SECURITIES AND EXCHANGE COMMISSION

FORM 425

Filing under Securities Act Rule 425 of certain prospectuses and communications in connection with business combination transactions

Filing Date: **2025-02-14**
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SUBJECT COMPANY

Western Acquisition Ventures Corp.

CIK:**1868419**| IRS No.: **863720717** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **425** | Act: **34** | File No.: **001-41214** | Film No.: **25630699**
SIC: **7371** Computer programming services

Mailing Address	Business Address
42 BROADWAY, 12TH FLOOR	*42 BROADWAY, 12TH FLOOR*
NEW YORK NY 10004	*NEW YORK NY 10004*
	(310) 740-0710

FILED BY

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT PURSUANT
TO SECTION 13 OR 15 (D) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): February 14, 2025

CYCURION, INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware	**001-41214**	**86-3720717**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

42 Broadway, 12th Floor New York, NY	10004
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (310) 740-0710

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☒ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act: None.

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

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INTRODUCTORY NOTE

Unless otherwise stated or unless the context otherwise requires, the terms "we," "us," "our," "New Cycurion," "Cycurion," and the "Company" refer to Cycurion, Inc., a Delaware corporation (f/k/a Western Acquisition Ventures Corp., a Delaware corporation), after giving effect to the Business Combination (as defined below), and as renamed Cycurion, Inc., and where appropriate, its wholly-owned subsidiaries following the Closing Date (as defined below). Furthermore, unless otherwise stated or unless the context otherwise requires, references to "Western" refer to Western Acquisition Ventures Corp., a Delaware corporation, prior to the Closing Date, and references to "Old Cycurion" refer to Cycurion, Inc. prior to the Closing Date. All references herein to the "Board" refer to the board of directors of the Company.

Terms used in this Current Report on Form 8-K (this "Current Report") but not defined herein, or for which definitions are not otherwise incorporated by reference herein, shall have the meaning given to such terms in the joint proxy statement/prospectus of Western, dated January 10, 2025 and filed with the U.S. Securities and Exchange Commission (the "SEC") on January 10, 2025 (the "Proxy Statement/ Prospectus") in the section entitled "Frequently Used Terms," and such definitions are incorporated herein by reference.

This Current Report incorporates by reference certain information from reports and other documents that were previously filed with the SEC, including certain information from the Proxy Statement/Prospectus. To the extent there is a conflict between the information contained in this Current Report and the information contained in such prior reports and documents and incorporated by reference herein, the information in this Current Report controls.

As previously disclosed, on January 24, 2025, Western held the Special Meeting, at which the Western stockholders considered and adopted, among other matters, a proposal to approve the Business Combination. On February 14, 2025 (the "Closing Date"), the parties completed the Business Combination. In connection with the Business Combination, Western changed its name from Western Acquisition Ventures Corp. to Cycurion, Inc.

In connection with Western's initial public offering on January 11, 2022 (the "IPO"), 11,500,000 units, with each unit consisting of one share of Western's common stock (the "Public Shares") and a redeemable warrant exercisable for one share of Western's common stock were issued.

As a result of the Business Combination, each ordinary share of Old Cycurion was cancelled and converted into shares of Company common stock, on the terms set forth in the Merger Agreement. Pursuant to the terms of the Merger Agreement, the aggregate number of shares of Company common stock that was delivered as consideration in the Business Combination was capped at 15,000,000 shares.

Concurrently with the completion of the Business Combination, the Company issued an aggregate of 6,543,073 shares of common stock, 106,816 shares of Series A preferred stock ("Class A Convertible Preferred Stock"), 3,000 shares of Series B preferred stock ("Class B Convertible Preferred Stock"), 4,851 shares of Series C preferred stock ("Class C Convertible Preferred Stock"), 6,666,667 shares of Series D preferred stock ("Class D Convertible Preferred Stock"), 680,875 Series A warrants, 6,000,000 Series B warrants, 7,272,728 Series D warrants, 270,171 common stock warrants, 472,813 shares of common stock issued in connection with the Seriess D private placement, 500,000 shares of common stock issued to A.G.P./Alliance Global Partners ("A.G.P."), 250,000 shares of common stock issued to Seward & Kissel LLP and 78,803 shares of common stock issued to Baker & Hostetler LLP.

Commencing December 2021, we entered into a series of superseding agreements (ultimately, the "SLG Agreement") with SLG Innovation Inc. ("SLG"), an Illinois corporation formed in January 2010, pursuant to which SLG agreed to assign to us certain of the state and local government contracts regarding which we have been serving as its subcontractor. In connection with the transactions contemplated by the SLG Agreement, we currently intend to form two new wholly-owned subsidiaries – one for the operation of certain Chicago or Illinois-based SLG agreements and the other for the balance of the SLG operations. In respect of the former, we will own 49% of that subsidiary and one of the founders of SLG will own the balance. In that context, that individual and we will enter into a Management Agreement, pursuant to which the economic and accounting treatment of that subsidiary will be substantially as if it were a wholly-owned subsidiary of ours. SLG is fully bound by the terms and provisions of the SLG Agreement and the related management agreement structure, although we are permitted to terminate the SLG Agreement and to abandon the transactions contemplated thereby any time for any reason or for no reason prior to April 11, 2025, with no further obligations on our part. As of the date of this prospectus, although we reserve the right to modify the terms and provisions of the SLG Agreement, we do not currently expect to terminate it and

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currently expect to close the transactions contemplated during our current fiscal quarter. Substantially all of the agreements to which SLG is a party has a provision that provides the counterparty to such agreement with a right to approve an assignment or change in control of SLG prior to its effectiveness. If an approval is not forthcoming, then the provisions of the SLG Agreement permit us to excise that specific agreement. Upon such occurrence, we reserve that right to reduce the consideration that we would otherwise tender to the equity owners of SLG.

After giving effect to the Business Combination, there are currently 11,877,689 shares of Company common stock issued and outstanding.

Item 1.01 Entry into Material Definitive Agreement.

Merger Agreement

As previously disclosed, on January 24, 2025, Western held the Special Meeting, at which the Western stockholders considered and adopted, among other matters, a proposal to approve the Business Combination. On the Closing Date, the parties completed the Business Combination pursuant to the terms of that certain Agreement and Plan of Merger, dated April 26, 2024, as amended on December 31, 2024 and February 13, 2025 (the "Merger Agreement"), by and among Western, WAV Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of Western ("Merger Sub"), and Cycurion Sub, Inc., a Delaware corporation ("Cycurion Sub"), that, immediately prior to the closing of the Business Combination was named Cycurion, Inc. Its name was changed in connection with the closing as it became the wholly-owned subsidiary of the surviving subsidiary merger as detailed herein. As contemplated by the Merger Agreement, Merger Sub merged with and into Cycurion Sub with Cycurion Sub surviving the merger as a wholly-owned subsidiary of Western. In addition, in connection with the consummation of the Business Combination, Western Acquisition Ventures Corp. was renamed "Cycurion, Inc."

Employment Agreements

The information set forth under Item 5.02 of this Current Report relating to the Executive Employment Agreements is hereby incorporated herein by reference.

Advisory Agreement with A.G.P.

A.G.P. was a financial advisor to Western in connection with the Business Combination transaction. Upon the completion of the Business Combination, A.G.P.: (i) received a cash fee of $500,000 shares of Common Stock and warrants to purchase 500,000 shares of Common Stock at an exercise price of $5.00 per share. Pursuant to the advisory agreement (the "Advisory Agreement"), Western shall pay A.G.P. a total transaction fee equal to $2,500,000 (the "Transaction Fee") upon the closing of the Business Combination. The Transaction Fee will be payable in the form of preferred shares of the Cycurion that are convertible into 500,000 shares Common Stock (such preferred shares or the Common Stock into which they convert, the "Transaction Fee Shares"), for a price per share of Common Stock equal to $5.00. A portion of the Transaction Fee Shares shall be subject to forfeiture and return to the Company for cancellation once A.G.P. converts and sells Transaction Fee Shares generating sales proceeds (excluding commissions) of $2,500,000.

The Transaction Fee Shares shall be subject to a lock-up ending on the earlier of (i) the date on which 75% of the outstanding Series B Preferred Stock is converted into shares of the Combined Company's common stock and (ii) three months from the Closing date (the "Lock-Up Termination Date"). After the Lock-Up Termination Date, A.G.P. may convert the Transaction Fee Shares and sell them subject to a leak-out provision that limits A.G.P.'s sales of Transaction Fee Shares on any given date to 10% of the cumulative trading volume of the common stock for such date (including pre-market, market and post-market trading) as reported by Bloomberg, LP. This restriction shall remain in effect beginning on the Lock-Up Termination Date and ending on the date on which 100% of the Series B Preferred Stock outstanding as of the closing is converted into shares of the Cycurion's Common Stock.

The parties amended the Advisory Agreement (the "Amended Advisory Agreement") pursuant to which Western shall pay A.G.P. the Transaction Fee in the form of pre-funded warrants of Cycurion that are exercisable into 5,000,000 shares of Common Stock (such pre-funded warrants or the Common Stock into which they are exercisable, the "Amended Transaction Fee Shares"). The Amended Transaction Fee Shares shall have an exercise price of $0.0001 and shall expire on the earlier of (i) the date in which all Amended Transaction Fee Shares are exercised or (ii) A.G.P. exercises and sells the Amended Transaction Fee Shares generating sales proceeds (excluding commissions) of $2,500,000.

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The Amended Transaction Fee Shares shall be subject to a lock-up ending on the earlier of (i) the date on which 75% of the outstanding Series B Preferred Stock is converted into shares of the Combined Company's common stock and (ii) six months from the Closing date (the "Lock-Up Termination Date"). After the Lock-Up Termination Date, A.G.P. may convert the Amended Transaction Fee Shares and sell them subject to a leak-out provision that limits A.G.P.'s sales of Amended Transaction Fee Shares on any given date to 10% of the cumulative trading volume of the common stock for such date (including pre-market, market and post-market trading) as reported by Bloomberg, LP. This restriction shall remain in effect beginning on the Lock-Up Termination Date and ending on the date on which 100% of the Series B Preferred Stock outstanding as of the closing is converted into shares of the Cycurion's Common Stock.

Upon the execution of the Advisory Agreement, that certain Business Combination Marketing Agreement, dated January 11, 2022, between Western and A.G.P. in which Western and Cycurion shall cause the combined company to issue to A.G.P. 250,000 shares of common stock of the combined company in full satisfaction of the fees, was terminated and such shares of common stock extinguished in their entirety.

Agreement with Seward & Kissel LLP

On November 27, 2024, we entered into a revised engagement letter with Seward & Kissel (the "Revised Engagement Letter"), pursuant to which Western and Cycurion agreed to pay approximately $1.25 million of its outstanding legal fees and expenses in connection with the Business Combination in shares of Common Stock; provided that once the legal fees and expenses have been paid in shares of Common Stock that generate sales proceeds (excluding commissions) equal to the amount owed to Seward & Kissel, the remaining shares of Common Stock shall be returned to the Cycurion.

Lock-up Agreements and Leak-out Agreements

Series A Convertible Preferred Stock

The holders of our Series A Convertible Preferred Stock (and the underlying securities for which the holders have conversion rights) are subject to a one-year lock-up of their securities that commenced on the closing of the Business Combination, subject to release from the lock-up after six months from the closing if, thereafter, the daily trading value of shares of Cycurion Common Stock is greater than $150,000 for 30 consecutive trading days and the 30-day VWAP for shares of Cycurion Common Stock is greater than $5.00.

Series B Convertible Preferred Stock

The holders of our Series B Convertible Preferred Stock (and the underlying securities for which the holders have conversion rights) are subject to different terms depending on the relevant agreements. 355 shares of Cycurion Series B Convertible Preferred Stock following the Business Combination were converted at the closing of the Business Combination for 710,000 shares of Cycurion Common Stock following the Business Combination). Holders are subject to a nine-month leak-out that commenced on the closing of the Business Combination, such that aggregate sales cannot exceed 40% of the daily trading volume of shares of Cycurion Common Stock following the Business Combination.

Series C Convertible Preferred Stock

The holders of our Series C Convertible Preferred Stock (and the underlying securities for which the holders have conversion rights) are subject to a one-year lock-up of their securities that commenced on the closing of the Business Combination, subject to release from the lock-up after six months from the closing if, thereafter, the daily trading value of shares of Cycurion Common Stock is greater than $150,000 for 30 consecutive trading days and the 30-day VWAP for shares of Cycurion Common Stock is greater than $5.00.

Series D Convertible Preferred Stock

The holders of our Series D Convertible Preferred Stock (and the underlying securities for which the holders have conversion rights) are subject to a nine-month leak-out that commenced on the closing of the Business Combination, such that aggregate sales cannot exceed 10% of the daily trading volume of shares of Cycurion Common Stock following the Business Combination. However, the leak-out

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provisions shall terminate prior to the expiry of the nine-month period in the event that the holders of the Series D Convertible Preferred Stock have converted all of such preferred stock and have sold all of the converted shares into the public markets.

A.G.P./Alliance Global Partners

The Transaction Fee Shares shall be subject to a lock-up ending on the earlier of (i) the date on which 75% of the outstanding Series B Preferred Stock is converted into shares of the Combined Company's common stock and (ii) three months from the Closing date (the "Lock-Up Termination Date"). After the Lock-Up Termination Date, A.G.P. may convert the Transaction Fee Shares and sell them subject to a leak-out provision that limits A.G.P.'s sales of Transaction Fee Shares on any given date to 10% of the cumulative trading volume of the common stock for such date (including pre-market, market and post-market trading) as reported by Bloomberg, LP. This restriction shall remain in effect beginning on the Lock-Up Termination Date and ending on the date on which 100% of the Series B Preferred Stock outstanding as of the closing is converted into shares of the Cycurion's Common Stock.

The Amended Transaction Fee Shares shall be subject to a lock-up ending on the earlier of (i) the date on which 75% of the outstanding Series B Preferred Stock is converted into shares of the Combined Company's common stock and (ii) six months from the Closing date (the "Lock-Up Termination Date"). After the Lock-Up Termination Date, A.G.P. may convert the Amended Transaction Fee Shares and sell them subject to a leak-out provision that limits A.G.P.'s sales of Amended Transaction Fee Shares on any given date to 10% of the cumulative trading volume of the common stock for such date (including pre-market, market and post-market trading) as reported by Bloomberg, LP. This restriction shall remain in effect beginning on the Lock-Up Termination Date and ending on the date on which 100% of the Series B Preferred Stock outstanding as of the closing is converted into shares of the Cycurion's Common Stock.

Seward & Kissel LLP

The holder of these securities is subject to a 20-day lock-up of its securities that commenced on the closing of the Business Combination under the Revised Engagement Letter.

Baker & Hostetler LLP

The holder of these securities is subject to a one-year lock-up of its securities that commenced on the closing of the Business Combination.

Founder Shares

The holder of these securities is subject to a one-year lock-up of its securities that commenced on the closing of the Business Combination.

PIPE Shares

The holder of these securities is subject to a 30-day lock-up of its securities that commenced on the closing of the Business Combination.

Item 2.01 Completion of Acquisition or Disposition of Assets.

To the extent required by this Item 2.01, the disclosure set forth in the "Introductory Note" section above is hereby incorporated into this Item 2.01 by reference.

