



**State of Rhode Island  
Office of the Secretary of State**

Fee: \$230.00

Division Of Business Services  
148 W. River Street  
Providence RI 02904-2615  
(401) 222-3040

**Business Corporation  
Articles of Incorporation**

(Chapter 7-1.2- of the General Laws of Rhode Island, 1956, as amended)

**ARTICLE I**

The name of the corporation is vypr technologies, inc.

This is a close corporation pursuant to § 7-1.2-1701 of the General Laws, 1956, as amended. (Uncheck if inapplicable.)

**ARTICLE II**

The total number of shares which the corporation has authority to issue is:  
(Unless otherwise stated all authorized shares are deemed to have a nominal or par value of \$0.01 per share.)

Class of Stock	Par Value Per Share	Total Authorized Shares <i>Number of Shares</i>
CNP	\$0.0000	20,000.00
PNP	\$0.0000	20,000.00

A statement of all or any of the designations and the powers, preferences, and rights, including voting rights, and the qualifications, limitations, or restrictions of them, which are permitted by the provisions of Chapter 7-1.2 of the General Laws, 1956, as amended, in respect of any class or classes of shares of the corporation and the fixing of which by the articles of association is desired, and an express grant of the authority as it may then be desired to grant to the board of directors to fix by vote or votes any of them that may be desired but which is not fixed by the articles:

EACH OF THE SHAREHOLDERS OWNS THE NUMBER OF SHARES OF CLASS "A" VOTING STOCK (LISTED IN THIS FILING AS "COMMON STOCK") LISTED BELOW:

ARVIND VELUVALI - 11,000  
CUTLER WHITELY - 9,000

EACH OF THE SHAREHOLDERS OWN THE NUMBER OF SHARES OF CLASS "B" NON-VOTING STOCK (LISTED IN THIS FILING AS "PREFERRED STOCK") LISTED BELOW:

ARVIND VELUVALI - 10,000  
CUTLER WHITELY - 10,000

POSSESSION OF CLASS "A" VOTING STOCK DOES NOT ENTITLE THE SHAREHOLDER POSSESSING THE CLASS "A" VOTING STOCK TO DISTRIBUTION OF ANY PROFITS OR FINANCIAL COMPENSATION FROM THE CORPORATION. SHAREHOLDERS POSSESSING CLASS "A" VOTING STOCK ARE ENTITLED TO ONE VOTE PER SHARE OF CLASS "A" VOTING STOCK.

POSSESSION OF CLASS "B" NON-VOTING STOCK ENTITLES THE SHAREHOLDER POSSESSING THE CLASS "B" STOCK TO DISTRIBUTION OF PROFITS AND FINANCIAL COMPENSATION FROM THE CORPORATION, AT THE DISCRETION OF THE VOTING MEMBERS, COMMENSURATE WITH THE SHAREHOLDER'S PROPORTIONATE HOLDINGS OF CLASS "B" NON-VOTING STOCK.

### ARTICLE III

The street address (post office boxes are not acceptable) of the initial registered office of the corporation is:

No. and Street: 29 FREMONT ST  
UNIT C

City or Town: PROVIDENCE State: RI Zip: 02906

The name of its initial registered agent at such address is CUTLER WHITELY

### ARTICLE IV

The corporation has the purpose of engaging in any lawful business, and shall have perpetual existence until dissolved or terminated in accordance with Chapter 7-1.2.

### ARTICLE V

Additional provisions, if any, not inconsistent with Chapter 7-1.2 which the incorporators elect to have set forth in these Articles of Incorporation:

#### SHAREHOLDER AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO AS OF FEBRUARY 15, 2021, BY AND AMONG:

ARVIND VELUVALI - 6810 VALLEY VIEW RD, EDINA, MINNESOTA 55439

CUTLER WHITELY - 29 FREMONT ST, PROVIDENCE, RHODE ISLAND 02906

(REFERRED TO COLLECTIVELY AS "SHAREHOLDERS" AND "FOUNDERS", AND

INDIVIDUALLY AS "SHAREHOLDER" AND

"FOUNDER", WITH

THE SOLE AND EXCLUSIVE RIGHT OF ARVIND VELUVALI AND CUTLER WHITELY TO BE KNOWN INDIVIDUALLY AS "FOUNDER"

AND

COLLECTIVELY AS "FOUNDERS"), AND VYPR TECHNOLOGIES (OR "VYPR") WHOSE OFFICIAL ADDRESS IS 29 FREMONT ST, PROVIDENCE, RHODE

ISLAND

02906.

#### RECITALS

THE SHAREHOLDERS ARE ALL THE SHAREHOLDERS OF VYPR ("THE CORPORATION"), A RHODE ISLAND CORPORATION.

THE SHAREHOLDERS BELIEVE IT IS IN THEIR BEST INTEREST TO UNANIMOUSLY AGREE TO TERMS BELOW RELATED TO THE

OPERATION,

MANAGEMENT AND CONTROL OF THE CORPORATION IN ORDER TO ACHIEVE HARMONIOUS BALANCE AND DIRECTION.

#### AGREEMENT

IN CONSIDERATION OF THE AGREEMENTS HEREIN CONTAINED, THE SHAREHOLDERS AGREE AS FOLLOWS.

