

ORGANIZATIONAL AND CORPORATE DOCUMENT 29

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 commercializes proprietary artificial intelligence and machine learning technologies for industrial process optimization, as authorized under Article III of its Certificate of Incorporation filed with the Delaware Secretary of State;

WHEREAS, the Corporation's technological innovations encompass advanced neural networks, machine learning algorithms, and predictive analytics systems specifically designed for manufacturing efficiency, quality control optimization, and industrial automation processes;

WHEREAS, pursuant to Section 102 of the DGCL and the Corporation's governing documents, the Board of Directors (the "Board") has determined it necessary and advisable to establish certain organizational parameters and protective provisions regarding the Corporation's technology assets and venture capital structure;

WHEREAS, the Corporation has secured significant intellectual property rights, including patents, trademarks, and trade secrets related to its proprietary industrial optimization technologies, which require specific governance and protection mechanisms;

WHEREAS, the Corporation's operational framework involves strategic partnerships with industrial manufacturers, technology providers, and research institutions, necessitating clear organizational guidelines and protective measures; and

WHEREAS, this Document 29 shall serve to memorialize and effectuate such organizational matters in accordance with applicable law and the Corporation's existing governance framework.

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

DEFINITIONS AND INTERPRETATIONS

1.1 Defined Terms. For purposes of this Document 29, the following terms shall have the meanings specified below:

"Artificial Intelligence Technology" means the Corporation's proprietary machine learning algorithms, neural networks, computer vision systems, and related computational methods that enable automated industrial process optimization and decision support, including but not limited to deep learning models, reinforcement learning systems, and predictive maintenance algorithms deployed across manufacturing environments.

"NexusCore™ Platform" means the Corporation's flagship enterprise software suite that integrates computer vision, machine learning, predictive analytics, and process optimization capabilities with industrial control systems and IoT sensors, including all associated source code, documentation, and intellectual property rights therein, together with all updates, modifications, enhancements, and derivative works thereof.

"Industrial IoT Integration" means the technical specifications, protocols, and interfaces that enable the NexusCore™ Platform to collect, process, and analyze data from industrial equipment sensors and control systems, including all standardized communication protocols, data transformation layers, and security implementations.

"Intellectual Property" means all patents, patent applications, trade secrets, copyrights, trademarks, know-how, and other intellectual property rights owned or controlled by the Corporation related to its artificial intelligence and industrial technology solutions, whether registered or unregistered, in all jurisdictions worldwide.

"Proprietary Algorithms" means any and all algorithms, methodologies, processes, and computational approaches developed by the Corporation for industrial optimization, including machine learning models, neural network architectures, and decision-making systems.

"System Implementation" means the process of deploying, configuring, and integrating the NexusCore™ Platform within a client's industrial environment, including hardware installation, software configuration, and network integration activities.

"Technical Documentation" means all manuals, specifications, designs, drawings, protocols, methodologies, and other written materials that describe the functionality, operation, and maintenance of the Corporation's technology.

1.2 Interpretation. In this Document 29: (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 29 (d) The terms "hereof," "herein," and "hereunder" refer to this Document 29 as a whole (e) References to any statute or statutory provision include references to that statute or statutory provision as amended, extended, or re-enacted (f) References to "including" or similar terms shall be construed as illustrative and not limiting (g) Technical terms shall be interpreted in accordance with their generally accepted meaning within the artificial intelligence and industrial technology sectors (h) References to time periods shall be calculated in accordance with calendar days unless otherwise specified (i) Any reference to written or in writing includes electronic forms of

communication (j) Terms defined herein shall have their assigned meanings regardless of whether they appear in capital letters, lower case, or otherwise

1.3 Precedence. In the event of any conflict or inconsistency between the definitions in this section and definitions in other sections of this Document 29, the definitions in this section shall prevail unless explicitly stated otherwise.

CORPORATE STRUCTURE AND GOVERNANCE

3.1 Board Composition

(a) Size. The Board shall consist of seven (7) directors, including: (i) Two (2) Founder Directors (ii) Three (3) Independent Directors (iii) Two (2) Series C Investor Directors

(b) Qualifications. At least one Independent Director shall have substantial experience in artificial intelligence or machine learning technologies, and one shall have expertise in industrial manufacturing operations.

(c) Term and Removal (i) Directors shall serve three-year staggered terms (ii) Any director may be removed with cause by two-thirds majority vote (iii) Vacancies shall be filled within sixty (60) days (iv) Interim appointments shall serve the remainder of the vacant term

(d) Board Committees (i) Audit Committee, comprising at least three Independent Directors (ii) Compensation Committee, excluding Founder Directors (iii) Technology Advisory Committee, including CTO and qualified Directors (iv) Nominating and Governance Committee

3.2 Officer Roles and Responsibilities

(a) Chief Executive Officer. The CEO shall have primary responsibility for: (i) Strategic direction and execution (ii) Technology commercialization (iii) Investor relations (iv) Overall corporate performance (v) Annual operating plan development and implementation (vi) Executive team recruitment and management

(b) Chief Technology Officer. The CTO shall oversee: (i) AI/ML technology development (ii) Platform architecture (iii) Industrial integration specifications (iv) Technical partnerships (v) IP portfolio management (vi) Research and development roadmap

(c) Chief Financial Officer. The CFO shall manage: (i) Financial planning and analysis (ii) Capital structure optimization (iii) Compliance and reporting (iv) Risk management (v) Investor communications support