FORM 10 INFORMATION

Item 2.01(f) of Form 8-K states that if the predecessor registrant was a "shell company," (as such term is defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")), as the Company was immediately before the Business Combination, then the registrant must disclose the information that would be required if the registrant were filing a general form for registration of securities on Form 10. As a result of the completion of the Business Combination, and as discussed below in Item 5.06 of this Current Report, the Company has ceased to be a shell company. Accordingly, the Company is providing below the information that would be

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included in a Form 10 if it were to file a Form 10. Please note that the information provided below relates to the Company after the completion of the Business Combination, unless otherwise specifically indicated or the context otherwise requires.

Forward-Looking Statements

This Current Report and the information incorporated herein by reference contains forward-looking statements within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, including with respect to the effects of the Business Combination. These statements are based on the current expectations and beliefs of management of the Company and are subject to a number of factors and uncertainties that could cause actual results to differ materially from those described in the forward-looking statements. These forward-looking statements include statements about future financial and operating results of the Company; statements of the plans, strategies, and objectives of management for future operations of the Company; statements regarding future economic conditions or performance; and other statements regarding the future business of the Company. Forward-looking statements may contain words such as "will be," "will," "expect," "anticipate," "continue," "project," "believe," "plan," "could," "estimate," "forecast," "guidance," "intend," "may," "plan," "possible," "potential," "predict," "pursue," "should," "target," or similar expressions, and include the assumptions that underlie such statements. These statements include, but are not limited to the following:

- the occurrence of any event, change or other circumstances, including the outcome of any legal proceedings that may be instituted against us;
- the ability to maintain the listing of our securities on Nasdaq, and the potential liquidity and trading of our securities;
- the risk of disruption to our current plans and operations;
- the ability to recognize the anticipated benefits of our business and the Business Combination, which may be affected by, among other things, competition and the ability to grow, manage growth profitably, and retain key employees;
- costs related to our business;
- changes in applicable laws or regulations;
- our ability to meet its future capital requirements to fund our operations, which may involve debt and/or equity financing, and to obtain such debt and/or equity financing on favorable terms, and our sources and uses of cash;
- our ability to execute on our plans to develop and commercialize our current clinical assets, as well as any future clinical assets that we license, and the timing of any such commercialization;
- our ability to maintain existing license agreements;
- our estimates regarding expenses, future revenue, capital requirements, and needs for additional financing;
- our ability to achieve and maintain profitability in the future;
- our financial performance; and
- other factors disclosed under the section entitled "Risk Factors" in the Proxy Statement/Prospectus, which is hereby incorporated herein by reference.

The foregoing list of factors is not exhaustive. You should carefully consider the foregoing factors and the other risks and uncertainties described in the "Risk Factors" section of the other documents filed by the Company from time to time with the SEC. There can be no assurance that future developments affecting the Company will be those that the Company has anticipated. The Company undertakes no obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise, except as may be required under applicable securities laws.

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Business

Reference is made to the disclosure contained in the Proxy Statement/Prospectus in the section entitled "Information About Cycurion."

Commencing December 2021, we entered into a series of superseding agreements (ultimately, the "SLG Agreement") with SLG Innovation Inc. ("SLG"), an Illinois corporation formed in January 2010, pursuant to which SLG agreed to assign to us certain of the state and local government contracts regarding which we have been serving as its subcontractor. In connection with the transactions contemplated by the SLG Agreement, we currently intend to form two new wholly-owned subsidiaries – one for the operation of certain Chicago or Illinois-based SLG agreements and the other for the balance of the SLG operations. In respect of the former, we will own 49% of that subsidiary and one of the founders of SLG will own the balance. In that context, that individual and we will enter into a Management Agreement, pursuant to which the economic and accounting treatment of that subsidiary will be substantially as if it were a wholly-owned subsidiary of ours. SLG is fully bound by the terms and provisions of the SLG Agreement and the related management agreement structure, although we are permitted to terminate the SLG Agreement and to abandon the transactions contemplated thereby any time for any reason or for no reason prior to April 11, 2025, with no further obligations on our part. As of the date of this prospectus, although we reserve the right to modify the terms and provisions of the SLG Agreement, we do not currently expect to terminate it and currently expect to close the transactions contemplated during our current fiscal quarter. Substantially all of the agreements to which SLG is a party has a provision that provides the counterparty to such agreement with a right to approve an assignment or change in control of SLG prior to its effectiveness. If an approval is not forthcoming, then the provisions of the SLG Agreement permit us to excise that specific agreement. Upon such occurrence, we reserve that right to reduce the consideration that we would otherwise tender to the equity owners of SLG.

Financial Information

Management's Discussion and Analysis of Financial Condition and Results of Operations

Reference is made to the disclosure contained in the Proxy Statement/Prospectus in the section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations of Cycurion" and "Management's Discussion and Analysis of Financial Condition and Results of Operations of SLG."

Quantitative and Qualitative Disclosures about Market Risk

Reference is made to the disclosure contained in the Proxy Statement/Prospectus in the section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations of Cycurion — Critical accounting policies and significant judgments and estimates."

Other Financial Information

Reference is made to the disclosure set forth in Item 9.01 of this Current Report concerning the consolidated financial information of Old Cycurion and SLG and the unaudited (and unreviewed with respect to Cycurion) pro forma condensed combined financial information of the Company.

The selected historical financial information of Old Cycurion as of and for the years ended December 31, 2023 and 2022 is described in the Proxy Statement/Prospectus in the section of the financial statements entitled "Consolidated Financial Statements For the Years Ended December 31, 2023 and 2022" and unaudited consolidated financial statements of Old Cycurion for the nine months ended September 30, 2024 and 2023 is described in the Proxy Statement/Prospectus in the section of the financial statements entitled "Unaudited Consolidated Financial Statements For the Nine Months Ended September 30, 2024".

The selected historical financial information of SLG as of and for the years ended December 31, 2023 and 2022 is described in the Proxy Statement/Prospectus in the section of the financial statements entitled "Consolidated Financial Statements For the Years Ended December 31, 2023 and 2022" and unaudited consolidated financial statements of SLG for the nine months ended September 30, 2024 and 2023 is described in the Proxy Statement/Prospectus in the section of the financial statements entitled "Unaudited Consolidated Financial Statements For the Nine Months Ended September 30, 2024".

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The unaudited pro forma condensed combined financial information of Western and Cycurion as of September 30, 2024 and for the year ended December 31, 2023 is described in the Proxy Statement/Prospectus in the section entitled "Unaudited Pro Forma Condensed Combined Financial Information."

Properties

Reference is made to the disclosure contained in the Proxy Statement/Prospectus in the section entitled "Information About — Properties," which is hereby incorporated herein by reference.

Employees

Reference is made to the disclosure contained in the Proxy Statement/Prospectus in the section entitled "Information About — Employees," which is hereby incorporated herein by reference.

Legal Proceedings

Reference is made to the disclosure contained in the Proxy Statement/Prospectus in the section entitled "Information About — Legal Proceedings," which is hereby incorporated herein by reference.

Beneficial Ownership of Securities

The following table sets forth beneficial ownership of the Company's Common Stock as February 14, 2025 by:

- each person known to be the beneficial owner of more than 5% of the outstanding Common Stock of the Company;
- each of the Company's executive officers and directors; and
- all of the Company's current executive officers and directors as a group.

Beneficial ownership is determined according to the rules of the SEC, which generally provide that a person has beneficial ownership of a security if he, she or it possesses sole or shared voting or investment power over that security. Under those rules, beneficial ownership includes securities that the individual or entity has the right to acquire, such as through the exercise of warrants or stock options or the vesting of restricted stock units, within 60 days of February 14, 2025. Shares subject to warrants or options that are currently exercisable or exercisable within 60 days of February 14, 2025 or subject to restricted stock units that vest within 60 days of February 14, 2025 are considered outstanding and beneficially owned by the person holding such warrants, options, or restricted stock units for the purpose of computing the percentage ownership of that person but are not treated as outstanding for the purpose of computing the percentage ownership of any other person.

Except as noted by footnote, and subject to community property laws where applicable, based on the information provided to the Company, the persons and entities named in the table below have sole voting and investment power with respect to all shares shown as beneficially owned by them. Unless otherwise indicated, the business address of each beneficial owner listed in the table below is c/o Cycurion, Inc., 1640 Boro Place, Fourth Floor, McLean, Virginia 22102.

The beneficial ownership of our Common Stock is based on 11,877,689 shares of Common Stock issued and outstanding immediately following the completion of the Business Combination.

Unless otherwise indicated, we believe that all persons named in the table have sole voting and investment power with respect to all of the shares shown to be beneficially owned by them.

Name and Address of Beneficial Owner	**Number of Shares of Common Stock (1)**	**Percentage of Common Stock (2)**
Directors and Executive Officers		

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Emmit McHenry (3)	1,634,097	13.76%
Alvin McCoy III (3)	1,225,572	10.32%
L. Kevin Kelly (3)	0	0.00%
Peter Ginsberg (3)	0	0.00%
Kevin E. O'Brien (3)	0	0.00%
Reginald S. Bailey, Sr. (3)	0	0.00%
All directors and executive officers as a group (6 individuals)	2,859,669	24.08%
Other 5% beneficial owners		
Kurt McHenry (4)	1,225,572	10.32%
A.G.P./Alliance Global Partners (5)	1,175,000	9.89%
Alpha Capital Anstalt (6)	1,154,438	9.72%
Sabres Security Ltd. (7)	920,427	7.75%
M2B Funding Corp. (8)	862,319	7.26%

(1) Unless otherwise noted, each person or group identified possesses sole voting and investment power with respect to such shares.

(2) Applicable percentage of ownership is based upon 11,877,689 shares of Common Stock issued and outstanding as of February 14, 2025.

(3) The address for such person is 1640 Boro Place, 4th Floor, McLean, VA 22102.

(4) The address for such person is 43409 Usk Terrace, Ashburn, VA 22066.

(5) The address for such person is 590 Madison Avenue, 28th Floor, New York, NY 10022. Individuals who have shared voting and disposition control over these shares are Raffaele Gambardella, A.G.P.'s Chief Operation Officer and Chief Risk Officer, Craig E. Klein, A.G.P.'s Chief Financial Officer/Principal Financial Officer, Phillip W. Michals, A.G.P.'s Chief Executive Officer, John J. Venezia, A.G.P.'s Chief Compliance Officer, and David A. Bocchi, Trustee of the David Bocchi Family Trust, which is an indirect owner of A.G.P., each of whom disclaims any beneficial ownership of such shares except to the extent of their pecuniary interest.

(6) The address for such person is Altenbach 8, 9490, Vaduz, Principality of Liechtenstein. The individual who has voting and disposition control over these shares is Nicola Feuerstein.

(7) The address for such person is 19 Hamashbir Street, Holon, Israel. The individual who has voting and disposition control over these shares is Eli Nhaissi.

(8) The address for such person is 66 W Flager Street, Suite 900, #10189, Miami, FL 33130. The individual who has voting and disposition control over these shares is Daniel Kordash.

Directors and Executive Officers

Other than as disclosed below in Item 5.02, the Company's directors and executive officers are described in the Proxy Statement/ Prospectus in the section entitled "Management of New Cycurion Following the Business Combination," which is hereby incorporated herein by reference.

Executive Officer and Director Compensation

Other than as disclosed below in Item 5.02, the Company's directors and executive officers are described in the Proxy Statement/ Prospectus in the section entitled "Executive Officer and Director Compensation of Cycurion," which is hereby incorporated herein by reference.

Corporate Governance

Board Composition

Our business and affairs are organized under the direction of our board of directors. The board of directors will meet on a regular basis and additionally as required. In accordance with the terms of the amended and restated certificate of incorporation, the board of directors may establish the authorized number of directors from time to time by resolution. Our board of directors currently consists of five directors.

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Director Independence

The Nasdaq requires that a majority of our board must be composed of "independent directors," which is defined generally as a person other than an officer or employee of the company or its subsidiaries or any other individual having a relationship, which in the opinion of the company's board of directors would interfere with the director's exercise of independent judgment in carrying out the responsibilities of a director. Messrs. Ginsberg, Bailey, Sr., and O'Brien will be our independent directors.

Our independent directors will have regularly scheduled meetings at which only independent directors are present.

Any affiliated transactions will be on terms that our board believes are no less favorable to us than could be obtained from independent parties. Our board of directors will review and approve all affiliated transactions with any interested director abstaining from such review and approval.

Board Oversight of Risk

One of the key functions of our board of directors is to conduct informed oversight of our risk management process. The board of directors does not anticipate having a standing risk management committee, but rather administers this oversight function directly through the board of directors as a whole, as well as through various standing committees of the board of directors that address risks inherent in their respective areas of oversight. In particular, the board of directors will be responsible for monitoring and assessing strategic risk exposure and the Audit Committee will have the responsibility to consider and discuss the Company's major financial risk exposures and the steps our management will take to monitor and control such exposures, including guidelines and policies to govern the process by which risk assessment and management is undertaken. The Audit Committee also monitors compliance with legal and regulatory requirements. The Compensation Committee assesses and monitors whether our compensation plans, policies, and programs comply with applicable legal and regulatory requirements.

Committees of the Board of Directors

The board of directors has formed the committees described below. Each of the committees operates pursuant to a written charter adopted by the committee or our board of directors. Each charter sets forth the committee's specific functions and responsibilities. The board of directors of may from time to time establish other committees.

Audit Committee

The Audit Committee assists the board of directors with its oversight of the integrity of the financial statements; the compliance with legal and regulatory requirements; the qualifications, independence and performance of the independent registered public accounting firm; the design and implementation of the financial risk assessment and risk management. Among other things, the Audit Committee is responsible for reviewing and discussing with management the adequacy and effectiveness of disclosure controls and procedures. The Audit Committee also discusses with management and independent registered public accounting firm the annual audit plan and scope of audit activities, scope, and timing of the annual audit of the financial statements, and the results of the audit, quarterly reviews of the financial statements and, as appropriate, initiates inquiries into certain aspects of the financial affairs.

The Audit Committee is responsible for establishing and overseeing procedures for the receipt, retention, and treatment of any complaints regarding accounting, internal accounting controls or auditing matters, as well as for the confidential and anonymous submissions by employees of concerns regarding questionable accounting or auditing matters. In addition, the Audit Committee has direct responsibility for the appointment, compensation, retention, and oversight of the work of the independent registered public accounting firm. The Audit Committee has sole authority to approve the hiring and discharging of the independent registered public accounting firm, all audit engagement terms and fees and all permissible non-audit engagements with the independent auditor. The Audit Committee reviews and oversees all related party transactions in accordance with policies and procedures.

The Audit Committee is comprised of three members: Messrs. Ginsberg, Bailey, Sr., and O'Brien. Each member of the Audit Committee meets the requirements for independence under the current Nasdaq and SEC rules and regulations and each member is financially literate. In addition, the board of directors has determined that each of Mr. O'Brien is an "audit committee financial expert" as defined in Item 407(d)(5)(ii) of Regulation S-K promulgated under the Securities Act.

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Compensation Committee

The Compensation Committee assists the board of directors with its oversight of the forms and amount of compensation for executive officers (including officers reporting under Section 16 of the Exchange Act), the administration of equity and non-equity incentive plans for employees and other service providers and certain other matters related to compensation programs. The Compensation Committee, among other responsibilities, evaluates the performance of our Chief Executive Officer and, in consultation with the Chief Executive Officer, evaluates the performance of other executive officers (including officers reporting under Section 16 of the Exchange Act).