#### 1. SHARES SUBJECT TO THIS AGREEMENT.

EACH OF THE SHAREHOLDERS OWNS THE NUMBER OF SHARES OF CLASS "A" VOTING STOCK LISTED BELOW:

ARVIND VELUVALI - 11,000  
CUTLER WHITELY - 9,000

EACH OF THE SHAREHOLDERS OWN THE NUMBER OF SHARES OF CLASS "B" NON-VOTING STOCK LISTED BELOW:

ARVIND VELUVALI - 10,000  
CUTLER WHITELY - 10,000

POSSESSION OF CLASS "A" VOTING STOCK DOES NOT ENTITLE THE SHAREHOLDER POSSESSING THE CLASS "A" VOTING STOCK TO DISTRIBUTION OF ANY PROFITS OR FINANCIAL COMPENSATION FROM THE CORPORATION. SHAREHOLDERS POSSESSING CLASS "A" VOTING STOCK ARE ENTITLED TO ONE VOTE PER SHARE OF CLASS "A" VOTING STOCK.

POSSESSION OF CLASS "B" NON-VOTING STOCK ENTITLES THE SHAREHOLDER POSSESSING THE CLASS "B" STOCK TO DISTRIBUTION OF PROFITS AND FINANCIAL COMPENSATION FROM THE CORPORATION, AT THE DISCRETION OF THE VOTING MEMBERS, COMMENSURATE WITH THE SHAREHOLDER'S PROPORTIONATE HOLDINGS OF CLASS "B" NON-VOTING STOCK.

## 2. VESTING

SHARE VESTING WILL OCCUR BASED ON THE FOLLOWING SCHEDULE:

- UNTIL AND THROUGH MARCH 29, 2021 NEITHER FOUNDER'S SHARES WILL VEST
- ON AND NOT BEFORE MARCH 29, 2021—25% OF EACH FOUNDER'S SHARES WILL VEST
- ON AND NOT BEFORE THE 1ST OF EVERY MONTH THEREAFTER, 1/24TH OF THE REMAINING 75% WILL VEST
- THUS, ON MARCH 29, 2023 (THE "FULL VESTING DATE"), EACH FOUNDER WILL BE 100% VESTED.

IF EITHER FOUNDER CEASES TO PROVIDE SERVICES TO THE COMPANY, RESIGNS FROM THE COMPANY, OR IS TERMINATED FROM SERVICE WITH THE COMPANY BY A UNANIMOUS VOTE OF THE FOUNDERS ACCORDING TO THEIR RESPECTIVE OWNERSHIP INTERESTS, SOLELY WITH CAUSE (AS DEFINED EXCLUSIVELY IN SECTION 3G OF THE SHAREHOLDER AGREEMENT) OR GOOD REASON, (THE "TERMINATED FOUNDER") AT ANY TIME PRIOR TO THE FULL VESTING DATE (THE "TERMINATION DATE"), NONE OF THE TERMINATED FOUNDER'S ADDITIONAL SHARES SHALL VEST. IF A UNANIMOUS VOTE CANNOT BE REACHED, MEDIATION OR ARBITRATION FOLLOWING MEDIATION SHALL BE USED TO DETERMINE WHETHER CAUSE OR GOOD REASON HAS BEEN ESTABLISHED. THE TERMINATED FOUNDER'S SHARES REMAINING UNVESTED AS OF THE

TERMINATION DATE SHALL BE CANCELLED OR RETURNED TO THE COMPANY, AND THE FOUNDER'S OWNERSHIP INTEREST SHALL BE REDUCED BY THE AMOUNT OF UNVESTED SHARES SO CANCELLED OR RETURNED.

IF BOTH FOUNDERS ARE STILL FULLY INVOLVED WITH THE BUSINESS AND A LIQUIDITY EVENT (I.E. SALE TO A THIRD PARTY, AN INITIAL PUBLIC OFFERING, OR OTHER LIQUIDITY EVENT) OCCURS, 100% VESTING WILL OCCUR IMMEDIATELY.

### 3. MANAGEMENT AND CONTROL.

#### A. BOARD OF DIRECTORS.

SUBJECT TO SECTION 1, DURING THE TERM OF THIS AGREEMENT THE BOARD OF DIRECTORS OF THE CORPORATION SHALL CONSIST OF ALL OF THE SHAREHOLDERS, AND ANNUAL OR OTHER ELECTIONS OF DIRECTORS ARE WAIVED. THE CORPORATION SHALL BE MANAGED AND CONTROLLED IN ACCORDANCE WITH THIS AGREEMENT. THE SHAREHOLDERS AND THE BOARD ARE REQUIRED TO HOLD AN ANNUAL MEETING, AS WELL AS SPECIAL MEETINGS CALLED BY ANY HOLDER OF CLASS "A" VOTING SHARES. ANY ACTION OR DECISION MADE BY THE BOARD OR THE SHAREHOLDERS MAY BE EVIDENCED BY ANY WRITING EXECUTED BY THE REQUISITE NUMBER OF SHAREHOLDERS AS SPECIFIED IN THIS AGREEMENT, OR OTHERWISE AS THE SHAREHOLDERS MAY AGREE IN WRITING. ANY SHAREHOLDER MAY AUTHORIZE ANY OTHER SHAREHOLDER TO REPRESENT OR ACT AS PROXY FOR THE FORMER AT ANY MEETING ACCORDING TO THE WRITTEN INSTRUCTIONS, GENERAL OR SPECIFIC, OF THE AUTHORIZING SHAREHOLDER.