3.3 Series C Investor Rights

(a) Protective Provisions. The following actions require approval of Series C holders: (i) Sale or merger of the Corporation (ii) Issuance of senior securities (iii) Material technology

licensing arrangements (iv) Annual budget approval (v) Intellectual property transfers or exclusive licenses (vi) Material deviations from approved business plan

(b) Information Rights (i) Monthly financial statements (ii) Technical development reports (iii) Customer acquisition metrics (iv) Product roadmap updates (v) Quarterly board meeting materials (vi) Annual compliance certificates

3.4 Corporate Governance Standards

(a) Board Meetings (i) Minimum of six regular meetings annually (ii) Special meetings upon 72-hour notice (iii) Quorum requires majority including one Series C Director (iv) Remote participation permitted via secure video conference

(b) Conflict Resolution (i) Independent counsel for related-party transactions (ii) Mandatory recusal for conflicted Directors (iii) Special committee formation for material conflicts (iv) Written disclosure requirements

3.5 Succession Planning

(a) Executive Succession (i) Annual review of succession candidates (ii) Emergency succession protocols (iii) Development programs for key positions (iv) Regular talent assessment

(b) Board Succession (i) Skills matrix maintenance (ii) Advance nomination procedures (iii) Orientation program requirements (iv) Continuing education standards

3.6 Compliance Framework

(a) Corporate Policies (i) Code of Ethics (ii) Insider Trading Policy (iii) Related Party Transaction Policy (iv) Whistleblower Protection Policy

(b) Monitoring and Reporting (i) Quarterly compliance reviews (ii) Annual policy certifications (iii) Independent audit requirements (iv) Regulatory filing oversight

3.7 Amendment Procedures

(a) Governance Document Modifications (i) Two-thirds Board approval required (ii) Series C holder consent for material changes (iii) Annual review requirement (iv) Stockholder notification procedures

(b) Implementation (i) Policy update protocols (ii) Training requirements (iii) Documentation standards (iv) Effectiveness tracking

INTELLECTUAL PROPERTY PROTECTION

4.1 Ownership of AI Technology

(a) The Corporation shall retain exclusive ownership of: (i) All AI algorithms and models, including neural network architectures, decision trees, and ensemble methods (ii) Machine

learning training data, including labeled datasets, validation sets, and testing corpora (iii) Computer vision systems, including object detection, image classification, and scene understanding components (iv) Process optimization methodologies, including genetic algorithms and reinforcement learning implementations (v) Derivative works and improvements developed using Corporation resources

(b) Employee and contractor agreements shall include: (i) IP assignment provisions covering both present and future developments (ii) Non-disclosure obligations extending five years post-employment (iii) Non-compete restrictions within designated technological domains (iv) Invention disclosure requirements within 30 days of conception (v) Assignment of moral rights and waiver of attribution claims (vi) Cooperation obligations in IP registration and enforcement

4.2 Trade Secret Protection

(a) The Corporation shall maintain: (i) Security protocols for source code, including access logging and version control (ii) Access controls for AI training data with multi-factor authentication (iii) Confidentiality procedures for all proprietary information (iv) Documentation of secret information in secure repositories (v) Employee training programs on IP security protocols (vi) Incident response procedures for potential IP breaches

(b) Protective Measures shall include: (i) Physical security controls for development environments (ii) Digital watermarking of proprietary assets (iii) Regular security audits and vulnerability assessments (iv) Data encryption standards for stored and transmitted information (v) Clean desk policies and secure disposal procedures (vi) Visitor management and contractor screening protocols

4.3 Patent Strategy

(a) The Corporation shall pursue patent protection for: (i) Core AI architectures and novel algorithmic implementations (ii) Industrial integration methods and system interfaces (iii) Novel optimization techniques and performance improvements (iv) Hardware/software interfaces and communication protocols (v) Application-specific AI implementations (vi) Edge computing and distributed AI systems

(b) Patent Management shall include: (i) Regular invention disclosure reviews (ii) Strategic filing in key jurisdictions (iii) Maintenance of patent portfolios (iv) Freedom-to-operate analyses (v) Competitive patent monitoring (vi) License agreement management

4.4 Technology Transfer Controls

(a) The Corporation shall implement: (i) Technology transfer agreements with detailed scope limitations (ii) Usage restrictions on licensed technologies (iii) Export control compliance procedures (iv) Geographic restrictions on technology deployment (v) Sublicensing controls and revenue sharing terms

4.5 Enforcement Mechanisms

(a) The Corporation shall maintain: (i) IP monitoring and detection systems (ii) Infringement response procedures (iii) Litigation preparation protocols (iv) Alternative dispute resolution procedures (v) Evidence preservation guidelines (vi) Damage assessment methodologies

(b) Enforcement Actions shall include: (i) Cease and desist procedures (ii) Settlement negotiation protocols (iii) Injunctive relief strategies (iv) Monetary recovery calculations (v) Cross-licensing considerations (vi) Jurisdictional enforcement planning

SIGNATURE BLOCK

IN WITNESS WHEREOF, the Corporation has caused this Document 29 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

Technical Specifications for NexusCore™ Platform

EXHIBIT B

Series C Investor Rights Schedule

APPENDIX 1

Approved Form of Confidentiality Agreement

APPENDIX 2

IP Assignment Template

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