The Compensation Committee is comprised of three members: Messrs. Ginsberg, Bailey, Sr., and O'Brien. The composition of the Compensation Committee meets the requirements for independence under the current Nasdaq and SEC rules and regulations. Each member of the Compensation Committee is a "non-employee" director within the meaning of Rule 16b-3 promulgated under the Exchange Act.

Nominating and Governance Committee

The Nominating and Corporate Governance Committee assists the board of directors with its oversight of and identification of individuals qualified to become members of the board of directors, consistent with criteria approved by the board of directors, and selects, or recommends that the board of directors selects, director nominees; develops and recommends to the board of directors a set of corporate governance guidelines; oversees the evaluation of the board of directors; and reviews the environmental, safety, sustainability, and corporate social responsibility policies, objectives, and practices on a periodic basis.

The Nominating and Corporate Governance Committee is comprised of three members: Messrs. Ginsberg, Bailey, Sr., and O'Brien. The composition of the Nominating and Corporate Governance Committee meets the requirements for independence under the current Nasdaq and SEC rules and regulations.

Family Relationships

There are no family relationships among our directors and executive officers.

Code of Ethics

Cycurion has adopted a code of ethics and it relies on its board to review related party transactions on an ongoing basis to prevent conflicts of interest. Cycurion's Board reviews a transaction in light of the affiliations of the director, officer or employee and the affiliations of such person's immediate family. Transactions are presented to Cycurion's Board for approval before they are entered into or, if this is not possible, for ratification after the transaction has occurred. If Cycurion's Board finds that a conflict of interest exists, then it will determine the appropriate remedial action, if any. Cycurion's Board approves or ratifies a transaction if it determines that the transaction is consistent with the best interests of Cycurion.

Director and Officer Liability and Indemnification

We have purchased directors' and officers' liability insurance and have entered into indemnification agreements with each of directors and executive officers. The indemnification agreements and our amended and restated certificate of incorporation and amended and restated bylaws require us to indemnify our directors and officers to the fullest extent permitted by Delaware law.

Certain Relationships, Related Party Transactions and Director Independence

Certain relationships, related person transactions and director independence are described in the Proxy Statement/Prospectus in the section entitled "Certain Relationships and Related Person Transactions," which is hereby incorporated herein by reference.

Market Price of our Common Stock, Dividend Information and Related Stockholder Matters

Market Price of Our Common Stock

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Our common stock is currently listed on The Nasdaq Global Market and our warrants on The Nasdaq Capital Market, under the symbols "CYCU" and "CYCUW", respectively. Prior to January 23, 2025, the securities of Western had been listed on The Nasdaq Capital Market under the symbols "WAVS," "WAVSW," and "WAVSU"; thereafter, but prior to the closing of the Business Combination, all of which were quoted on the Pink® Open Market and none of which is now quoted thereon.

On February 13, 2025, the closing sale price of our common stock was $18.00 per share.

Holders of Record

As of February 14, 2025, there were approximately 50 holders of record of our common stock. Such numbers do not include beneficial owners holding our securities through nominee names.

Dividend Policy

Cycurion does not anticipate paying any cash dividends in the foreseeable future. If Cycurion incurs indebtedness in the future to fund its future growth, its ability to pay dividends may be further restricted by the terms of such indebtedness.

Securities Authorized for Issuance under Equity Compensation Plans

Reference is made to the disclosure described in the Proxy Statement/Prospectus in the section entitled "The Equity Incentive Plan Proposal," which is hereby incorporated herein by reference. The 2025 Equity Incentive Plan and the material terms thereunder were approved by Western's stockholders at the Special Meeting.

Recent Sales of Unregistered Securities

The information set forth under Item 3.02 of this Current Report relating to the issuance of PIPE Shares and PIPE Warrants in connection with the PIPE Financing is hereby incorporated herein by reference.

Series C Convertible Preferred Stock

We have authorized 5,000 shares of our Series C Convertible Preferred Stock, par value $0.0001 per share (our "Series C Stock"), of which we issued 4,851 shares in connection with the closing of the Business Combination.

Conversion Rights. The shares of our Series C Stock may be converted into shares of our Common Stock at a ratio of approximately 613 shares of Common Stock for every one share of our Series C Stock, or an aggregate of 2,972,320 shares of our Common Stock, assuming full conversion. In connection with conversions, each holder of our Series C Stock is subject to a "beneficial ownership limitation" of 4.99% of the number of shares of our Common Stock outstanding immediately after giving effect to that conversion, which limitation may be increased by the holder to not more than 9.99% on 61 days' advanced notice to us.

Voting Rights. The holders of our Series C Stock have voting rights on an as-if-converted-to-Common-Stock basis, as required by law, and as expressly provided in its Certificate of Designation, as follows. As long as any shares of our Series C Stock are outstanding, we shall not, without the affirmative vote of the holders of a majority of the then-outstanding shares of our Series C Stock, (a) alter or change adversely the powers, preferences, or rights given to our Series C Stock or alter or amend its Certificate of Designation, (b) amend our Certificate of Incorporation or other charter documents in any manner that adversely affects any rights of the holders of our Series C Stock, (c) increase the number of authorized shares of our Series C Stock, or (d) enter into any agreement with respect to any of the foregoing.

Dividends. We shall pay dividends on our Series C Stock at the rate of 12% per annum of the per-share Stated Value ($82.46 per share). The dividends are payable quarterly in arrears not in cash, but in shares of our Common Stock, calculated for each dividend payment on an as-if-converted-to-Common-Stock basis. No other dividends are payable on shares of our Series C Stock.

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Liquidation Preference. Our Series C Stock has a liquidation preference in an amount equal to its per-share Stated Value ($82.46 per share), plus any accrued and unpaid dividends thereon, for each share of our Series C Stock before we can make any distribution or payment to the holders of our Common Stock. If our assets are insufficient to pay in full such liquidation preference, then our entire assets are to be distributed to the holders of our Series C Stock, ratably distributed among them in accordance with the respective amounts that would be payable on such shares if all amounts payable thereon were paid in full.

Description of Registrant's Securities to be Registered

Reference is made to the disclosure in the Proxy Statement/Prospectus in the section entitled "Description of New Cycurion Securities After the Business Combination," which is hereby incorporated herein by reference. As described below, the Company's Second Amended and Restated Certificate of Incorporation the ("Second A&R Certificate of Incorporation") was approved by Western's stockholders at the Special Meeting and became effective in connection with the Business Combination.

Indemnification of Directors and Officers

Reference is made to the disclosure in the Proxy Statement/Prospectus in the sections entitled "Description of New Cycurion's Securities After the Business Combination — Limitations on Liability and Indemnification of Officers and Directors" and "Description of New Cycurion's Securities After the Business Combination — Anti-Takeover Effects of the Proposed Charter and Bylaws and Certain Provisions of Delaware Law," which are hereby incorporated herein by reference.

Financial Statements and Supplementary Data

Reference is made to the disclosure set forth under Item 9.01 of this Current Report relating to the financial information of the Company, which are hereby incorporated herein by reference.

Item 3.01 Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

The disclosure set forth in "Introductory Note*"* above is hereby incorporated into this Item 3.01 by reference.

In connection with the completion of the Business Combination, on the Closing Date, the Company notified The Nasdaq Stock Market LLC that the Business Combination had become effective and that Western's outstanding securities had been converted into Company common stock and warrants. The Company's common stock commenced trading on The Nasdaq Global Market and the warrants on The Nasdaq Capital Market under the symbols "CYCU" and "CYCUW", respectively. As of that date, our securities were no longer quoted on the Pink® Open Market.

Item 3.02 Unregistered Sales of Equity Securities

PIPE Subscription Agreement

On January 11, 2022, concurrently with the completion of the Business Combination, pursuant to the PIPE Subscription Agreement for an aggregate purchase price of $3,760,000, Western issued an aggregate of 376,000 shares of the Company's Common Stock and PIPE Warrants to purchase 376,000 shares of the Company's Common Stock.

The PIPE Subscription Agreement contains registration rights, the Company must use reasonable best efforts to file with the SEC a registration statement registering the resale of shares of the Company's common stock. We are filing the registration statement of which this prospectus is a part, in part, to satisfy that contractual requirement.

The PIPE Warrants are exercisable until February 14, 2030 (five years after the completion of the Business Combination) and have an exercise price of $11.50 per share, subject to adjustment as set forth in the PIPE Warrants for stock splits, stock dividends, recapitalizations and similar customary adjustments. A.G.P. may exercise each PIPE Warrant on a cashless basis if the shares underlying the PIPE Warrants are not then registered for resale pursuant to an effective registration statement.

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The Company common stock and PIPE Warrants to purchase Company Common Stock issued pursuant to the PIPE Subscription Agreement were not registered under the Securities Act, and were issued in reliance upon the exemption provided under Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder.

Item 3.03 Material Modification to Rights of Security Holders

In connection with the completion of the Business Combination, the Company filed the Second A&R Certificate of Incorporation with the Secretary of State of the State of Delaware. The material terms of the Second A&R Certificate of Incorporation and the general effect upon the rights of holders of the Company's capital stock are discussed in the Proxy Statement/Prospectus in the section entitled "The Charter Amendment Proposal," which is incorporated herein by reference.

Additionally, the disclosure set forth in the Introductory Note and Item 5.03 of this Current Report is hereby incorporated herein by reference. A copy of the Second A&R Certificate of Incorporation is included as Exhibit 3.4 to this Current Report and is incorporated herein by reference.

Item 5.01 Changes in Control of the Registrant.

The disclosure set forth under the Introductory Note and in Item 2.01 of this Current Report is hereby incorporated herein by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Effective upon the completion of the Business Combination, and in accordance with the terms of the Merger Agreement, (i) each executive officer of Western ceased serving in such capacities, (ii) the existing members of Western's board of directors resigned, and (iii) Emmit McHenry, L. Kevin Kelly, Peter Ginsberg, Reginald S. Bailey, Sr., and Kevin E. O'Brien were appointed as directors of the Company.

Effective upon the completion of the Business Combination, L. Kevin Kelly will continue to serve as Chief Executive Officer and Alvin McCoy, III will continue to serve as the Chief Financial Officer of the Company. Emmit McHenry will continue to serve as Chairman of the Board.

Other than as disclosed in this Item 5.02 of this Current Report, reference is made to the disclosure described in the Proxy Statement/ Prospectus in the section entitled "Management of New Cycurion After the Business Combination" and "Summary of the Proxy Statement/Prospectus" for biographical information about each of the directors and officers following the Business Combination and to Item 1.01 of this Current Report, which are hereby incorporated herein by reference.

Executive Officer Compensation

Reference is made to the disclosure in the Proxy Statement/Prospectus in the section entitled "Executive Officer and Director Compensation of Cycurion — Executive Officer Compensation," which is hereby incorporated herein by reference.

L. Kevin Kelly, Chief Executive Officer, and Alvin McCoy, III, Chief Financial Officer, each entered into employment agreements (together, the "Executive Employment Agreements") with the Company. The full text of the Executive Employment Agreements are filed as Exhibits 10.15 and 10.16, respectively, to this Current Report and are incorporated herein by reference.

Compensatory Arrangements for Directors

Reference is made to the disclosure in the Proxy Statement/Prospectus in the section entitled "Executive Officer and Director Compensation of Cycurion — Director Compensation," which is hereby incorporated herein by reference.

2025 Equity Incentive Plan

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Reference is made to the disclosure in the Proxy Statement/Prospectus in the section entitled "The Equity Incentive Plan Proposal," which is hereby incorporated herein by reference, and the full text of the 2025 Equity Incentive Plan which is included as Exhibit 10.21 to this Current Report and is incorporated herein by reference.

Indemnity Agreements

Effective February 14, 2025, each of the Company's newly appointed directors and officers entered into indemnity agreements with the Company. Reference is made to the disclosure in the Proxy Statement/Prospectus in the sections entitled "Description of New Cycurion's Securities After the Business Combination — Limitations on Liability and Indemnification of Officers and Directors" which is hereby incorporated herein by reference, and the full text of the form of the Indemnity Agreement which is included as Exhibit 10.4 to this Current Report and is incorporated herein by reference.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

In connection with the completion of the Business Combination, the Company amended and restated its certificate of incorporation, effective as of the Closing Date, pursuant to the Second A&R Certificate of Incorporation, and the Company adopted amended restated bylaws pursuant to an Amended and Restated Bylaws (the "A&R Bylaws").

Copies of the Second A&R Certificate of Incorporation and the A&R Bylaws are attached as Exhibits 3.4 and 3.6 to this Current Report, respectively, and are incorporated herein by reference.

The material terms of the Second A&R Certificate of Incorporation and the A&R Bylaws and the general effect upon the rights of holders of the Company's capital stock are described in the Proxy Statement/Prospectus under the sections entitled "The Charter Amendment Proposals," "The Advisory Charter Proposals," and "Comparison of Corporate Governance and Stockholder Rights," which are hereby incorporated herein by reference.

Item 5.05 Amendments to the Registrant's Code of Ethics, or Waiver of a Provisions of the Code of Ethics

Effective upon the Closing Date, in connection with the completion of the Business Combination, the Board adopted a new code of conduct, which is applicable to all of the Company's directors, officers, and employees, including the Company's principal executive officer, principal financial officer, and principal accounting officer, which is available free of charge on the Company's corporate website at http://www.cycurion.com. The information on the Company's website does not constitute part of this Current Report and is not incorporated by reference herein. The Company will make any legally required disclosures regarding amendments to, or waivers of, provisions of the code of conduct on the Company's website.

Item 5.06 Change in Shell Company Status.

As a result of the Business Combination, the Company ceased to be a shell company. Reference is made to the disclosure in the Proxy Statement/Prospectus in the section entitled "The Business Combination Proposal," which is hereby incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(a) Financial Statements of Business Acquired.

The consolidated financial information of Old Cycurion as of and for the years ended December 31, 2023 and 2022 is described in the Proxy Statement/Prospectus in the section of the financial statements entitled "Consolidated Financial Statements For the Years Ended December 31, 2023 and 2022" and unaudited consolidated financial statements of Old Cycurion for the nine months ended September 30, 2024 and 2023 is described in the Proxy Statement/Prospectus in the section of the financial statements entitled "Unaudited Consolidated Financial Statements For the Nine Months Ended September 30, 2024".

The selected historical financial information of SLG as of and for the years ended December 31, 2023 and 2022 is described in the Proxy Statement/Prospectus in the section of the financial statements entitled "Consolidated Financial Statements For the Years Ended December 31, 2023 and 2022" and unaudited consolidated financial statements of SLG for the nine months ended September 30, 2024

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and 2023 is described in the Proxy Statement/Prospectus in the section of the financial statements entitled "Unaudited Consolidated Financial Statements For the Nine Months Ended September 30, 2024".

(b) Pro Forma Financial Information

The unaudited pro forma condensed combined financial information of Western and Cycurion as of September 30, 2024 and for the year ended December 31, 2023 is described in the Proxy Statement/Prospectus in the section entitled "Unaudited Pro Forma Condensed Combined Financial Information."