#### B. MANAGING SHAREHOLDER.

EXCEPT AS SET FORTH IN THIS SECTION, ARVIND VELUVALI, OR HIS DULY APPOINTED SUCCESSOR (THE "MANAGING SHAREHOLDER") SHALL MANAGE, CONTROL, AND OPERATE THE BUSINESS AND AFFAIRS OF THE CORPORATION AS PRESIDENT AND GENERAL MANAGER WITHOUT ANY FURTHER ACTION OR APPROVAL BY THE FOUNDERS, SHAREHOLDERS OR THE BOARD. THE POSITION OF MANAGING SHAREHOLDER IS ENTITLED TO NO ADDITIONAL FINANCIAL COMPENSATION BESIDES THE SHARES THAT HE HAS BEEN GRANTED. THE MANAGING SHAREHOLDER MAY BE CHANGED FROM TIME TO TIME WITH THE CONSENT OF THE FOUNDERS SUBJECT TO THE TERMS OF ANY EMPLOYMENT AGREEMENT BETWEEN THE CORPORATION AND THE MANAGING SHAREHOLDER. THE MANAGING SHAREHOLDER SHALL NOT HAVE THE POWER OR AUTHORITY, WITHOUT THE UNANIMOUS CONSENT OF THE FOUNDERS TO:

- REMOVE ANY FOUNDER.
- ALLOCATE OR CREATE NEW CLASS "A" VOTING SHARES OR CLASS "B" NONVOTING SHARES.

#### C. BOOKS, RECORDS, AND REPORTS.

THE MANAGING SHAREHOLDER SHALL CAUSE THE BOARD TO MAINTAIN THE BOOKS, RECORDS, AND OTHER DOCUMENTS REQUIRED BY THE LAW. NOTWITHSTANDING ANY WAIVER THEREOF CONTAINED IN THE BYLAWS OF THE BOARD, THE MANAGING SHAREHOLDER SHALL CAUSE THE BOARD TO FURNISH TO THE SHAREHOLDERS AN ANNUAL AUDITED REPORT.

D. CONDUCT OF BUSINESS.

THE MANAGING SHAREHOLDER AGREE TO USE THE SHAREHOLDER'S BEST EFFORTS TO CAUSE THE BUSINESS OF THE CORPORATION TO BE CONDUCTED IN ACCORDANCE WITH SOUND BUSINESS PRACTICES, IN A LAWFUL MANNER, AND TO ENDEAVOR TO PRESERVE FOR THE CORPORATION THE GOODWILL OF ITS SUPPLIERS, CUSTOMERS, EMPLOYEES, AND OTHERS HAVING BUSINESS RELATIONS WITH IT.

E. SHAREHOLDER MEETINGS.

AN ANNUAL MEETING SHALL BE HELD ONCE EACH CALENDAR YEAR FOR THE PURPOSE OF ELECTING DIRECTORS AND FOR THE TRANSACTION OF SUCH OTHER BUSINESS AS MAY PROPERLY COME BEFORE THE MEETING. THE ANNUAL MEETING SHALL BE HELD AT THE TIME AND PLACE DESIGNATED BY THE BOARD OF DIRECTORS FROM TIME TO TIME.

F. EMPLOYMENT OF SHAREHOLDERS.

THE SHAREHOLDERS SHALL HOLD THE FOLLOWING OFFICES OF THE CORPORATION, SO LONG AS THEY HOLD SHARES OF STOCK OF THE CORPORATION, ARE ACTIVE IN THE BUSINESS OF THE CORPORATION AND ARE ABLE TO PERFORM THEIR DUTIES AND RESPONSIBILITIES:

PRESIDENT: ARVIND VELUVALI, CUTLER WHITELY

SECRETARY: ARVIND VELUVALI

THE HOLDERS OF THESE OFFICES ARE ENTITLED TO NO FINANCIAL COMPENSATION IN ADDITION TO SHARES ALREADY HELD.

G. TERMINATION OF AN OFFICER.

ANY SHAREHOLDER, SAVE FOR A FOUNDER, MAY BE TERMINATED, BY ACTION OF THE SHAREHOLDERS, AS AN OFFICER, DIRECTOR, OR EMPLOYEE OF THE CORPORATION AS PROVIDED IN THIS SECTION. TERMINATION SHALL BECOME EFFECTIVE ON THE ADOPTION BY ALL OF THE OTHER SHAREHOLDERS, HOLDING NOT LESS THAN 67% OF THE CLASS "A" SHARES OF THE CORPORATION, AT A MEETING DULY HELD AFTER 14 DAYS' WRITTEN NOTICE HAS BEEN GIVEN TO THE SHAREHOLDERS, OF A WRITTEN RESOLUTION FINDING THAT THE SHAREHOLDER HAS ENGAGED IN BEHAVIOR DEFINED AS "CAUSE". THESE BEHAVIORS INCLUDE AND ARE LIMITED TO:

- ENGAGING A WILLFUL BREACH OF THIS AGREEMENT.
- CEASING TO HOLD SHARES IN THE CORPORATION.
- BEING CONVICTED BY ANY COURT OF ANY OFFENSE PUNISHABLE AS A FELONY.

