CORPORATE GOVERNANCE AND ORGANIZATIONAL CHARTER

NEXUS INDUSTRIAL INTELLIGENCE, INC.

Effective 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 ("DGCL") on March 15, 2018, with its principal place of business located at 1200 Technology Drive, Suite 400, Wilmington, Delaware 19801;

WHEREAS, the Corporation develops and deploys advanced artificial intelligence and machine learning solutions for industrial process optimization and automation, including but not limited to predictive maintenance systems, real-time performance analytics, and adaptive control algorithms;

WHEREAS, the Corporation has established itself as a leading provider of proprietary technological solutions in accordance with its Certificate of Incorporation filed with the Delaware Secretary of State pursuant to DGCL §102;

WHEREAS, the Board of Directors (the "Board") deems it necessary and advisable to establish comprehensive governance protocols for the Corporation's proprietary technology and intellectual property assets, including patents, trade secrets, software implementations, and associated documentation;

WHEREAS, the Corporation maintains substantial intellectual property portfolios and technological assets that require specific governance frameworks to ensure proper protection, development, and commercialization;

WHEREAS, this Charter shall serve as the primary governing document for the Corporation's technological assets, supplementing existing corporate bylaws and operating procedures; and

WHEREAS, the Corporation seeks to establish clear protocols for technology development, licensing, protection, and commercialization in compliance with applicable state and federal laws, including intellectual property statutes and regulations.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants contained herein, the Corporation hereby adopts this Charter as follows:

2.0 DEFINITIONS AND INTERPRETATIONS

2.1 Defined Terms. The following terms shall have the meanings specified:

(a) "NexusCore™ Platform" means the Corporation's proprietary enterprise software suite that combines computer vision, machine learning, predictive analytics, and process optimization algorithms for industrial applications, including all associated modules, interfaces, APIs, and system components developed or implemented by the Corporation.

(b) "Artificial Intelligence Systems" means the Corporation's proprietary machine learning models, neural networks, and algorithmic decision-making systems deployed within the NexusCore™ Platform, encompassing: (i) Supervised and unsupervised learning algorithms; (ii) Deep learning architectures and neural network implementations; (iii) Natural language processing components; (iv) Reinforcement learning systems; and (v) Automated decision support frameworks.

(c) "Industrial IoT Integration" means the technological infrastructure and protocols enabling communication between the NexusCore™ Platform and industrial control systems, sensors, and connected devices, including: (i) Network protocols and communication standards; (ii) Data acquisition and processing systems; (iii) Edge computing devices and gateways; (iv) Sensor integration frameworks; and (v) Real-time monitoring and control interfaces.

(d) "Proprietary Technology" means all software, algorithms, models, methodologies, and technical implementations developed by the Corporation, including: (i) Computer vision systems for industrial inspection and quality control; (ii) Machine learning models for predictive maintenance; (iii) Edge computing implementations; (iv) Process optimization algorithms; (v) Data preprocessing and feature extraction methods; (vi) Model training and validation frameworks; and (vii) System integration protocols.

(e) "Technical Documentation" means all documentation, specifications, manuals, and technical materials related to the Corporation's technologies, including: (i) System architecture diagrams; (ii) API specifications; (iii) Implementation guides; (iv) Training materials; and (v) Technical support documentation.

2.2 Interpretation. In this Charter: (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 Charter; (d) "Including" means "including without limitation"; (e) Technical terms shall be interpreted according to their generally accepted meaning within the artificial intelligence and industrial technology sectors; (f) References to algorithms, models, or systems shall include all associated components, dependencies, and implementations; (g) References to software shall include source code, object code, APIs, and all related materials; (h) References to industrial applications shall encompass all manufacturing, processing, and production environments; and (i) Time periods

shall be calculated in accordance with standard business days in the jurisdiction of incorporation.

2.3 Precedence. In the event of any conflict or inconsistency between defined terms, the more specific definition shall take precedence over the more general definition, unless explicitly stated otherwise in this Charter.

3.0 CORPORATE STRUCTURE AND GOVERNANCE

3.1 Board of Directors

(a) Composition. The Board shall consist of not less than five (5) and not more than nine (9) directors, including: (i) Dr. Sarah Chen, Chief Executive Officer and Co-founder; (ii) Michael Roberts, Chief Technology Officer and Co-founder; (iii) At least one (1) independent director; and (iv) Up to two (2) venture capital investor representatives.

(b) Authority. The Board shall have ultimate authority over: (i) Strategic direction and major corporate transactions; (ii) Technology development roadmap; (iii) Capital allocation and fundraising; (iv) Executive compensation and incentives; (v) Annual operating budgets exceeding $5 million; (vi) Intellectual property strategy and protection; and (vii) Material contracts exceeding $2 million in value.

(c) Meetings and Voting (i) The Board shall meet at least quarterly, with additional meetings as needed; (ii) Quorum requires presence of at least 60% of directors; (iii) Decisions require simple majority vote unless otherwise specified; (iv) Remote participation via secure video conference is permitted; and (v) Written resolutions require unanimous consent of all directors.

3.2 Officers and Management

(a) Required Officers. The Corporation shall maintain the following officer positions: (i) Chief Executive Officer (Dr. Sarah Chen); (ii) Chief Technology Officer (Michael Roberts); (iii) Chief Financial Officer (David Kumar); (iv) Chief AI Officer (Dr. James Wilson); and (v) Corporate Secretary.