(d) Exhibits

Exhibit No.	Description
2.1	Agreement and Plan of Merger, dated as of November 21, 2022, by and among Western, Merger Sub, Cycurion and the Stockholders' Representative, is incorporated by reference to Exhibit 2.1 of the Company's Current Report on Form 8-K, filed with the SEC on December 7, 2022.
2.2	Amended and Restated Agreement and Plan of Merger, dated as of April 26, 2024, by and among Western, Merger Sub, Cycurion and the Stockholders' Representative, is incorporated by reference to Annex A of the Company's Proxy Statement/Prospectus, filed with the SEC on January 10, 2025.
2.2a	Amendment to the Amended and Restated Agreement and Plan of Merger, dated December 31, 2024, by and among Western, Merger Sub, Cycurion and the Stockholders' Representative, is incorporated by reference to Exhibit 2.1 of the Company's Current Report on Form 8-K, filed with the SEC on December 31, 2024.
2.3*	Second Amended and Restated Agreement and Plan of Merger, dated February 13, 2025, by and among Western, Merger Sub, Cycurion and the Stockholders' Representative.
3.1	Certificate of Incorporation of the Registrant, as filed with the Secretary of State of the State of Delaware on April 28, 2021, is incorporated herein by reference to Exhibit 3.1 of the Registrant's Registration Statement on Form S-1 (File No. 333-260384), filed with the SEC on October 20, 2021.
3.2	Amended and Restated Certificate of Incorporation of the Registrant, as filed with the Secretary of State of the State of Delaware on January 13, 2022, is incorporated herein by reference to Exhibit 3.1 of the Registrant's Current Report on Form 8-K, filed with the SEC on January 14, 2022.
3.2a	First Amendment to the Amended and Restated Certificate of Incorporation of the Registrant as filed with the Secretary of State of Delaware on January 9, 2023, is incorporated herein by reference to Exhibit 3.1 of the Registrant's Current Report on Form 8-K, filed with the SEC on January 12, 2023.
3.2b	Second Amendment to the Amended and Restated Certificate of Incorporation of the Registrant, as filed with the Secretary of State of Delaware on July 11, 2023, is incorporated herein by reference to Exhibit 3.1 of the Registrant's Current Report on Form 8-K, filed with the SEC on July 13, 2023.
3.2c	Third Amendment to the Amended and Restated Certificate of Incorporation of the Registrant, as filed with the Secretary of State of Delaware on January 10, 2024, is incorporated herein by reference to Exhibit 3.1 of the Registrant's Current Report on Form 8-K, filed with the SEC on January 11, 2024.
3.2d	Fourth Amendment to the Amended and Restated Certificate of Incorporation of the Registrant, as filed with the Secretary of State of Delaware on April 10, 2024, is incorporated herein by reference to Exhibit 3.1 of the Registrant's Current Report on Form 8-K, filed with the SEC on April 12, 2024.
3.2e	Fifth Amendment to the Amended and Restated Certificate of Incorporation of the Registrant, as filed with the Secretary of State of Delaware on July 2, 2024, is incorporated herein by reference to Exhibit 3.1 of the Registrant's Current Report on Form 8-K, filed with the SEC on July 2, 2024.
3.3f	Sixth Amendment to the Amended and Restated Certificate of Incorporation of the Registrant, as filed with the Secretary of State of Delaware on October 9, 2024, is incorporated herein by reference to Exhibit 3.1 of the Registrant's Current Report on Form 8-K, filed with the SEC on October 10, 2024.
3.3g	Seventh Amendment to the Amended and Restated Certificate of Incorporation of the Registrant, as filed with the Secretary of State of Delaware on January 8, 2025, is incorporated herein by reference to Exhibit 3.1 of the Registrant's Current Report on Form 8-K, filed with the SEC on January 8, 2025.
3.4*	Second Amended and Restated Certificate of Incorporation of the Registrant.

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3.5	Bylaws of the Registrant incorporated herein by reference to Exhibit 3.3 of the Registrant's Registration Statement on Form S-1 (File No. 333-260384), filed with the SEC on October 20, 2021.
3.6*	Amended and Restated Bylaws of the Registrant.
3.7*	Certificate of Designation of Series A Convertible Preferred Stock of the Company.
3.8*	Certificate of Designation of Series B Convertible Preferred Stock of the Company.
3.9*	Certificate of Designation of Series C Convertible Preferred Stock of the Company.
3.10*	Certificate of Designation of Series D Convertible Preferred Stock of the Company.
3.11*	Certificate of Merger
4.1	Specimen Unit Certificate of the Registrant is incorporated herein by reference to Exhibit 4.1 of the Registrant's Registration Statement on Form S-1 (File No. 333-260384), filed with the SEC on October 20, 2021.
4.2	Specimen Common Stock Certificate of the Registrant is incorporated herein by reference to Exhibit 4.2 of the Registrant's Registration Statement on Form S-1 (File No. 333-260384), filed with the SEC on October 20, 2021.

4.3	Specimen Warrant Certificate of the Registrant is incorporated herein by reference to Exhibit 4.3 of the Registrant's Registration Statement on Form S-1 (File No. 333-260384), filed with the SEC on October 20, 2021.
4.4	Form of Warrant Agreement between Equiniti Trust Company, LLC and the Registrant is incorporated herein by reference to Exhibit 4.4 of the Registrant's Registration Statement on Form S-1 (File No. 333-260384), filed with the SEC on October 20, 2021.
4.5	Warrant Agreement, dated January 11, 2022, by and between the Registrant and Equiniti Trust Company, LLC, as warrant agent is incorporated herein by reference to Exhibit 4.1 of the Registrant's Current Report on Form 8-K, filed with the SEC on January 14, 2022.
5.1*	Opinion of Seward & Kissel LLP
8.1*	Opinion of Seward & Kissel LLP
10.1	Form of Letter Agreement from each of the Registrant's officers, directors, sponsor, and A.G.P./Alliance Global Partners is incorporated herein by reference to Exhibit 10.1 of the Registrant's Registration Statement on Form S-1 (File No. 333-260384), filed with the SEC on October 20, 2021.
10.2	Investment Management Trust Agreement, dated January 11, 2022, by and between the Registrant and Equiniti Trust Company, LLC, as trustee, is incorporated herein by reference to Exhibit 10.2 of the Registrant's Current Report on Form 8-K, filed with the SEC on January 14, 2022.
10.2a*	Amendment to the Investment Management Trust Agreement, dated February 13, 2025, by and between the Registrant and Equiniti Trust Company, LLC, as trustee.
10.3	Registration Rights Agreement, dated January 11, 2022, by and among the Registrant, the Sponsor, A.G.P./Alliance Global Partners and certain other security holders of the Registrant is incorporated herein by reference to Exhibit 10.3 of the Registrant's Current Report on Form 8-K, filed with the SEC on January 14, 2022.
10.4*	Form of Indemnity Agreement, by and among the Registrant and each of the directors and officers of the Registrant
10.5	Form of Lock Up Agreement among the Registrant, WAV Merger Sub, Inc., Cycurion, Inc., and the parties signatory thereto is incorporated herein by reference to Exhibit 10.4 of the Registrant's Current Report on Form 8-K, filed with the SEC on December 7, 2022.
10.6	Term Loan Note issued by the Registrant and Axxum Technologies LLC in favor of Mainstreet Bank, dated November 22, 2017, is incorporated herein by reference to Exhibit 10.12 of the Registrant's Registration Statement on Form S-4, filed with the SEC on February 13, 2023.
10.7	Pledge Agreement by the Registrant and Mainstreet Bank, dated November 22, 2017, is incorporated herein by reference to Exhibit 10.13 of the Registrant's Registration Statement on Form S-4 (File No. 333-269724), filed with the SEC on February 13, 2023.
10.8	Amended and Restated Loan and Security Agreement by and among the Registrant, Axxum Technologies LLC, Cloudburst Security LLC, and Mainstreet Bank, dated April 18, 2019, is incorporated herein by

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	reference to Exhibit 10.14a of the Registrant's Registration Statement on Form S-4 (File No. 333-269724), filed with the SEC on February 13, 2023.
10.8a	First Amendment to Amended and Restated Loan and Security Agreement by and among the Registrant, Axxum Technologies LLC, Cloudburst Security LLC, and Mainstreet Bank, dated March 30, 2020, is incorporated herein by reference to Exhibit 10.14b of the Registrant's Registration Statement on Form S-4 (File No. 333-269724), filed with the SEC on February 13, 2023.
10.8b	Second Amendment to Amended and Restated Loan and Security Agreement by and among the Registrant, Axxum Technologies LLC, Cloudburst Security LLC, and Mainstreet Bank, dated June 29, 2020, is incorporated herein by reference to Exhibit 10.14c of the Registrant's Registration Statement on Form S-4 (File No. 333-269724), filed with the SEC on February 13, 2023.

10.9	Amended and Restated Revolving Credit Note of the Registrant, Axxum Technologies LLC, and Cloudburst Security LLC in favor of Mainstreet Bank, dated April 18, 2019, is incorporated herein by reference to Exhibit 10.15 of the Registrant's Registration Statement on Form S-4 (File No. 333-269724), filed with the SEC on February 13, 2023.
10.10	Collateral Assignment of Acquisition Documents by the Registrant and Mainstreet Bank, dated November 22, 2017, is incorporated herein by reference to Exhibit 10.16 of the Registrant's Registration Statement on Form S-4 (File No. 333-269724), filed with the SEC on February 13, 2023.
10.11	Joint Venture Agreement Between Cycurion, Inc. and Lunar Privacy, Inc., made and entered December 29, 2022, is incorporated herein by reference to Exhibit 10.20 of the Registrant's Registration Statement on Form S-4 (File No. 333-269724), filed with the SEC on February 13, 2023.
10.12	Tern Sheet between SLG Innovation, Inc. and Cycurion, Inc., dated April 25, 2023 is incorporated herein by reference to Exhibit 10.21 of the Registrant's Registration Statement on Form S-4 (File No. 333-269724), filed with the SEC on November 2, 2023.
10.12a	First Amendment to Term Sheet between SLG Innovation, Inc. and Cycurion, Inc., effective as of November 29, 2023, is incorporated herein by reference to Exhibit 10.21a of the Registrant's Registration Statement on Form S-4 (File No. 333-269724), filed with the SEC on January 30, 2024.
10.12b	Second Amendment to Term Sheet between SLG Innovation, Inc. and Cycurion, Inc., effective as of April 29, 2024 is incorporated by reference to Exhibit 10.21b of the Registrant's Registration Statement on Form S-4 (File No. 333-269724), filed with the SEC on May 13, 2024.
10.12c	Third Amendment to Term Sheet between SLG Innovation, Inc. and Cycurion, Inc., effective as of August 16, 2024, is incorporated by reference to Exhibit 10.21c of the Registrant's Registration Statement on Form S-4 (File No. 333-269724), filed with the SEC on November 1, 2024.
10.12d	Fourth Amendment to Term Sheet between SLG Innovation, Inc. and Cycurion, Inc., effective as of December 31, 2024, is incorporated by reference to Exhibit 10.21c of the Registrant's Registration Statement on Form S-4 (File No. 333-269724), filed with the SEC on December 31, 2024.
10.13	Term Sheet between RCR Technology Corporation and Cycurion, Inc., dated April 25, 2023 is incorporated herein by reference to Exhibit 10.22 of the Registrant's Registration Statement on Form S-4 (File No. 333-269724), filed with the SEC on November 2, 2023.
10.13a	First Amendment to Term Sheet between RCR Technology Corporation and Cycurion, Inc., effective as of November 29, 2023, is incorporated herein by reference to Exhibit 10.22a of the Registrant's Registration Statement on Form S-4 (File No. 333-269724), filed with the SEC on January 30, 2024.
10.13b	Second Amendment to Term Sheet between RCR Technology Corporation and Cycurion, Inc., effective as of August 16, 2024, is incorporated by reference to Exhibit 10.22b of the Registrant's Registration Statement on Form S-4 (File No. 333-269724), filed with the SEC on November 1, 2024.
10.13c	Third Amendment to Term Sheet between RCR Technology Corporation and Cycurion, Inc., effective as of December 31, 2024, is incorporated by reference to Exhibit 10.22c of the Registrant's Registration Statement on Form S-4 (File No. 333-269724), filed with the SEC on December 31, 2024.
10.14	Loan Agreement between Cycurion, Inc. and the Registrant, made and entered July 2023 in a transaction that closed on August 1, 2023, is incorporated herein by reference to Exhibit 10.23 of the Registrant's Registration Statement on Form S-4 (File No. 333-269724), filed with the SEC on January 30, 2024.

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10.14a	Amendment No. 1 Loan Agreement between Cycurion, Inc. and the Registrant, dated January 26, 2024, is incorporated herein by reference to Exhibit 10.24 of the Registrant's Registration Statement on Form S-4 (File No. 333-269724), filed with the SEC on January 30, 2024.
10.14b	Amendment No. 2 to Loan Agreement between Cycurion, Inc. and the Registrant, dated April 4, 2024, is incorporated herein by reference to Exhibit 10.25 of the Registrant's Form 10-K, filed with the SEC on April 26, 2024.
10.14c	Amendment No. 3 to Loan Agreement between Cycurion, Inc. and the Registrant, dated May 3, 2024, is incorporated herein by reference to Exhibit 10.28 of the Registrant's Form S-4 (File No. 333-269724), filed with the SEC on May 13, 2024.
10.14d	Amendment No. 4 to Loan Agreement between Cycurion, Inc. and the Registrant, dated July 2, 2024, is incorporated herein by reference to Exhibit 10.29 of the Registrant's Form S-4 (File No. 333-269724), filed with the SEC on August 12, 2024.
10.14e	Amendment No. 5 to Loan Agreement between Cycurion, Inc. and the Registrant, dated October 9, 2024, is incorporated by reference to Exhibit 10.30 of the Registrant's Registration Statement on Form S-4 (File No. 333-269724), filed with the SEC on November 1, 2024.
10.14f	Amendment No. 6 to Loan Agreement between Cycurion, Inc. and the Registrant, dated January 8, 2025, is incorporated by reference to Exhibit 10.35 of the Registrant's Registration Statement on Form S-4 (File No. 333-269724), filed with the SEC on January 8, 2025.
10.15*	Employment Agreement by and between the Registrant and L. Kevin Kelly, dated December 1, 2024.
10.16*	Employment Agreement by and between the Registrant and Alvin McCoy III, dated January 1, 2025.
10.17*	Form of Contribution and Exchange Agreement among the Registrant and the parties signatory thereto.
10.18	Cycurion Promissory Note, dated September 24, 2024, is incorporated by reference to Exhibit 10.2 of the Registrant's Form 8-K, filed with the SEC on September 25, 2024.
10.19	Cycurion Promissory Note, dated January 6, 2025, is incorporated by reference to Exhibit 10.2 of the Registrant's Form 8-K/A, filed with the SEC on January 8, 2025.
10.20	Cycurion Promissory Note, dated January 24, 2025, is incorporated by reference to Exhibit 10.2 of the Registrant's Form 8-K, filed with the SEC on January 30, 2025.
10.21	2025 Equity Incentive Plan, is incorporated by reference to Annex C of the Company's Proxy Statement/ Prospectus, filed with the SEC on January 10, 2025.
10.22*	Code of Ethics
10.23*	Corporate Governance Policy
19.1*	Insider Trading Policy
23.1*	Consent of Seward & Kissel LLP (included in Exhibit 5.1)
99.1*	Audit Committee Charter
99.2*	Compensation Committee Charter
99.3*	Nominating Committee Charter
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Filed herewith

SIGNATURES

Pursuant to the requirements of the Securities and Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

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CYCURION, INC.