- MAKING AN ASSIGNMENT OR AGREEMENT FOR THE BENEFIT OF THE CORPORATION'S CREDITORS.
- VIOLATING UNITED STATES LAW, OR THE LAW OF ANY JURISDICTION IN WHICH THE CORPORATION OPERATES.
- CEASING TO PROVIDE SERVICES TO THE CORPORATION.
- WILLFULLY AND INTENTIONALLY ACTING IN A MANNER THAT DAMAGES THE CORPORATION'S FINANCIAL INTERESTS.
- WILLFULLY AND INTENTIONALLY ACTING IN A MANNER THAT DAMAGES THE CORPORATION'S REPUTATION, ESPECIALLY PUBLIC DISPARAGEMENT OF THE CORPORATION.

QUALITATIVE DETERMINATIONS OF CAUSE WILL BE MADE THROUGH MEDIATION OR ARBITRATION FOLLOWING MEDIATION IF NO AGREEMENT CAN BE MADE. FOUNDERS MAY ONLY BE TERMINATED BY A UNANIMOUS (100%), WRITTEN VOTE OF ALL OUTSTANDING CLASS "A" VOTING SHARES.

IN THE EVENT OF ANY SUCH TERMINATION, THE TERMINATED SHAREHOLDER AGREES TO SELL TO THE CORPORATION, AND THE CORPORATION AGREES TO PURCHASE, IN PROPORTION TO THE SHARES OF THE CORPORATION THEN OWNED BY THEM, ALL CLASS "A" VOTING SHARES AND ALL CLASS "B" NON-VOTING SHARES OF THE CORPORATION THEN OWNED BY THE TERMINATED SHAREHOLDER AT A PURCHASE PRICE OF \$0.10 PER SHARE OR \$5,000, WHICHEVER IS LESS. THE PURCHASED SHARE SHALL THEN BE DISTRIBUTED AMONGST THE REMAINING SHAREHOLDERS ON A PRO RATA BASIS ACCORDING TO THE PERCENTAGE OF THE CLASS "A" VOTING SHARES AND CLASS "B" NON-VOTING SHARES ALREADY OWNED BY EACH REMAINING SHAREHOLDER. THE TERMINATED SHAREHOLDER SHALL BE ENTITLED TO RECEIVE SALARY FROM THE CORPORATION ONLY FOR THE PERIOD ENDING ON THE DATE OF TERMINATION.

#### H. VOTING OF SHARES.

EACH SHAREHOLDER SHALL VOTE OR CAUSE TO BE VOTED THE SHARES OF CLASS "A" STOCK OF THE CORPORATION HELD FOR RECORD OR OWNED BENEFICIALLY BY THE SHAREHOLDER IN SUCH A MANNER AS WILL CARRY OUT THE INTENTS AND PURPOSES OF, AND EFFECTUATE AND IMPLEMENT ALL OF THE COVENANTS AND AGREEMENTS IN THIS AGREEMENT.

#### 4. DISTRIBUTIONS.

##### A. DETERMINATION OF NET INCOME OR LOSS.

FOR THE PURPOSES OF THIS AGREEMENT, THE NET INCOME OR LOSS OF THE CORPORATION FOR ANY ACCOUNTING PERIOD SHALL BE ITS GROSS INCOME LESS THE CORPORATION'S EXPENSES DURING THAT PERIOD, DETERMINED ON AN ACCRUAL BASIS IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES. GROSS INCOME SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, AMOUNTS RECEIVED UPON OR IN RESPECT OF INVESTMENTS OF THE CORPORATION, GAINS REALIZED UPON THE SALE OR DISPOSITION OF ANY PROPERTY, AND ANY OTHER INCOME RECEIVED BY THE CORPORATION. EXPENSES

SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, THE EXPENSES OF CONDUCTING THE BUSINESS, SALARIES, INTEREST ON ANY LOANS OR BORROWINGS BY THE CORPORATION INCLUDING ANY LOANS OR ADVANCES TO THE CORPORATION BY ANY SHAREHOLDER, TAXES AND ASSESSMENTS ASSESSED TO THE CORPORATION OR LEVIED UPON ITS PROPERTIES AND PAYABLE BY IT, DEPRECIATION OF AND LOSSES ON THE CORPORATION'S PROPERTY (USING ANY METHOD OF DEPRECIATION THE MANAGING SHAREHOLDER DEEM APPROPRIATE), BAD DEBTS AND CONTINGENCIES FOR WHICH RESERVES SHOULD PROPERLY BE ESTABLISHED, AND ANY AND ALL OTHER EXPENSES INCIDENTAL TO THE CONDUCT OF THE BUSINESS OF THE CORPORATION.

B. REGULAR DISTRIBUTIONS OF NET INCOME. UNLESS THE MANAGING SHAREHOLDER SHALL DETERMINE IN GOOD FAITH THAT THE CORPORATION REASONABLY NEEDS TO RETAIN THE SAME TO MEET ITS OBLIGATIONS OR TO MAINTAIN A SOUND FINANCIAL CONDITION IN LIGHT OF THE CORPORATION'S REASONABLE FINANCIAL NEEDS, THE NET INCOME OF THE CORPORATION IN EXCESS OF \$100,000.00 SHALL BE DISTRIBUTED BY THE CORPORATION ANNUALLY, PROPORTIONATE TO THE PERCENTAGE OF SHARES OWNED BY EACH SHAREHOLDER.

