manual assessments, and critical patch deployment within 24 hours of release. (iv) Incident response procedures detail escalation protocols, notification requirements, and recovery procedures. Table-top exercises must be conducted semi-annually.

5.3 Implementation Procedures

(a) Customer Deployment (i) Site assessment requirements include network infrastructure evaluation, security control verification, and compatibility analysis with existing systems. Assessments must be documented using standardized templates. (ii) Integration planning requires detailed project schedules, resource allocation plans, and risk mitigation strategies. All integration points must be documented and approved by relevant stakeholders. (iii) Testing protocols mandate user acceptance testing, load testing, and security testing prior to production deployment. Test results must be documented and signed off by customer representatives. (iv)

Training requirements specify minimum training hours for system operators, administrators, and end users. Training materials must be customized for customer-specific implementations.

(b) Service Level Commitments (i) System availability guarantees of 99.9% uptime during core business hours, excluding scheduled maintenance windows. Maintenance activities must be communicated 72 hours in advance. (ii) Response time standards categorize issues by severity levels with corresponding response times: - Critical: 30 minutes - High: 2 hours - Medium: 4 hours - Low: 8 hours (iii) Support availability includes 24/7 coverage for critical issues, with standard support during business hours for non-critical matters. Multiple communication channels must be maintained. (iv) Issue resolution timeframes specify maximum resolution times by severity: - Critical: 4 hours - High: 8 hours - Medium: 24 hours - Low: 72 hours

5.4 Compliance and Reporting

(a) Monthly performance reports must include: (i) System availability metrics (ii) Response time statistics (iii) Security incident summaries (iv) Service level achievement data

(b) Quarterly compliance reviews shall assess: (i) Security control effectiveness (ii) Policy adherence (iii) Training completion rates (iv) Documentation currency

EXHIBITS

Exhibit A: NexusCore™ Platform Technical Specifications Exhibit B: Standard Customer License Agreement Exhibit C: Employee IP Assignment Agreement Exhibit D: Service Level Agreement Standards

APPENDICES

Appendix 1: Board Committee Charters Appendix 2: Corporate Security Policies Appendix 3: Quality Control Procedures Appendix 4: Implementation Guidelines