Date: February 14, 2025

By: */s/ Alvin McCoy, III*
Name: Alvin McCoy, III
Title: Chief Financial Officer

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Exhibit 2.3

SECOND AMENDED AND RESTATED AGREEMENT AND PLAN OF MERGER

dated as of February 13, 2025 by and among

WESTERN ACQUISITION VENTURES CORP.,
WAV MERGER SUB, INC., and
CYCURION, INC.

and

Emmit McHenry, solely in his capacity as the Stockholder Representative

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SECOND AMENDED AND RESTATED AGREEMENT AND PLAN OF MERGER

This Second Amended and Restated Agreement and Plan of Merger (this "**Agreement**"), dated as of February 13, 2025, is entered into by and among Western Acquisition Ventures Corp., a Delaware corporation (prior to the Effective Time, "**Acquiror**" and, at and after the Effective Time, "**PubCo**"), WAV Merger Sub, Inc., a Delaware corporation ("**Merger Sub**"), Cycurion, Inc., a Delaware corporation (the "**Company**"), and Emmit McHenry (the "**Stockholder Representative**"), solely in his capacity as the Stockholder Representative pursuant to the designation in Section 11.16. Acquiror, Merger Sub and the Company are sometimes referred to herein individually as a "**Party**" and, collectively, as the "**Parties**". Except as otherwise indicated, capitalized terms used but not defined herein shall have the meanings set forth in Article I of this Agreement.

RECITALS

WHEREAS, the Parties executed an Agreement and Plan of Merger dated as of November 21, 2022, as amended on April 26, 2024 and further amended on December 31, 2024 (collectively, the **"Original Agreement"**) providing that, upon and subject to the conditions of the Original Agreement, at the closing of the transactions contemplated thereby, Merger Sub is to merge with and into the Company pursuant to the Merger, with the Company surviving as the Surviving Company (the **"Transactions"**);

WHEREAS, in connection with the Merger, Acquiror shall adopt, subject to obtaining the Acquiror Stockholder Approval, the amended and restated Certificate of Incorporation (the "**PubCo Charter**") in the form set forth on Exhibit A;

WHEREAS, each of the parties intends that, for U.S. federal income tax purposes, (i) the Merger will qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and the Treasury Regulations thereunder to which each of PubCo, Merger Sub, and Company is to be a party under Section 368(b) of the Code and the Treasury Regulations thereunder and (ii) this Agreement be adopted as a "plan of reorganization" for purposes of Sections 354, 361, and 368 of the Code and within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3(a) ((i) and (ii), collectively, the "**Intended Tax Treatment**"); and

WHEREAS, the respective boards of directors of each of Acquiror, Merger Sub, and the Company have each (i) approved and declared advisable the Transactions upon the terms and subject to the conditions of this Agreement and in accordance with the DGCL (as defined below) and (ii) recommended to their respective stockholders the approval and adoption of this Agreement and the Transactions.

WHEREAS, the respective boards of directors of each of Acquiror, Merger Sub, and the Company have each approved and declared advisable to remove from the requirements contained in the Original Agreement limiting the Company's ability to consummate an initial business combination if PubCo would have less than $5,000,001 in net tangible assets prior to or upon consummation of the Business Combination.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth in this Agreement, and intending to be legally bound hereby, Acquiror, Merger Sub, and the Company agree as follows:

ARTICLE I

CERTAIN DEFINITIONS

1.1 Definitions. As used herein, the following terms shall have the following meanings: "**Acquiror**" has the meaning specified in the preamble hereto.

"**Acquiror Adverse Recommendation Change**" means the Acquiror Board: (a) failing to make, withdrawing, amending, modifying, or materially qualifying, in a manner adverse to the Company, the Acquiror Board Recommendation; (b) failing to include

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the Acquiror Board Recommendation in the Proxy Statement; (c) recommending an Acquisition Proposal; (d) failing to recommend against acceptance of any tender offer or exchange offer for any Acquiror Common Stock within ten Business Days after the commencement of such offer; (e) failing to reaffirm (publicly, if so requested by the Company) the Acquiror Board Recommendation within ten Business Days after the date any Acquisition Proposal (or material modification thereto) is first publicly disclosed by Acquiror or the Person making such Acquisition Proposal;(f) making any public statement inconsistent with the Acquiror Board Recommendation; or (g) resolving or agreeing to take any of the foregoing actions.

"**Acquiror Affiliate Agreement**" has the meaning specified in Section 5.20.

"**Acquiror and Merger Sub Representations**" means the representations and warranties of each of Acquiror and Merger Sub expressly and specifically set forth in Article V of this Agreement, as qualified by the Acquiror and Merger Sub Schedules. For the avoidance of doubt, the Acquiror and Merger Sub Representations are solely made by Acquiror and Merger Sub.

"**Acquiror and Merger Sub Schedules**" means the disclosure schedules of Acquiror and Merger Sub.

"**Acquiror Benefit Plans**" has the meaning set forth in Section 5.6. "**Acquiror Board**" means the board of directors of Acquiror.

"**Acquiror Board Recommendation**" has the meaning specified in Section 8.3(d).

"**Acquiror Common Stock**" means Acquiror's Common Stock, par value $0.0001 per share. "**Acquiror Cure Period**" has the meaning specified in Section 10.1(c).

"**Acquiror Incentive Plan**" means an equity incentive plan adopted by Acquiror on or prior to the Closing Date.

"**Acquiror Incentive Plan Proposal**" has the meaning specified in Section 8.3(b).

"**Acquiror Material Adverse Effect**" means any event, change, or circumstance that, individually or in the aggregate, has or could reasonably be expected to have, a material adverse effect on (i) the assets, business, results of operations or financial condition of the Acquiror or Merger Sub, taken as a whole, or (ii) the ability of the Acquiror or Merger Sub to perform its obligations under this Agreement or consummate the transactions contemplated hereby; *provided*, *however*, that in no event would any of the following, alone or in combination, be deemed to constitute, or be taken into account in determining whether there has been or will be, an "**Acquiror Material Adverse Effect**": (a) any change in applicable Laws or GAAP after the date hereof or any official interpretation thereof, (b) any change in interest rates or economic, political, business, financial, commodity, currency, or market conditions generally, (c) the announcement or the execution of this Agreement, the pendency or consummation of the Merger, or the performance of this Agreement, including the impact thereof on relationships, contractual or otherwise, with customers, suppliers, licensors, distributors, partners, providers, and employees (*provided*, that the exceptions in this clause (c) shall not be deemed to apply to references to "**Acquiror Material Adverse Effect**" in the representations and warranties set forth in Section 4.4 and, to the extent related thereto, the condition in Section 9.2(a)), (d) any change generally affecting any of the industries or markets in which the Acquiror or Merger Sub operates or the economy as a whole, (e) the compliance with the terms of this Agreement or the taking of any action required by this Agreement or with the prior written consent of Acquiror (*provided*, that the exceptions in this clause (e) shall not be deemed to apply to references to "**Acquiror Material Adverse Effect**" in the representations and warranties set forth in Section 4.4 and, to the extent related thereto, the condition in Section 9.2(a)), (f) any earthquake, hurricane, tsunami, tornado, flood, mudslide, wild fire or other natural disaster, pandemic, weather condition, explosion fire, act of God, or other force majeure event, including, for the avoidance of doubt, COVID-19 and any Law, directive, pronouncement, or guideline issued by a Governmental Authority, the Centers for Disease Control and Prevention, the World Health Organization, or any industry group providing for business closures, changes to business operations, "sheltering-in-place," or other restrictions that relate to, or arise out of, an epidemic, pandemic, or disease outbreak (including the COVID-19 pandemic) or any change in such Law, directive, pronouncement, or guideline or interpretation thereof following the date of this Agreement or the Acquiror or Merger Sub's compliance therewith, (g) any national or international political or social conditions in countries in which, or in the proximate geographic region of which, the Acquiror or Merger Sub operates, including the engagement by the United States or such other countries in hostilities or the escalation thereof, whether or not pursuant to the declaration of a national emergency or war, or the occurrence or the escalation of any military or terrorist attack (including any internet or "cyber" attack or hacking) upon the United States or such other country, or any territories, possessions, or diplomatic or consular offices of the United States or such other countries or upon any United States or such other country military installation, equipment or personnel, (h) any

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failure of the Acquiror or Merger Sub to meet any projections, forecasts or budgets, or (i) any actions taken, or failures to take action, or such other changes or events, in each case, that Acquiror has requested or to which it has consented; *provided*, that clause (h) shall not prevent or otherwise affect a determination that any change or effect underlying such failure to meet projections or forecasts has resulted in, or contributed to, or would reasonably be expected to result in or contribute to, a Material Adverse Effect (to the extent such change or effect is not otherwise excluded from this definition of Material Adverse Effect); *provided*, *further*, *however*, that any effect referred to in clauses (a), (b), (d), or (e) immediately above shall be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur if it has a disproportionate effect on the Acquiror, Merger Sub, and their Subsidiaries, taken as a whole, compared to other participants in the industries in which the Acquiror, Merger Sub, and their Subsidiaries conduct their businesses (in which case, only the incremental disproportionate adverse effect may be taken into account in determining whether an Acquiror Material Adverse Effect has occurred).

"**Acquiror Organizational Documents**" means the Certificate of Incorporation and bylaws of Acquiror, in each case as may be amended from time to time in accordance with the terms of this Agreement.

"Acquiror Preferred Stock" means the shares of Acquiror's Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, and Series D Preferred Stock.

"**Acquiror Private Placement Warrants**" means warrants to purchase shares of Acquiror Common Stock issued to the Sponsor in connection with the initial public offering of the Acquiror.

"**Acquisition Proposal**" has the meaning specified in Section 8.9(c).

"**Acquiror Public Warrants**" means warrants to purchase one-half (1/2) of one share of Acquiror Common Stock issued to purchasers of Acquiror Units in connection with its initial public offering, as set forth in the Acquiror SEC Reports. As Acquiror will not issue fractional shares, Acquiror Public Warrants must be exercised in multiples of two warrants.

"**Acquiror SEC Reports**" has the meaning specified in Section 5.11(a).

"Acquiror Series A Preferred Stock" means the shares of Acquiror's Series A Convertible Preferred Stock, par value $0.0001 per share.

"Acquiror Series B Preferred Stock" means the shares of Acquiror's Series B Convertible Preferred Stock, par value $0.0001 per share.

"Acquiror Series C Preferred Stock" means the shares of Acquiror's Series C Convertible Preferred Stock, par value $0.0001 per share.

"Acquiror Series D Preferred Stock" means the shares of Acquiror's Series D Convertible Preferred Stock, par value $0.0001 per share.

"**Acquiror Stockholder**" means a holder of Acquiror Common Stock. "**Acquiror Stockholder Approval**" has the meaning specified in Section 5.2(b).

"**Acquiror Units**" means the units of the Acquiror issued in connection with its initial public offering, which such units are comprised of one share of Acquiror Common Stock and one Acquiror Public Warrant.

"**Acquiror Warrants**" means, collectively, the Acquiror Public Warrants and the Acquiror Private Placement Warrants.

"**Action**" means any claim, action, suit, assessment, arbitration, or proceeding, in each case that is by or before any Governmental Authority.

"**Additional Proposal**" has the meaning specified in Section 8.3(b).

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"**Advisory Charter Proposal**" has the meaning specified in Section 8.3(b).

"**Affiliate**" means, with respect to any specified Person, any Person that, directly or indirectly, controls, is controlled by, or is under common control with, such specified Person, through one or more intermediaries or otherwise.

"**Agreement**" has the meaning specified in the preamble hereto.

"**Ancillary Documents**" means this Agreement, PubCo Bylaws, PubCo Charter, the Sponsor Support Agreement, the Company Support Agreements, the Registration Rights Agreement, the Lock-up Agreements, Leak-out Agreements, and all the agreements, documents, instruments, and certificates entered into in connection herewith or therewith and any and all exhibits and schedules thereto.

"**Anti-Corruption Laws**" means any applicable Laws relating to anti-bribery or anti-corruption (governmental or commercial), including the U.S. Foreign Corrupt Practices Act, as amended (FCPA), and the U.S. Travel Act, 18 U.S.C. § 1952.

"**Antitrust Law**" means the HSR Act, the Federal Trade Commission Act, as amended, the Sherman Act, as amended, the Clayton Act, as amended, and any applicable foreign antitrust Laws, and all other applicable Laws that are designed or intended to prohibit, restrict, or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

"**ARP**" means the American Rescue Plan Act of 2021 (Pub. L. 117-2), as amended, and the guidance, rules and regulations promulgated thereunder.

"**Business Combination**" has the meaning ascribed to such term in the Certificate of Incorporation. "**Business Combination Proposal**" has the meaning set forth in Section 7.7.

"**Business Combination Proposal**" has the meaning specified in Section 8.3(b).

"**Business Day**" means a day other than a Saturday, Sunday, or other day on which commercial banks in New York, New York are authorized or required by Law to close.

"**CAA**" means the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), as amended, and the guidance, rules and regulations promulgated thereunder.

"**CARES Act**" means the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116-136), as amended, and any administrative or other guidance, rules, and regulations published with respect thereto or any other Law or executive order or executive memorandum intended to address the consequences of COVID-19 (in each case, including any comparable provisions of state, local or foreign Law and including any related or similar orders or declarations from any Governmental Authority).

"**Certificate of Incorporation**" means the Amended and Restated Certificate of Incorporation of Acquiror, filed with the Secretary of State of the State of Delaware on January 11, 2022, as amended on January 9, 2023, July 11, 2023, January 10, 2024, April 10, 2024, July 2, 2024, October 9, 2024 and January 8,

2025.

"**Certificate of Merger**" has the meaning specified in Section 2.1.

"**Charter Amendment Proposal**" has the meaning specified in Section 8.3(b).

"**Claim**" means any demand, claim, action, legal, judicial, or administrative proceeding (whether at law or in equity) or arbitration.

"**Closing**" has the meaning specified in Section 2.3. "**Closing Date**" has the meaning specified in Section 2.3. "**Code**" has the meaning specified in the recitals hereto.

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"**Company**" has the meaning specified in the preamble hereto.

"**Company Adverse Recommendation Change**" means the Company Board: (a) failing to make, withdrawing, amending, modifying, or materially qualifying, in a manner adverse to Acquiror, the Company Board Recommendation; (b) recommending an Acquisition Proposal; (c) failing to reaffirm the Company Board Recommendation within ten Business Days after the date any Acquisition Proposal (or material modification thereto) is first publicly disclosed by the Company or the Person making such Acquisition Proposal; (d) making any public statement inconsistent with the Company Board Recommendation; or (e) resolving or agreeing to take any of the foregoing actions.

"**Company Affiliate Agreement**" has the meaning specified in Section 4.21. "**Company Benefit Plan**" has the meaning specified in Section 4.13(a).

"**Company Board**" means the board of directors of the Company.

"**Company Board Recommendation**" has the meaning specified in Section 8.3(e).

"Company Capital Stock" means, as applicable, Company Common Stock and Company Preferred Stock.

"**Company Certificate of Incorporation**" means the Certificate of Incorporation of the Company filed with the Secretary of State of the State of Delaware on November 4, 2017, as thereafter amended by filings with the Secretary of State of the State of Delaware on July 14, 2020, and February 24, 2021.