#### 5. DISSOLUTION.

A. RESTRICTIONS ON VOLUNTARY DISSOLUTION. THE UNANIMOUS WRITTEN CONSENT OF THE CLASS "A" SHAREHOLDERS SHALL BE REQUIRED TO APPROVE THE VOLUNTARY DISSOLUTION OF THE CORPORATION.

B. PROCEDURES DURING WINDING UP. ON COMMENCEMENT OF DISSOLUTION PROCEEDINGS EITHER BY ELECTION OF ALL SHAREHOLDERS OR OTHERWISE, THE CORPORATION WILL CEASE TO CARRY ON BUSINESS EXCEPT AS NECESSARY TO WIND UP ITS BUSINESS AND DISTRIBUTE ITS ASSETS. THE BOARD OF DIRECTORS WILL PERFORM THE FOLLOWING ACTS, AS NECESSARY, TO WIND UP THE AFFAIRS OF THE CORPORATION:  
EMPLOY AGENTS AND ATTORNEYS TO LIQUIDATE AND WIND UP THE AFFAIRS OF THE CORPORATION;  
CONTINUE THE BUSINESS AS NECESSARY FOR THE WINDING UP OF THE AFFAIRS OF THE CORPORATION;  
CARRY OUT CONTRACTS AND COLLECT, PAY, COMPROMISE, AND SETTLE DEBTS AND CLAIMS FOR OR AGAINST THE CORPORATION;  
DEFEND SUITS BROUGHT AGAINST THE CORPORATION;  
SUE, IN THE NAME OF THE CORPORATION, FOR ALL SUMS DUE TO THE CORPORATION OR RECOVER ANY OF ITS PROPERTY;  
COLLECT ANY AMOUNTS OWING ON SUBSCRIPTIONS TO SHARES OR RECOVER UNLAWFUL DISTRIBUTIONS;  
SELL AT PUBLIC OR PRIVATE SALE, EXCHANGE, CONVEY, OR OTHERWISE DISPOSE OF ALL OR ANY PART OF THE ASSETS

OF THE CORPORATION FOR CASH IN AN AMOUNT CONSIDERED REASONABLE BY THE PRESIDENT, OR HIS OR HER

APPOINTEE(S);

MAKE CONTRACTS AND TAKE ANY STEPS IN THE NAME OF THE CORPORATION THAT ARE NECESSARY OR CONVENIENT IN ORDER TO WIND UP THE AFFAIRS OF THE CORPORATION.

C. DISTRIBUTION OF ASSETS ON DISSOLUTION.

THE MANAGING SHAREHOLDER WILL APPLY THE ASSETS OF THE CORPORATION IN THE

FOLLOWING ORDER:

TO ALL DEBTS AND LIABILITIES OF THE CORPORATION IN ACCORDANCE WITH THE LAW, INCLUDING THE EXPENSES OF DISSOLUTION

AND LIQUIDATION, BUT EXCLUDING ANY DEBTS TO A SHAREHOLDER;

TO ALL SENIOR DEBTS TO A SHAREHOLDER IN ACCORDANCE WITH THE TERMS OF ANY SUBORDINATION AGREEMENT;

TO THE ACCRUED AND UNPAID INTEREST ON UNSUBORDINATED DEBTS TO A SHAREHOLDER;

TO THE PRINCIPAL OF UNSUBORDINATED DEBTS TO A SHAREHOLDER;

TO UNDISTRIBUTED NET PROFITS OF THE CORPORATION, SUBJECT TO THE PROVISIONS OF THIS AGREEMENT;

TO REPAYMENT OF THE PURCHASE PRICE OF THE SHARES OF THE CORPORATION ACTUALLY PAID BY EACH SHAREHOLDER;

AND,

FINALLY,

TO THE SHAREHOLDERS IN PROPORTION TO THE NUMBER OF SHARES OF THE CORPORATION HELD BY EACH.

6. VOTING.

A. CERTAIN VOTING REQUIREMENTS. THE CONSENT OF ALL SHAREHOLDERS SHALL BE REQUIRED TO APPROVE ANY OF THE

FOLLOWING ACTIONS BY THE BOARD, AND EACH SHAREHOLDER HEREBY WAIVES ANY RIGHT TO THE TAKING OF ANY OF

SUCH ACTIONS BY APPROVAL, CONSENT, OR VOTE OF A LESSER PERCENTAGE:

- AMENDMENT, REPEAL, OR ALTERATION IN ANY WAY OF ANY PROVISION OF THE ARTICLES OF INCORPORATION OR

BYLAWS OF THE CORPORATION

- MERGER OR CONSOLIDATION OF THE CORPORATION

- TRANSFER OF ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF THE CORPORATION

7. RESTRICTIONS ON TRANSFER.

A. RESTRICTIONS ON TRANSFER.

TO ACCOMPLISH THE PURPOSES OF THIS AGREEMENT, ANY TRANSFER, SALE, ASSIGNMENT, HYPOTHECATION,

ENCUMBRANCE, OR ALIENATION OF ANY OF THE SHARES OF THE CORPORATION, OTHER THAN ACCORDING TO THE TERMS

OF THIS AGREEMENT IS VOID AND TRANSFERS NO RIGHT, TITLE, OR INTEREST IN OR TO THOSE SHARES TO THE

PURPORTED TRANSFEREE, BUYER, ASSIGNEE, PLEDGEE, OR ENCUMBRANCE HOLDER.