(b) Responsibilities. Officers shall have the following primary duties: (i) CEO: Strategic leadership, corporate vision, overall management, stakeholder relations, and final decision-making authority on operational matters; (ii) CTO: Technology development, platform architecture, R&D oversight, technical team management, and cybersecurity protocols; (iii) CFO: Financial management, reporting, compliance, risk management, and investor relations; (iv) Chief AI Officer: AI/ML strategy, implementation, ethical frameworks, and algorithmic governance; and (v) VP Sales: Revenue growth, customer acquisition, market expansion, and sales team leadership.

(c) Term and Removal (i) Officers serve at the pleasure of the Board; (ii) Performance reviews conducted annually; (iii) Removal requires two-thirds Board majority vote; (iv) Succession

planning mandatory for all C-level positions; and (v) Interim appointments require Board approval.

3.3 Committees

(a) Standing Committees shall include: (i) Audit Committee; (ii) Compensation Committee; (iii) Technology and Innovation Committee; and (iv) AI Ethics and Governance Committee.

(b) Committee Composition and Authority (i) Each committee shall have at least three (3) members; (ii) Independent directors must chair Audit and Compensation Committees; (iii) Committees report directly to the Board quarterly; (iv) Special committees may be formed by Board resolution; and (v) External advisors may be engaged with Board approval.

3.4 Governance Protocols

(a) Corporate Policies (i) Mandatory compliance with ethics code; (ii) Annual governance review required; (iii) Conflict of interest declarations quarterly; (iv) Whistleblower protection mechanisms; and (v) Regular governance training for all directors.

(b) Stakeholder Communications (i) Regular investor updates required; (ii) Annual stakeholder engagement plan; (iii) Transparent reporting protocols; (iv) Crisis communication procedures; and (v) Public relations guidelines.

3.5 Amendments and Modifications

(a) This governance structure may be amended by: (i) Two-thirds majority Board vote; (ii) Shareholder approval for material changes; (iii) Compliance with applicable regulations; (iv) Written notice to all stakeholders; and (v) Implementation timeline not exceeding 90 days.

(b) Emergency Provisions (i) Temporary governance modifications permitted during crises; (ii) Emergency decision-making protocols; (iii) Business continuity requirements; and (iv) Restoration of standard governance post-emergency.

4.0 INTELLECTUAL PROPERTY PROTECTION

4.1 Ownership and Rights

(a) The Corporation shall retain exclusive ownership of: (i) All Artificial Intelligence Systems and algorithms, including but not limited to machine learning models, neural networks, computer vision systems, and natural language processors; (ii) Software source code, implementations, and derivative works thereof; (iii) Training data, model parameters, weights, and optimization techniques; and (iv) Technical documentation, methodologies, and trade secrets.

(b) The Corporation's intellectual property rights shall extend to: (i) All improvements, modifications, and enhancements; (ii) Generated outputs and derivative models; (iii) Custom

frameworks and development tools; and (iv) Associated research findings and technical discoveries.

4.2 Protection Measures

(a) The Corporation shall implement: (i) Patent protection for novel AI/ML implementations, including filing in all relevant jurisdictions; (ii) Copyright registration for software code, documentation, and related materials; (iii) Trade secret protocols for algorithmic methods and proprietary processes; and (iv) Trademark protection for the NexusCore™ brand and associated products.

(b) Additional safeguards shall include: (i) Regular IP audits and portfolio reviews; (ii) Monitoring of competitive patent filings; (iii) Documentation of invention dates and development processes; and (iv) Secure storage of all IP-related materials.

4.3 Licensing and Technology Transfer

(a) Any licensing of Proprietary Technology shall require: (i) Board approval following detailed commercial assessment; (ii) Written agreement with comprehensive confidentiality provisions; (iii) Usage restrictions, monitoring protocols, and compliance audits; and (iv) Appropriate compensation structure including royalties and milestone payments.

(b) Technology transfer agreements shall specify: (i) Scope of permitted use and territorial restrictions; (ii) Technical support and maintenance obligations; (iii) Sublicensing restrictions and requirements; and (iv) Term and termination conditions.

4.4 Confidentiality

(a) All employees, contractors, and partners shall: (i) Execute binding confidentiality agreements prior to access; (ii) Comply with information security protocols and access controls; (iii) Return all proprietary materials upon termination; and (iv) Maintain confidentiality in perpetuity regarding protected information.

4.5 Enforcement and Remedies

(a) The Corporation shall actively protect its intellectual property through: (i) Regular monitoring for potential infringement; (ii) Prompt legal action against unauthorized use; (iii) Pursuit of injunctive relief and damages; and (iv) Cooperation with law enforcement regarding IP theft.

4.6 Employee and Contractor Obligations

(a) All personnel shall: (i) Assign all work-related inventions to the Corporation; (ii) Promptly disclose potential patentable innovations; (iii) Maintain detailed records of development activities; and (iv) Participate in IP protection procedures as required.

4.7 Third-Party IP Rights

(a) The Corporation shall: (i) Conduct thorough freedom-to-operate analyses; (ii) Obtain necessary third-party licenses; (iii) Maintain records of all licensed IP; and (iv) Respect valid third-party IP rights.

IN WITNESS WHEREOF, the Corporation has caused this Charter to be executed by its duly authorized officer as of the date first written above.

NEXUS INDUSTRIAL INTELLIGENCE, INC.

By: _____ Dr. Sarah Chen Chief Executive Officer

ATTEST:

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Corporate Secretary

EXHIBIT A

Schedule of Protected Intellectual Property [Detailed IP schedule to be maintained by Legal Department]

EXHIBIT B

Approved Form of Confidentiality Agreement [Standard NDA template for employees and contractors]