"**Company Common Stock**" has the meaning specified in Section 4.6(a).

"**Company Cure Period**" has the meaning specified in Section 10.1(b).

"**Company Exchange Debt**" means that certain debt of the Company to be exchanged for shares of the Acquiror's Series D Preferred Stock.

"**Company Exchange Persons**" means those persons who are parties to the "Omnibus Exchange Agreement," *i.e.*, those persons, whose class or series of pre-Closing equity, derivative, or debt securities of the Company is referenced in the Exchange Ratio, who, at the Closing, will receive post-Closing equity or derivative securities of the Acquiror.

"**Company Exchange Presumptive Preferred Stock**" means the Company's "presumptive" Series C Preferred Stock to be exchanged for shares of the Acquiror's Series C Preferred Stock.

"**Company Exchange Securities**" means the shares of the Company Common Stock, the shares of the Company Preferred Stock, the shares of the Company Exchange Presumptive Preferred Stock, and the Company Exchange Debt.

"**Company Intellectual Property**" means all Owned Intellectual Property and all Intellectual Property used in, or necessary for the conduct of the business of the Operating Group Companies, as currently conducted.

"**Company Option**" has the meaning specified in Section 3.4(a).

"**Company Preferred Stock**" means the shares of Company's Series A Preferred Stock and Company Series B Preferred Stock.

"**Company Preferred Stock Requisite Approval**" has the meaning specified in Section 4.3.

"**Company Products**" shall mean the products or service offerings of any Operating Group Company that have been or are being marketed, sold, offered, provided, or distributed.

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"**Company Representations**" means the representations and warranties of the Company expressly and specifically set forth in Article IV of this Agreement, as qualified by the Company Schedules. For the avoidance of doubt, the Company Representations are solely made by the Company.

"**Company Requisite Approval**" has the meaning specified in Section 4.3.

"**Company Restricted Stock Unit**" means, as of any determination time, each restricted stock unit that is outstanding, granted under the Company Stock Plan.

"**Company Schedules**" means the disclosure schedules of the Company.

"**Company Series A Preferred Stock**" means the shares of Company's Series A Convertible Preferred Stock, par value $0.001 per share.

"**Company Series B Preferred Stock**" means the shares of Company's Series B Convertible Preferred Stock, par value $0.001 per share.

"**Company Software**" means all Owned Company Software and third-party Software used in, or necessary for the conduct of, the business of the Company, as currently conducted.

"**Company Stockholder**" means the holder of either a share of Company Common Stock or a share of Company Preferred Stock.

"**Company Stock Plan**" means the Company's 2021 Equity Incentive Plan.

"**Company Subsidiaries**" has the meaning specified in Section 4.2(a).

"**Company Support Agreement**" means an agreement with the Acquiror, the Company, and its officers, directors and certain key stockholders.

"**Confidential Data**" means all data for which the Company is required by Law, Contract, or privacy policy to keep confidential or private, including all such data transmitted to the Company by customers of the Company or Persons that interact with the Company.

"**Consent Solicitation Statement**" means the consent solicitation statement with respect to the solicitation by the Company of the Company Requisite Approval and of the Company Preferred Stock Requisite Approval.

"**Contracts**" means any legally binding contracts, agreements, subcontracts, leases, and purchase orders (other than any Company Benefit Plans).

"**Converted Awards**" has the meaning specified in Section 3.4(c).

"**Copyleft Terms**" has the meaning specified in Section 4.11(g).

"**COVID-19**" means SARS-CoV-2 or COVID-19, and any evolutions thereof or any other epidemics, pandemics, or disease outbreaks.

"**COVID-19 Action**" means an inaction or action by the Company, including the establishment of any policy, procedure or protocol, in response to then-current circumstances relating to COVID-19 or any COVID-19 Measures (i) that is consistent with the past practice of the Company in response to COVID-19 prior to the date of this Agreement (but only to the extent in compliance with applicable Law), or (ii) that would, given the totality of the circumstances under which the Company acted or did not act, be unreasonable for Acquiror to withhold, condition or delay consent with respect to such action or inaction (whether or not Acquiror has a consent right with respect thereto).

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"**COVID-19 Measures**" means any quarantine, "shelter in place," "stay at home," workforce reduction, social distancing, shut down, closure, sequester or any other Law, Governmental Order, Action, directive, guidelines, orrecommendations by any Governmental Authority in connection with or in response to COVID-19, including the CARES Act, FFA and Payroll Tax Executive Order.

"**DGCL**" means the Delaware General Corporation Law.

"**Dissenting Shares**" has the meaning specified in Section 3.8.

"**Directors Proposal**" has the meaning specified in Section 8.3(b).

"**DTC**" has the meaning specified in Section 3.5(a).

"**Effective Time**" has the meaning specified in Section 2.1.

"**ELOC Proposal**" has the meaning specified in Section 8.3(b).

"**Environmental Laws**" means any and all applicable Laws relating to pollution, protection of the environment (including natural resources) and human health and safety, or the use, storage, emission, disposal, or release of or exposure to Hazardous Materials.

"**ERISA**" has the meaning specified in Section 4.13(a).

"**ERISA Affiliate**" has the meaning specified in Section 4.13(e).

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Exchange Agent**" has the meaning specified in Section 3.3(a).

"**Exchange Fund**" has the meaning specified in Section 3.3(c).

"Exchange Ratio" means the exchange of per-class or per-series of pre-Closing equity, derivative, or debt securities of the Company for the per-class or per-series of post-Closing equity or derivative securities of PubCo, as set forth on Attachment "Exchange" hereto.

"**FFA**" means the Families First Coronavirus Response Act (Pub. L. No. 11preferred6-127), as amended, and the guidance, rules, and regulations promulgated thereunder (including any comparable provisions of state, local, or foreign Law and including any related or similar orders or declarations from any Governmental Authority).

"**Financial Derivative/Hedging Arrangement**" means any transaction (including an agreement with respect thereto) that is a rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, or any combination of these transactions.

"**Financial Statements**" has the meaning specified in Section 4.7.

"**Fraud**" means an actual, intentional, and knowing common law fraud (and not a constructive fraud, negligent misrepresentation, or omission, or any form of fraud premised on recklessness or negligence), as finally determined by a court of competent jurisdiction, by (a) the Company with respect to the Company Representations and Warranties (as qualified by the Company Schedules) or (b) Acquiror or Merger Sub with respect to the Acquiror and Merger Sub Representations (as qualified by Acquiror and Merger Sub Schedules); *provided*, that (and without limiting any of the other elements for establishing such common law fraud) such fraud shall in no event be deemed to exist in the absence of actual conscious awareness (and not imputed or constructive knowledge) by or on behalf of the Named Party sought to be held liable therefor, on the date the particular representation or warranty is made hereunder, both (i) of the particular fact, event, or condition that gives rise to a breach of the applicable representation or warranty contained herein and

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(ii) that such fact, event, or condition actually constitutes a breach of such representation or warranty, all with the express intention of such Named Party to deceive and mislead the other party hereto.

"**GAAP**" means United States generally accepted accounting principles, consistently applied. "**Governmental Authority**" means any federal, state, provincial, municipal, local, or foreign government, governmental authority, regulatory or administrative agency, governmental commission, department, board, bureau, agency or instrumentality, arbitrator, arbitral body (public or private), court, or tribunal.

"**Governmental Order**" means any order, judgment, injunction, decree, writ, stipulation, determination, or award, in each case, entered by or with any Governmental Authority.

"**Group Companies**" has the meaning specified in Section 4.2(b).

"**Hazardous Material**" means any material, substance or waste that is listed, regulated, or defined as "hazardous," "toxic," or "radioactive," or as a "pollutant" or "contaminant" (or words of similar intent or meaning) under applicable Environmental Laws, including, but not limited to, petroleum, petroleum by-products, asbestos, or asbestos-containing material, polychlorinated biphenyls, flammable or explosive substances, mold, per- and polyfluoroalkyl substances, or pesticides.

"**HSR Act**" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and the rules and regulations promulgated thereunder.

"**Indebtedness**" means, with respect to any Person, without duplication, any obligations (whether or not contingent) consisting of (a) the outstanding principal amount of and accrued and unpaid interest on, and other payment obligations for, borrowed money, or payment obligations issued or incurred in substitution or exchange for payment obligations for borrowed money, (b) amounts owing as deferred purchase price for property or services, including "earnout" payments, (c) payment obligations evidenced by any promissory note, bond, debenture, mortgage or other debt instrument or debt security, (d) contingent reimbursement obligations with respect to letters of credit, bankers' acceptance, or similar facilities (in each case to the extent drawn), (e) payment obligations of a third party secured by (or for which the holder of such payment obligations has an existing right, contingent or otherwise, to be secured by) any Lien, other than a Permitted Lien, on assets or properties of such Person, whether or not the obligations secured thereby have been assumed, (f) obligations under capitalized leases, (g) obligations under any Financial Derivative/Hedging Arrangement, (h) any outstanding severance obligations with respect to terminations that occurred or occur prior to the Closing Date and any accrued or earned bonuses or deferred compensation to the extent unpaid prior to Closing (including, in each case, the employer's portion of employment, payroll, and similar Taxes associated therewith determined as if no deferral (if any) of such Taxes has occurred as permitted by the CARES Act or similar Law (including the Payroll Tax Executive Order), (i) guarantees, make-whole agreements, hold harmless agreements, or other similar arrangements with respect to any amounts of a type described in clauses (a) through (h) above, and (j) with respect to each of the foregoing, any unpaid interest, breakage costs, prepayment or redemption penalties or premiums, or other unpaid fees or obligations; *provided*, *however*, that Indebtedness shall not include accounts payable to trade creditors and accrued expenses arising in the ordinary course of business or directly in connection with the Transactions.

"**Information or Document Request**" means any request or demand for the production, delivery, or disclosure of documents or other evidence, or any request or demand for the production of witnesses for interviews or depositions or other oral or written testimony, by any Regulatory Consent Authority relating to the transactions contemplated hereby or by any third party challenging the transactions contemplated hereby, including any so called "second request" for additional information or documentary material or any civil investigative demand made or issued by the Antitrust Division of the United States Department of Justice or the United States Federal Trade Commission or any subpoena, interrogatory, or deposition.

"**Intellectual Property**" means all intellectual property rights created, arising, or protected under applicable Law, including all: (i) patents, patent applications, patentable inventions, and other patent rights (including any divisionals, continuations, continuations-in-part, reissues, and reexaminations thereof) (collectively, "**Patents**"); (ii) trademarks, service marks, trade dress, trade names, taglines, social media identifiers (such as a Twitter® handle) brand names, logos, corporate names, and other source identifiers and all goodwill related thereto; (iii) copyrights and designs; (iv) internet domain names; (v) trade secrets, know-how, inventions, processes, procedures, database rights, source code, confidential business information, and other proprietary information and rights (collectively, "**Trade Secrets**"), and (vi) rights in Software.

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"**Intended Tax Treatment**" has the meaning specified in the recitals hereto. "**Interim Period**" has the meaning specified in Section 6.1.

"**International Trade Laws**" means any Law relating to international trade, including: (i) import laws and regulations administered by U.S. Customs and Border Protection, (ii) export control regulations issued by the U.S. Department of State pursuant to the International Traffic in Arms Regulations (22 C.F.R. 120 et seq.) and/or the U.S. Department of Commerce pursuant to the Export Administration Regulations (15 C.F.R. 730 et seq.); (iii) sanctions laws and regulations as administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (31 C.F.R. Part 500 et seq.); (iv) U.S. anti-boycott laws and requirements (Section 999 of the US Internal Revenue Code of 1986, as amended, or related provisions, or under the Export Administration Act, as amended, 50 U.S.C. App. Section 2407 et seq.).

"**Issuance Notice**" has the meaning specified in Section 3.5(b)(i).

"**IT Systems**" means the Software, systems, servers, computers, hardware, firmware, middleware, networks, data communications lines, routers, hubs, switches and all other information technology and telecommunications assets, systems, and equipment, and all associated documentation, in each case, owned, used, held for use, leased, outsourced, or licensed by or for any Operating Group Company for use in the conduct of its business as it is currently conducted.

"**JOBS Act**" has the meaning specified in Section 7.11.

"**Law**" means any statute, law, ordinance, rule, regulation, or Governmental Order, in each case, of any Governmental Authority.

"**Leak-out Agreements**" means leak-out agreements between the Acquiror and certain investors in the Company (each, a "**Leak-out Agreement**").

"**Leased Real Property**" means all real property leased, subleased, licensed, or otherwise occupied by the Company or any other Operating Group Company.

"**Letter of Transmittal**" means the letter of transmittal as proposed by the Exchange Agent and mutually agreed to by each of Acquiror and the Company (in either case, such agreement not to be unreasonably withheld, denied, conditioned, or delayed).

"**Lien**" means any mortgage, deed of trust, pledge, hypothecation, easement, right of way, purchase option, right of first refusal, covenant, restriction, security interest, title defect, encroachment, or other survey defect, or other lien or encumbrance of any kind, except for any restrictions arising under any applicable Securities Laws.

"**Lock-up Agreements**" means lock-up agreements between the Acquiror, certain investors in the Company, and certain other stockholders of the Company (each, a "**Lock-up Agreement**").

"**Material Adverse Effect**" means any event, change, or circumstance that, individually or in the aggregate, has or could reasonably be expected to have, a material adverse effect on (i) the assets, business, results of operations, or financial condition of the Operating Group Companies, taken as a whole, or (ii) the ability of the Company to perform its obligations under this Agreement or to consummate the transactions contemplated hereby; *provided*, *however*, that in no event would any of the following, alone or in combination, be deemed to constitute, or be taken into account in determining whether there has been or will be, a "**Material Adverse Effect**": (a) any change in applicable Laws or GAAP after the date hereof or any official interpretation thereof, (b) any change in interest rates or economic, political, business, financial, commodity, currency, or market conditions generally, (c) the announcement or the execution of this Agreement, the pendency or consummation of the Merger, or the performance of this Agreement, including the impact thereof on relationships, contractual or otherwise, with customers, suppliers, licensors, distributors, partners, providers, and employees (*provided*, that the exceptions in this clause (c) shall not be deemed to apply to references to "**Material Adverse Effect**" in the representations and warranties set forth in Section 4.4 and, to the extent related thereto, the condition in Section 9.2(a)), (d) any change generally affecting any of the industries or markets in which any of the Operating Group Companies operates or the economy as a whole, (e) the compliance with the terms of this Agreement or the taking of any action required by this Agreement or with the prior written consent of Acquiror (*provided*, that the exceptions in this clause (e) shall not be deemed to apply to references to "**Material**

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Adverse Effect" in the representations and warranties set forth in Section 4.4 and, to the extent related thereto, the condition in Section 9.2(a)), (f) any earthquake, hurricane, tsunami, tornado, flood, mudslide, wild fire, or other natural disaster, pandemic, weather condition, explosion fire, act of God or other force majeure event, including, for the avoidance of doubt, COVID-19 and any Law, directive, pronouncement, or guideline issued by a Governmental Authority, the Centers for Disease Control and Prevention, the World Health Organization, or any industry group providing for business closures, changes to business operations, "sheltering-in-place," or other restrictions that relate to, or arise out of, an epidemic, pandemic, or disease outbreak (including the COVID-19 pandemic) or any change in such Law, directive, pronouncement, or guideline or interpretation thereof following the date of this Agreement or any Operating Group Company's compliance therewith, (g) any national or international political or social conditions in countries in which, or in the proximate geographic region of which, any Operating Group Company operates, including the engagement by the United States or such other countries in hostilities or the escalation thereof, whether or not pursuant to the declaration of a national emergency or war, or the occurrence or the escalation of any military or terrorist attack (including any internet or "cyber" attack or hacking) upon the United States or such other country, or any territories, possessions, or diplomatic or consular offices of the United States or such other countries or upon any United States or such other country military installation, equipment, or personnel, (h) any failure of the Operating Group Companies, taken as a whole, to meet any projections, forecasts, or budgets or (i) any actions taken, or failures to take action, or such other changes or events, in each case, that Acquiror has requested or to which it has consented; *provided*, that clause (h) shall not prevent or otherwise affect a determination that any change or effect underlying such failure to meet projections or forecasts has resulted in, or contributed to, or would reasonably be expected to result in or contribute to, a Material Adverse Effect (to the extent such change or effect is not otherwise excluded from this definition of Material Adverse Effect); *provided*, *further*, *however*, that any effect referred to in clauses (a), (b), (d), or (e) immediately above shall be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur if it has a disproportionate effect on the Operating Group Companies, taken as a whole, compared to other participants in the industries in which the Operating Group Companies conduct their businesses (in which case, only the incremental disproportionate adverse effect may be taken into account in determining whether a Material Adverse Effect has occurred).