EACH SHAREHOLDER SHALL HAVE THE RIGHT TO VOTE SHARES HELD OF RECORD AND TO RECEIVE DIVIDENDS PAID ON THEM UNTIL THE SHARES ARE SOLD OR TRANSFERRED IN ACCORDANCE WITH THIS AGREEMENT.

B. PERMITTED TRANSFERS.

A SHAREHOLDER MAY TRANSFER ALL OR ANY PART OF HIS OR HER CLASS "B" NONVOTING SHARES ONLY TO: A SPOUSE, ANCESTORS OR LINEAL DESCENDANTS OR THE SPOUSES OF ANY OF SUCH PERSONS, OR TO ANY TRUST SOLELY FOR THE BENEFIT OF THE SHAREHOLDER OR ANY OF THE FOREGOING PERSONS, PROVIDED THAT EACH SUCH PERMITTED TRANSFEREE SHALL FIRST AGREE IN WRITING TO BE BOUND BY THE TERMS AND PROVISIONS OF THIS AGREEMENT. A SHAREHOLDER MAY ALSO TRANSFER ALL OR ANY PART OF HIS OR HER CLASS "B" NONVOTING SHARES IF THAT TRANSFER IS APPROVED IN WRITING BY A MAJORITY OF THE AGGREGATE OF THE REMAINING, UNTRANSFERRED SHARES. CLASS "A" SHARES MAY NOT BE TRANSFERRED, AND WILL BE DISTRIBUTED TO EXISTING CLASS "A" SHAREHOLDERS ON A PRO RATA BASIS UPON THE DEATH, INCAPACITATION, OR REMOVAL OF THE SHAREHOLDER. ADDITIONALLY, CLASS "A" SHARES MAY ONLY BE SOLD BACK TO THE CORPORATION AT A NOMINAL VALUE OF \$1 PER SHARE; THE CORPORATION WILL DISTRIBUTE THOSE SHARES TO EXISTING CLASS "A" SHAREHOLDERS ON A PRO RATA BASIS.

8. DISPUTE RESOLUTION.

ALTERNATIVE DISPUTE RESOLUTION. THE PARTIES WILL ATTEMPT TO RESOLVE ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT THROUGH FRIENDLY NEGOTIATIONS AMONGST THE PARTIES. IF THE MATTER IS NOT RESOLVED BY NEGOTIATION, THE PARTIES WILL RESOLVE THE DISPUTE USING THE BELOW ALTERNATIVE DISPUTE RESOLUTION (ADR) PROCEDURE. ANY CONTROVERSIES OR DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE SUBMITTED TO MEDIATION IN ACCORDANCE WITH ANY STATUTORY RULES OF MEDIATION. IF MEDIATION IS NOT SUCCESSFUL IN RESOLVING THE ENTIRE DISPUTE, ANY OUTSTANDING ISSUES WILL BE SUBMITTED TO BINDING ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATOR'S AWARD WILL BE FINAL, AND JUDGMENT MAY BE ENTERED UPON IT BY ANY COURT HAVING PROPER JURISDICTION.

9. NONCOMPETITION, TRADE SECRETS.

A. NONCOMPETITION.

EACH SHAREHOLDER AGREES THAT AS LONG AS HE OR SHE IS THE OWNER, OR IN CONTROL OF, ANY OF THE CORPORATION'S SHARES, THE SHAREHOLDER WILL NOT BE EMPLOYED, CONCERNED, OR FINANCIALLY INTERESTED, EITHER DIRECTLY OR INDIRECTLY, IN THE SAME OR A SIMILAR BUSINESS AS THAT CONDUCTED BY THE CORPORATION (DEFINED

AS ANY BUSINESS INTEREST, PRODUCT, OR SERVICE OFFERING, WHICH MIGHT DIRECTLY OR INDIRECTLY COMPETE WITH THE CORPORATION'S OWN INTERESTS, PRODUCTS, OR SERVICE OFFERINGS), OR COMPETE WITH THE CORPORATION.  
UNLESS OTHERWISE AGREED TO IN WRITING BY A MAJORITY OF THE REMAINING SHAREHOLDERS, A DEPARTING SHAREHOLDER WILL NOT BE EMPLOYED, CONCERNED, OR FINANCIALLY INTERESTED, EITHER DIRECTLY OR INDIRECTLY, IN THE SAME OR A SIMILAR BUSINESS AS THAT CONDUCTED BY THE CORPORATION, OR COMPETE WITH THE CORPORATION FOR A ONE-YEAR PERIOD FOLLOWING THE DATE THE DEPARTING SHAREHOLDER CONVEYS HIS OR HER SHARES IF ANY CUSTOMERS OF THE SAME, SIMILAR, OR COMPETING BUSINESS MAY BE LOCATED WITHIN A 100 MILE RADIUS OF THE PRINCIPAL PLACE OF BUSINESS OF THE CORPORATION.