"**Material Contracts**" has the meaning specified in Section 4.12(a).

"**Material Permits**" has the meaning specified in Section 4.23.

"**Merger**" has the meaning specified in Section 2.1.

"**Merger Sub**" has the meaning specified in the preamble hereto. "**Minimum Cash Condition**" has the meaning specified in Section 9.3(f). "**Multiemployer Plan**" has the meaning specified in Section 4.13(e).

"**Named Parties**" means (i) with respect to this Agreement, the Company, Acquiror, and Merger Sub (and their permitted successors and assigns), and (ii) with respect to any Ancillary Document, the parties named in the preamble thereto (and their permitted successors and assigns), and "**Named Party**" means any of them.

"**Nasdaq**" means the Nasdaq Capital Market.

"**Nasdaq ELOC Proposal**" has the meaning specified in Section 8.3(b).

"**Nasdaq Issuance Proposal**" has the meaning specified in Section 8.3(b).

"**Nasdaq Series B Proposal**" has the meaning specified in Section 8.3(b).

"**Nasdaq Series D Proposal**" has the meaning specified in Section 8.3(b).

"**NTA**" has the meaning specified in Section 8.3(b).

"**Offer**" has the meaning specified in the recitals hereto.

"**Omnibus Exchange Agreement**" means the agreement between and among the Company, the Acquiror, and the Company Exchange Persons.

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"**Open Source Materials**" has the meaning specified in Section 4.11(f).

"**Operating Group Companies**" means, collectively, the Company, Cloudburst Security, LLC, a Virginia limited liability company, Axxum Technologies, LLC, a Virginia limited liability company, and Cycurion Innovation, Inc., a Delaware corporation, and "**Operating Group Company**" means any of the Operating Group Companies, individually.

"**Outstanding Acquiror Expenses**" has the meaning specified in Section 3.7(b).

"**Outstanding Company Expenses**" has the meaning specified in Section 3.7(a).

"**Owned Company Software**" means all Software owned or purported to be owned, in whole or in part, by the Company or any other Operating Group Company.

"**Owned Intellectual Property**" means all Intellectual Property owned or purported to be owned, in whole or in part, by the Company or any other Operating Group Company and includes the Owned Company Software.

"**Payroll Tax Executive Order**" means the Presidential Memorandum on Deferring Payroll Tax Obligations in Light of the Ongoing COVID-19 Disaster, as issued on August 8, 2020 and including any administrative or other guidance published with respect thereto by any Governmental Authority (including IRS Notice 2020-65).

"**PCAOB**" means the U.S. Public Company Accounting Oversight Board (or any successor thereto). "**Per-Security Merger Consideration**" means the per-class or per-series of pre-Closing equity, derivative, or debt securities of the Company issued and outstanding as of the Closing to be exchanged for the per- class or per-series of post-Closing equity or derivative securities of PubCo, as set forth on Attachment "Exchange".

"**Permits**" means all permits, licenses, certificates of authority, authorizations, approvals, registrations, and other similar consents issued by or obtained from a Governmental Authority.

"**Permitted Liens**" means (i) statutory or common law Liens of mechanics, materialmen, warehousemen, landlords, carriers, repairmen, construction contractors and other similar Liens (A) that arise in the ordinary course of business, (B) that relate to amounts not yet delinquent or (C) that are being contested in good faith through appropriate Actions, and either are not material or appropriate reserves for the amount being contested have been established in accordance with GAAP, (ii) Liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business, (iii) Liens for Taxes not yet delinquent or that are being contested in good faith through appropriate Actions, in each case, to the extent appropriate reserves have been established in accordance with GAAP, (iv) non-monetary Liens, encumbrances, and restrictions on real property (including easements, covenants, rights of way, and similar restrictions of record) that do not materially interfere with the present uses of such real property, (v) non-exclusive licenses of Owned Intellectual Property entered into in the ordinary course of business, (vi) Liens that secure obligations that are reflected as liabilities on the balance sheet included in the Financial Statements or Liens the existence of which is referred to in the notes to the balance sheet included in the Financial Statements, (vii) in the case of Leased Real Property, matters that would be disclosed by an accurate survey or inspection of such Leased Real Property, which do not materially interfere with the current use or occupancy of any Leased Real Property, (viii) requirements and restrictions of zoning, building, and other applicable Laws and municipal by-laws, and development, site plan, subdivision, or other agreements with municipalities, which do not materially interfere with the current use or occupancy of any Leased Real Property, and (ix) statutory Liens of landlords for amounts that (A) are not due and payable, (B) are being contested in good faith by appropriate proceedings and either are not material or appropriate reserves for the amount being contested have been established in accordance with GAAP, or (C) may thereafter be paid without penalty.

"**Person**" means any individual, firm, corporation, partnership (limited or general), limited liability company, incorporated or unincorporated association, joint venture, joint stock company, governmental agency or instrumentality, or other entity of any kind.

"**Personal Information**" means any personal information that specifically identifies, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, any particular individual or household.

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"**Privacy and Security Requirements**" means, to the extent applicable to the Company, (a) any Laws relating to privacy and data security, including laws regulating the Processing of Protected Data; (b) the Payment Card Industry Data Security Standard issued by the PCI Security Standards Council, as it may be amended from time to time ("**PCI DSS**"); (c) all Contracts between the Company and any Person that is applicable to the PCI DSS, privacy, data security and/or the Processing of Protected Data; (d) all policies and procedures applicable to the Company relating to the PCI DSS, privacy, data security, and/or the Processing of Protected Data, including, without limitation, all website and mobile application privacy policies and internal information security procedures; and (e) National Institute of Standards and Technology (NIST) 800-181 Workforce Framework for Cybersecurity (NICE Framework). "**Pro Rata Basis**" has the meaning specified in Section 3.5(b)(v).

"**Processing**" means the creation, collection, use (including, without limitation, for the purposes of sending telephone calls, text messages, and emails), storage, maintenance, processing, recording, distribution, transfer, transmission, receipt, import, export, protection, safeguarding, access, disposal, or disclosure or other activity regarding data (whether electronically or in any other form or medium).

"**Proposals**" has the meaning specified in Section 8.3(b).

"**Protected Data**" means Personal Information and Confidential Data.

"**Proxy Statement**" means the proxy statement filed by Acquiror as part of the Registration Statement with respect to the Special Meeting for the purpose of soliciting proxies from Acquiror Stockholders to approve the Proposals (which shall also provide the Acquiror Stockholders with the opportunity to redeem their shares of Acquiror Common Stock in conjunction with a stockholder vote on the Business Combination).

"**PubCo**" has the meaning specified in the recitals hereto.

"**PubCo Board**" means the board of directors of PubCo.

"**PubCo Bylaws**" has the meaning specified in the recitals hereto.

"**PubCo Capital Stock**" means PubCo Common Stock and Acquiror Preferred Stock.

"**PubCo Charter**" has the meaning specified in the recitals hereto.

"**PubCo Common Stock**" means PubCo's Common Stock, par value $0.0001 per share, entitling the holder of each such share to one vote per share.

"**PubCo Listing Application**" has the meaning specified in Section 6.7.

"**PubCo Option**" has the meaning specified in Section 3.4(a).

"**PubCo Restricted Stock Unit**" has the meaning specified in Section 3.4(b). "**Real Estate Lease Documents**" has the meaning specified in Section 4.18(b).

"**Redeeming Stockholder**" means an Acquiror Stockholder who demands that Acquiror redeem its Acquiror Common Stock for cash in connection with the Offer and in accordance with the Acquiror Organizational Documents.

"**Registered Intellectual Property**" has the meaning specified in Section 4.11(a).

"**Registration Rights Agreement**" has the meaning specified in the recitals hereto, and is in the form of Exhibit I hereto.

"**Registration Statement**" has the meaning specified in Section 8.3(a).

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"**Regulatory Consent Authorities**" means the Antitrust Division of the United States Department of Justice or the United States Federal Trade Commission, as applicable.

"**Representative**" means, as to any Person, any of the officers, directors, managers, employees, agents, counsel, accountants, financial advisors, lenders, debt financing sources and consultants of such Person.

"**Retained Agents**" has the meaning specified in Section 11.15(a).

"**Schedules**" means the Acquiror and Merger Sub Schedules and the Company Schedules. "**SEC**" means the United States Securities and Exchange Commission.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Securities Laws**" means the securities laws of any state, federal, or foreign entity and the rules and regulations promulgated thereunder.

"**Series A Preferred Stock**" has the meaning specified in Section 4.6(a).

"**Series B Preferred Stock**" has the meaning specified in Section 4.6(a).

"SLG" means SLG Innovation, Inc.

"**Software**" means any and all (a) computer programs, including any and all software implementation of algorithms, models, and methodologies, whether in source code, object code, human readable form, or other form, (b) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (c) descriptions, flow charts, and other documentation used to design, plan, organize, and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons, and icons, and (d) all documentation including user manuals and other training documentation relating to any of the foregoing.

"**Special Meeting**" means a meeting of the holders of Acquiror Common Stock to be held for the purpose of approving the Proposals.

"**Sponsor**" means Western Acquisition Ventures Sponsor, LLC, a Delaware limited liability company.

"**Sponsor Support Agreement**" means that certain the agreement among Sponsor and the Acquiror's directors and officers.

"**Stockholder Action**" has the meaning specified in Section 7.9.

"**Stockholder Representative**" has the meaning specified in Section 11.15(a).

"**Subsidiary**" means, with respect to a Person, any corporation or other organization (including a limited liability company or a general or limited partnership), whether incorporated or unincorporated, of which such Person directly or indirectly owns or controls a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions with respect to such corporation or other organization or any organization of which such Person or any of its Subsidiaries is, directly or indirectly, a general partner or managing member.

"**Surviving Company**" has the meaning specified in Section 2.1.

"**Surviving Company Bylaws**" means the form of bylaws set forth on Exhibit D.

"**Surviving Company Charter**" means the form of amended and restated certificate of incorporation set forth on Exhibit E.

"**Surviving Company Capital Stock**" means collectively, shares of Acquiror Common Stock and Acquiror Preferred Stock.

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"**Surviving Provisions**" has the meaning specified in Section 10.2.

"**Tax**" means (a) all U.S. or non-U.S. federal, provincial, state, or local taxes, charges, fees, imposts, levies, or other assessments, including all income, receipts, gross receipts, capital, share, surplus, sales, use, ad valorem, value added, transfer, franchise, profits, windfall or excess profits, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, goods and services, severance, stamp, conveyance, mortgage, registration, documentary, recording, premium, environmental, natural resources, intangibles, rent, occupancy, disability, workers' compensation, health care, occupation, alternative minimum, add-on minimum, accumulated earnings, personal holding company, net worth, property and estimated taxes, customs duties, fees, assessments, and similar charges (including the obligation to escheat or otherwise turn over abandoned, presumed abandoned, or unclaimed property or assets, whether or not currently escheatable or reportable), or other tax of any kind whatsoever and denominated by any name whatsoever, including all interest, penalties, fines, assessments, deficiencies, and additions to Tax imposed in connection with any such item whether civil or criminal and whether or not disputed, (b) any liability in respect of any items described in clause (a) above by reason of (i) being a transferee or successor or by having been a member of a combined, consolidated, unitary, or other affiliated group (including pursuant to Treasury Regulations Section 1.1502-6 or any analogous or similar state, local or non-U.S. Law or regulation) or (ii) Contract or otherwise, and (c) any tax amounts (including interest and penalties) payable by Company (or any of its Affiliates) as a result of Section 965 of the Code with respect to any election made under Section 965(h) of the Code.

"**Tax Return**" means any return, report, statement, refund, claim, declaration, information return, statement, estimate, or other document filed or required to be filed with a Governmental Authority respect to Taxes, including any schedule, election, declaration, or attachment thereto and including any amendments, information return or supplement thereof.

"**Terminating Acquiror Breach**" has the meaning specified in Section 10.1(c).

"**Terminating Company Breach**" has the meaning specified in Section 10.1(b).

"**Termination Date**" means April 11, 2025 or such later date as approved by the stockholders of Acquiror to complete a Business Combination.

"**Transactions**" means the transactions contemplated by this Agreement to occur at or prior to the Closing on the Closing Date, including the Merger.

"**Treasury Regulations**" means the regulations promulgated under the Code.

"**Trust Account**" has the meaning specified in Section 5.8(a).

"**Trust Agreement**" has the meaning specified in Section 5.8(a).

"**Trustee**" has the meaning specified in Section 5.8(a).

"**Willful Breach**" means, with respect to any agreement, a party's knowing and intentional material breach of any of its representations or warranties as set forth in such agreement, or such party's material breach of any of its covenants or other agreements set forth in such agreement, which material breach constitutes, or is a consequence of, a purposeful act or failure to act by such party with the knowledge that the taking of such act or failure to take such act would cause a material breach of such agreement.

1.2 Construction.

(a) Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender, (ii) words using the singular or plural number also include the plural or singular number, respectively, (iii) the terms "hereof," "herein," "hereby," "hereto" and derivative or similar words refer to this entire Agreement, (iv) the terms "Article," "Section," "Schedule," "Exhibit," and "Annex" refer to the specified Article, Section, Schedule, Exhibit, or Annex of or to this Agreement unless otherwise specified, (v) the word "including" shall mean "including without limitation," and (vi) the word "or" shall be disjunctive but not exclusive.

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(b) When used herein, "ordinary course of business" means an action taken, or omitted to be taken, in the ordinary and usual course of the Operating Group Companies' or the Acquiror's business, as applicable, consistent with past practice (including, for the avoidance of doubt, recent past practice in light of COVID-19). Notwithstanding anything to the contrary contained in this Agreement, nothing herein shall prevent any Operating Group Company from taking or failing to take any COVID-19 Actions and (x) no such COVD-19 Actions shall be deemed to violate or breach this Agreement in any way, (y) such COVID-19 Actions shall be deemed to constitute an action taken in the ordinary course, and (z) no such COVID-19 Actions shall serve as a basis for Acquiror to terminate this Agreement or assert that any of the conditions to the Closing contained herein have not been satisfied; *provided*, that such COVID-19 Actions do not disproportionately affect the Operating Group Companies as compared to other similarly situated companies that results in a Material Adverse Effect on the Company. The Company shall as promptly as reasonably practicable notify Acquiror after any Operating Group Company takes any individual, or commences any ongoing, COVID-19 Actions.