B. TRADE SECRETS.

EACH SHAREHOLDER ACKNOWLEDGES THAT THE CUSTOMER LISTS, POTENTIAL CUSTOMER LISTS, TRADE SECRETS, PROCESSES, METHODS, AND TECHNICAL INFORMATION OF THE CORPORATION AND ANY OTHER MATTERS DESIGNATED BY THE WRITTEN CONSENT OF ALL SHAREHOLDERS ARE VALUABLE ASSETS. UNLESS HE OR SHE OBTAINS THE WRITTEN CONSENT OF EACH OF THE OTHER SHAREHOLDERS, EACH SHAREHOLDER AGREES NEVER TO DISCLOSE TO ANY INDIVIDUAL AND ORGANIZATION, EXCEPT IN AUTHORIZED CONNECTION WITH THE BUSINESS OF THE CORPORATION, ANY CUSTOMER LIST, OR ANY NAME ON THAT LIST, OR ANY TRADE SECRET, PROCESS, OR OTHER MATTER REFERRED TO IN THIS PARAGRAPH WHILE THE SHAREHOLDER HOLDS, OR HAS THE CONTROL OF, ANY SHARES OF THE CORPORATION, OR AT ANY LATER TIME. THIS AGREEMENT IS IN COMPLIANCE WITH THE DEFEND TRADE SECRETS ACT AND PROVIDES CIVIL OR CRIMINAL IMMUNITY TO ANY INDIVIDUAL FOR THE DISCLOSURE OF TRADE SECRETS: (I) MADE IN CONFIDENCE TO A FEDERAL, STATE, OR LOCAL GOVERNMENT OFFICIAL, OR TO AN ATTORNEY WHEN THE DISCLOSURE IS TO REPORT SUSPECTED VIOLATIONS OF THE LAW; OR (II) IN A COMPLAINT OR OTHER DOCUMENT FILED IN A LAWSUIT IF MADE UNDER SEAL.

10. TERMINATION AND AMENDMENT.

A. THIS AGREEMENT SHALL REMAIN IN EFFECT UNTIL ALL THE SHAREHOLDERS AGREE TO TERMINATION IN WRITING. NOTWITHSTANDING AN ORIGINAL ISSUANCE OF SHARES BY THE CORPORATION TO A NEW SHAREHOLDER WHO DOES NOT BECOME A PARTY TO THIS AGREEMENT, THIS AGREEMENT SHALL CONTINUE TO THE EXTENT IT IS LEGALLY ENFORCEABLE.

B. THIS AGREEMENT MAY BE AMENDED ONLY BY A WRITTEN AGREEMENT EXECUTED AND DELIVERED BY EACH SHAREHOLDER.

11. MISCELLANEOUS PROVISIONS.

A. WAIVER OF LAW.

THIS AGREEMENT DOES NOT ALTER OR WAIVE ANY PROVISION OF THE LAW EXCEPT AS EXPRESSLY PROVIDED HEREIN; PROVIDED, HOWEVER, EACH SHAREHOLDER HEREBY EXPRESSLY WAIVES THE PROVISIONS OF THE LAW TO THE FULL EXTENT PERMITTED BY THE LAW IN ORDER TO UPHOLD THE PROVISIONS AND VALIDITY OF THIS AGREEMENT AND TO CAUSE THIS AGREEMENT TO BE VALID, BINDING, AND ENFORCEABLE IN ACCORDANCE WITH ITS TERMS UPON EACH OF THE SHAREHOLDERS AND THEIR RESPECTIVE TRANSFEREES, SUCCESSORS AND ASSIGNS.

B. NOTICES.

ANY NOTICE UNDER THIS AGREEMENT SHALL BE DEEMED SUFFICIENTLY GIVEN BY ONE PARTY TO ANOTHER IF IN WRITING AND IF AND WHEN DELIVERED OR TENDERED EITHER IN PERSON OR BY THE DEPOSIT OF IT IN THE UNITED STATES MAIL IN A SEALED ENVELOPE, REGISTERED OR CERTIFIED, WITH POSTAGE PREPAID, ADDRESSED TO THE PERSON TO WHOM NOTICE IS BEING GIVEN AT THAT PERSON'S ADDRESS APPEARING ON THE RECORDS OF THE CORPORATION OR ANY OTHER ADDRESS AS MAY HAVE BEEN GIVEN BY THAT PERSON TO THE CORPORATION FOR THE PURPOSES OF NOTICE IN ACCORDANCE WITH THIS SUBSECTION. A NOTICE NOT GIVEN AS ABOVE SHALL, IF IT IS IN WRITING, BE DEEMED GIVEN IF AND WHEN ACTUALLY RECEIVED BY THE PARTY TO WHOM IT IS REQUIRED OR PERMITTED TO BE GIVEN. IT IS THE RESPONSIBILITY OF EACH SHAREHOLDER TO ENSURE THAT THE CORPORATION HAS THE SHAREHOLDER'S CORRECT ADDRESS TO RECEIVE NOTICE.

C. GOVERNING LAW.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF RHODE ISLAND. ANY ACTION TO ENFORCE THIS AGREEMENT MUST BE BROUGHT WITHIN THE STATE WHOSE LAWS GOVERN THIS AGREEMENT.

D. CAPTIONS.

CAPTIONS TO SECTIONS, SUBSECTIONS, AND PARAGRAPHS IN THIS AGREEMENT ARE INSERTED FOR CONVENIENCE ONLY AND SHALL NOT AFFECT THE CONSTRUCTION OR INTERPRETATION OF THIS AGREEMENT.

E. COUNTERPARTS AND DUPLICATE ORIGINALS.

THIS AGREEMENT AND ALL AMENDMENTS MAY BE EXECUTED IN SEVERAL COUNTERPARTS AND EACH COUNTERPART SHALL CONSTITUTE A DUPLICATE ORIGINAL OF THE SAME INSTRUMENT.

F. SUCCESSORS.

ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, ANY TRANSFEREE, SUCCESSOR, HOLDER, OR ASSIGNEE, WHETHER VOLUNTARY, BY OPERATION OF LAW, OR OTHERWISE, OF THE SHARES OF THE CORPORATION SHALL BE SUBJECT TO AND BOUND BY THIS AGREEMENT AS FULLY AS THOUGH A

SIGNATORY.

G. SEVERABILITY.

ANY PROVISION PROHIBITED BY, UNLAWFUL OR UNENFORCEABLE UNDER ANY APPLICABLE LAW OF ANY JURISDICTION SHALL AS TO THAT JURISDICTION BE INEFFECTIVE WITHOUT AFFECTING ANY OTHER PROVISION OF THIS AGREEMENT. TO THE FULL EXTENT, HOWEVER, THAT THE PROVISIONS OF THAT APPLICABLE LAW MAY BE WAIVED, THEY ARE WAIVED TO THE END THAT THIS AGREEMENT BE DEEMED TO BE A VALID AND BINDING AGREEMENT ENFORCEABLE IN ACCORDANCE WITH ITS TERMS.

H. RECOVERY OF EXPENSES.

EXCEPT AS PROVIDED IN SECTION 7 WITH RESPECT TO ALTERNATIVE DISPUTE RESOLUTION, IF A DISPUTE ARISES WITH RESPECT TO THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ALL EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES, INCURRED IN ASCERTAINING THAT PARTY'S RIGHTS, IN PREPARING TO ENFORCE, OR IN ENFORCING THAT PARTY'S RIGHTS UNDER THIS AGREEMENT, WHETHER OR NOT IT WAS NECESSARY FOR THAT PARTY TO INSTITUTE SUIT.

I. REMEDIES.

THE PARTIES SHALL HAVE ALL REMEDIES FOR BREACH OF THIS AGREEMENT AVAILABLE TO THEM PROVIDED BY LAW OR EQUITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PARTIES AGREE THAT IN ADDITION TO ALL OTHER RIGHTS AND REMEDIES AVAILABLE AT LAW OR IN EQUITY, THE PARTIES SHALL BE ENTITLED TO OBTAIN SPECIFIC PERFORMANCE OF THE OBLIGATIONS OF EACH PARTY TO THIS AGREEMENT AND IMMEDIATE INJUNCTIVE RELIEF AND THAT IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT IN EQUITY TO ENFORCE THE SAME, NO SHAREHOLDER WILL URGE, AS A DEFENSE, THAT THERE IS AN ADEQUATE REMEDY AT LAW.

J. THIRD PARTIES.

NOTHING IN THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, IS INTENDED TO CONFER ANY RIGHTS OR REMEDIES UNDER OR BY REASON OF THIS AGREEMENT ON ANY PERSONS OTHER THAN THE PARTIES TO IT AND THE CORPORATION AND THEIR RESPECTIVE PERMITTED TRANSFEREES, SUCCESSORS, AND ASSIGNS, NOR IS ANYTHING IN THIS AGREEMENT INTENDED TO RELIEVE OR DISCHARGE THE OBLIGATION OR LIABILITY OF ANY THIRD PERSONS TO ANY PARTY TO THIS AGREEMENT OR TO THE CORPORATION, NOR SHALL ANY PROVISION GIVE ANY THIRD PERSON ANY RIGHT OF SUBROGATION OR ACTION OVER OR AGAINST ANY PARTY TO THIS AGREEMENT OR THE CORPORATION.

K. TIME.

TIME IS OF THE ESSENCE OF THIS AGREEMENT.

**L. FILING OF AGREEMENT.**

**A COPY OF THIS AGREEMENT, AS AMENDED FROM TIME TO TIME, SHALL BE FILED WITH THE SECRETARY OF THE CORPORATION FOR INSPECTION BY ANY PROSPECTIVE PURCHASER OF SHARES OF THE CORPORATION.**

**ARTICLE VI**

The name and address of the each incorporator is:

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> Address, City or Town, State, Zip Code, Country
INCORPORATOR	ARVIND SAI VELUVALI	6810 VALLEY VIEW RD EDINA, MN 55439 USA
INCORPORATOR	CUTLER BOZEMAN WHITELY	29 FREMONT ST PROVIDENCE, RI 02906 USA

**ARTICLE VII**

These Articles of Incorporation shall be effective upon filing unless a specified date is provided which shall be no later than the 90th day after the date of this filing.

Later Effective Date:

**Signed this 15 Day of February, 2021 at 9:19:56 AM by the incorporator(s).** *This electronic signature of the individual or individuals signing this instrument constitutes the affirmation or acknowledgement of the signatory, under penalties of perjury, that this instrument is that individual's act and deed or the act and deed of the corporation, and that the facts stated herein are true, as of the date of the electronic filing, in compliance with R.I. Gen. Laws § 7-1.2.*

ARVIND SAI VELUVALI  
CUTLER BOZEMAN WHITELY

Form No. 100  
Revised 09/07

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