(c) Any reference in this Agreement to "PubCo" shall also mean Acquiror to the extent the matter relates to the pre-Closing period and any reference to "Acquiror" shall also mean "PubCo" to the extent the matter relates to the post-Closing period (including, for the purposes of this Section 1.2(c), the Effective Time).

(d) Unless the context of this Agreement otherwise requires, references to agreements and other documents shall be deemed to include all subsequent amendments and other modifications thereto.

(e) Unless the context of this Agreement otherwise requires, references to statutes shall include all regulations promulgated thereunder and references to statutes or regulations shall be construed as including all statutory and regulatory provisions consolidating, amending, or replacing the statute or regulation.

(f) The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent and no rule of strict construction shall be applied against any party.

(g) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day.

(h) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.

(i) The phrases "delivered," "provided to," "furnished to," "made available," and phrases of similar import when used herein, unless the context otherwise requires, means that a copy of the information or material referred to has been (A) provided no later than one calendar day prior to the date of this Agreement to the party to which such information or material is to be provided or furnished (i) in the virtual "data room" set up by the Company in connection with this Agreement or (ii) by delivery to such party or its legal counsel via electronic mail or hard copy form, or (B) with respect to Acquiror, filed with the SEC by Acquiror on or prior to the date hereof.

1.3 Knowledge. As used herein, the phrase "to the knowledge" shall mean the actual knowledge of, in the case of the Company, L. Kevin Kelly, Chief Executive Officer of the Company, and Alvin McCoy, Chief Financial Officer of the Company, and, in the case of the Acquiror, James Patrick McCormick, Chief Executive Officer and Chief Financial Officer of the Acquiror.

ARTICLE II

THE MERGER; CLOSING

2.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time, Merger Sub shall be merged with and into the Company (the "**Merger**"), with the Company being the surviving corporation (which is sometimes hereinafter referred to for the periods at and after the Effective Time as the "**Surviving Company**") following the Merger and the separate corporate existence of Merger Sub shall cease. The Merger shall be consummated in accordance with this Agreement and the DGCL and evidenced by a certificate of merger between Merger Sub and the Company (the "**Certificate of Merger**"), such Merger to

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be consummated immediately upon filing of the Certificate of Merger or at such later time as may be agreed by Acquiror and the Company in writing and specified in the Certificate of Merger (the "**Effective Time**").

2.2 Effects of the Merger. The Merger shall have the effects set forth in this Agreement and the DGCL. Without limiting the generality of the foregoing and subject thereto, by virtue of the Merger and without further act or deed, at the Effective Time, all of the property, rights, privileges, powers, and franchises of the Company and Merger Sub shall vest in the Surviving Company and all of the debts, liabilities, and duties of the Company and Merger Sub shall become the debts, liabilities, and duties of the Surviving Company.

2.3 Closing. Upon the terms and subject to the conditions of this Agreement, the closing of the Merger (the "**Closing**") shall take place electronically through the exchange of documents via e-mail or facsimile on the date that is three (3) Business Days after the date on which all conditions set forth in Article IX shall have been satisfied or waived (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver thereof) or such other time and place as Acquiror and the Company may mutually agree in writing. The date on which the Closing actually occurs is referred to in this Agreement as the "**Closing Date**." Subject to the satisfaction or waiver of all of the conditions set forth in Article IX of this Agreement, and provided this Agreement has not theretofore been terminated pursuant to its terms, on the Closing Date, the Company and Merger Sub shall cause the Certificate of Merger to be executed, acknowledged, and filed with the Secretary of State of the State of Delaware as provided in the applicable provisions of the DGCL.

2.4 Organizational Documents of Acquiror and the Surviving Company.

(a) At the Closing and immediately prior to the Effective Time, the Certificate of Incorporation and the bylaws of Acquiror shall be amended and restated in their entirety to be the PubCo Charter and the PubCo Bylaws, respectively, until thereafter supplemented or amended in accordance with their terms and the DGCL.

(b) At the Effective Time by virtue of the Merger, the Company Certificate of Incorporation and the bylaws of the Company, as in effect immediately prior to the Effective Time, shall be amended and restated in their entireties to be the Surviving Company Charter and the Surviving Company Bylaws, respectively, until thereafter supplemented or amended in accordance with their terms and the DGCL.

2.5 Directors and Officers of Acquiror and the Surviving Company.

(a) Except as otherwise directed in writing by the Company, and conditioned upon the occurrence of the Closing, subject to any limitation with respect to any specific individual imposed under applicable Laws and the listing requirements of Nasdaq (for the avoidance of doubt, after giving effect to any exemptions available to a controlled company), Acquiror shall take all actions necessary or appropriate (including securing resignations or removals and making such appointments as are necessary) to cause, effective as of the Closing, the PubCo Board to consist of five directors, a majority of whom shall meet the independence requirements of Nasdaq. The PubCo Board shall include one person nominated by the Acquiror, and four persons nominated by the Company. On the Closing Date, Acquiror shall enter into customary indemnification agreements reasonably satisfactory to the Company with such individuals elected as members of the PubCo Board as of the Closing, which indemnification agreements shall continue to be effective immediately following the Closing.

(b) Except as otherwise directed in writing by the Company, and conditioned upon the occurrence of the Closing, Acquiror shall take all actions necessary or appropriate (including securing resignations or removals and making such appointments as are necessary) to cause the Persons constituting the officers of the Company prior to the Effective Time to be the officers of Acquiror (and holding the same titles as held at the Company) until the earlier of their resignation or removal or until their respective successors are duly appointed.

(c) The Company shall take all necessary action prior to the Effective Time such that (a) each director of the Company in office immediately prior to the Effective Time shall cease to be a director immediately following the Effective Time (including by causing each such director to tender an irrevocable resignation as a director, effective as of the Effective Time) and (b) the persons contemplated to be on the Board of Directors of the Surviving Company shall be appointed to the Board of Directors of the Surviving Company, effective as of immediately following the Effective Time, and, as of such time, shall be the only directors of the Surviving Company (including by causing the Company Board to adopt resolutions prior to the Effective Time that expand or

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decrease the size of the Company Board, as necessary, and appoint such persons to the vacancies resulting from the incumbent directors' respective resignations or, if applicable, the newly created directorships upon any expansion of the size of the Company Board). Each person appointed as a director of the Surviving Company pursuant to the preceding sentence shall remain in office as a director of the Surviving Company until his or her successor is elected and qualified or until his or her earlier resignation or removal.

(d) Except as otherwise directed in writing by the Company, the Persons constituting the officers of the Company prior to the Effective Time shall continue to be the officers of the Surviving Company (and holding the same titles as held at the Company) until the earlier of their resignation or removal or until their respective successors are duly appointed.

ARTICLE III

EFFECTS OF THE MERGER

3.1 Effect on Securities. Subject to the provisions of this Agreement:

(a) at the Effective Time, by virtue of the Merger and without any action on the part of any Company Exchange Person, subject to and upon the terms and subject to the conditions set forth herein (including without limitation delivery of the release contemplated by Section 3.4(a)(ii)), the transactions contemplated by the Omnibus Exchange Agreement (other than the Dissenting Shares) shall be consummated and the parties thereto shall be issued the applicable number of shares of PubCo Capital Stock. All of the Company Exchange Securities (all as referenced in the Omnibus Exchange Agreement) converted into the right to receive consideration as described in the Omnibus Exchange Agreement and in this Section 3.1(b) shall no longer be outstanding or obligations of the Company, as applicable, and shall cease to exist, and each holder of Company Exchange Securities shall thereafter cease to have any rights with respect to such securities or debt, as applicable, except the right to receive the applicable consideration described in the Omnibus Exchange Agreement and in this Section 3.1(b) into which such shares of Company Capital Stock or debt, as applicable, shall have been converted in the Merger;

(b) at the Effective Time, by virtue of the Merger and without any action on the part of any holder thereof, each share of common stock, par value $0.0001 per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall no longer be outstanding and shall thereupon be converted into and become one validly issued fully paid and non-assessable share of common stock, par value $0.0001 per share, of the Surviving Company and all such shares shall constitute the only outstanding shares of capital stock of the Surviving Company as of immediately following the Effective Time; and

(c) at the Effective Time, by virtue of the Merger and without any action on the part of any holder thereof, each share of Company Capital Stock held in the treasury of the Company immediately prior to the Effective Time shall be cancelled and no payment or distribution shall be made with respect thereto.

3.2 Equitable Adjustments. If, between the date of this Agreement and the Closing, the outstanding Company Exchange Securities or shares of Acquiror Capital Stock shall have been changed into a different number of debt or equity securities or a different of debt of equity securities for any reason, *e.g.*, any stock dividend, subdivision, reclassification, reorganization, recapitalization, split, combination, or exchange of shares, or any similar event shall have occurred, or if there shall have been any breach of Section 5.15(a) of this Agreement by Acquiror with respect to the number of its issued and outstanding shares of Acquiror Capital Stock (or any other issued and outstanding equity security interests in Acquiror) or rights to acquire Acquiror Capital Stock (or any other equity security interests in Acquiror), then any number, value (including dollar value), or amount contained herein which is based upon the quantum of Company Exchange Securities or shares of Acquiror Capital Stock (or any other equity security interests in Acquiror), as applicable, will be appropriately adjusted to provide to the holders of Company Exchange Securities or the holders of Acquiror Capital Stock, as applicable, the same economic effect as contemplated by this Agreement and the related Exchange Ratio prior to such event; *provided*, *however*, that this Section 3.2 shall not be construed to permit Acquiror, the Company, or Merger Sub to take any action with respect to their respective securities that is prohibited by the terms and conditions of this Agreement.

3.3 Delivery of Closing Merger Consideration.

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(a) As promptly as reasonably practicable following the date of this Agreement, but in no event later than ten (10) Business Days prior to the Closing Date, Acquiror shall appoint Equiniti Trust Company, LLC (or its applicable Affiliate) as an exchange agent (the "**Exchange Agent**") and enter into an exchange agent agreement with the Exchange Agent for the purpose of exchanging the Company Exchange Securities for the Per-Security Merger Consideration issuable in respect of such Company Capital Stock pursuant to Section 3.1(a) and Section 3.1(b) and on the terms and subject to the other conditions set forth in this Agreement. Notwithstanding the foregoing or anything to the contrary herein, in the event that Equiniti Trust Company, LLC is unable or unwilling to serve as the Exchange Agent, then Acquiror and the Company shall, as promptly as reasonably practicable thereafter, but in no event later than five (5) Business Days prior to the Closing Date, mutually agree upon an exchange agent (in either case, such agreement not to be unreasonably withheld, denied, conditioned, or delayed), Acquiror shall appoint and enter into an exchange agent agreement with such exchange agent, who shall for all purposes under this Agreement constitute the Exchange Agent and each of Acquiror and the Company shall mutually agree to any changes to the Letter of Transmittal in order to satisfy any requirements of such exchange agent (in either case, such agreement not to be unreasonably withheld, denied, conditioned, or delayed).

(b) At least three (3) Business Days prior to the Closing Date, the Company shall mail or otherwise deliver, or shall cause to be mailed or otherwise delivered, to each Company Exchange Person a Letter of Transmittal.

(c) At the Closing, Acquiror shall deposit, or cause to be deposited, with the Exchange Agent, for the benefit of the Company Exchange Persons and for exchange in accordance with this Section 3.3 through the Exchange Agent, evidence of PubCo Capital Stock in book-entry form representing the shares thereof issuable pursuant to Section 3.1(a) and Section 3.1(b) in exchange for the Company Exchange Securities. All shares in book-entry form representing the PubCo Common Stock issuable pursuant to Section 3.1(a) and Section 3.1(b) deposited with the Exchange Agent shall be referred to in this Agreement as the "**Exchange Fund**".

(d) Each person, whose Company Exchange Securities have been converted into the right to receive PubCo Capital Stock pursuant Section 3.1(a) and Section 3.1(b) shall be entitled to receive the PubCo Capital Stock to which he, she, or it is entitled on the date provided in Section 3.3(e) upon (i) surrender of the relevant documents (or affidavits of loss in lieu thereof in the form required by the Letter of Transmittal), together with the delivery of a properly completed and duly executed Letter of Transmittal (including, for the avoidance of doubt, any documents or agreements required by the Letter of Transmittal), to the Exchange Agent or (ii) in the case of Company Capital Stock held in book- entry form, a properly completed and duly executed Letter of Transmittal (including, for the avoidance of doubt, any documents or agreements required by the Letter of Transmittal) to the Exchange Agent.

(e) If a properly completed and duly executed Letter of Transmittal, together with any documents (or affidavits of loss in lieu thereof in the form required by the Letter of Transmittal), if any, is delivered to the Exchange Agent in accordance with 3.3(d) (i) at least one Business Day prior to the Closing Date, then Acquiror and the Company shall take all necessary actions to cause the applicable PubCo Capital Stock to be issued to the applicable Company Exchange Person in book-entry form on the Closing Date or (ii) less than one Business Day prior to the Closing Date, then Acquiror and the Company (or the applicable Surviving Company) shall take all necessary actions to cause the applicable PubCo Capital Stock to be issued to the Company Exchange Person in book-entry form within two (2) Business Days after such delivery.

(f) If any PubCo Capital Stock is to be issued to a Person other than the Company Exchange Person in whose name the surrendered Company Exchange Security is registered, it shall be a condition to the issuance of the applicable PubCo Capital Stock that (i) either such relevant document shall be properly endorsed or shall otherwise be in proper form for transfer or such Company Exchange Security in book-entry form shall be properly transferred and (ii) the Person requesting such consideration pay to the Exchange Agent any transfer Taxes required as a result of such consideration being issued to a Person other than the registered holder of such Company Exchange Security or establish to the satisfaction of the Exchange Agent that such transfer Taxes have been paid or are not payable.

(g) No interest will be paid or accrued on the PubCo Capital Stock. From and after the Effective Time, until surrendered or transferred, as applicable, in accordance with this Section 3.3, each item of Company Exchange Security (other than, for the avoidance of doubt, the Company Exchange Security cancelled and extinguished pursuant to Section 3.1(d)) shall solely represent the right to receive the applicable Per-Security Merger Consideration.

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(h) At the Effective Time, the stock transfer books of the Company shall be closed and there shall be no transfers of shares of Company Exchange Security that were outstanding immediately prior to the Effective Time.

(i) Any portion of the Exchange Fund that remains unclaimed by the Company Exchange Persons twelve (12) months following the Closing Date shall be delivered to Acquiror or as otherwise instructed by Acquiror, and any Company Exchange Person who has not exchanged his, her, or its Company Exchange Securities for the applicable PubCo Capital Stock in accordance with this Section 3.3 prior to that time shall thereafter look only to Acquiror for the issuance of the applicable PubCo Capital Stock, without any interest thereon. None of Acquiror, the Combined Company, or any of their respective Affiliates shall be liable to any Person in respect of any consideration delivered to a public official pursuant to any applicable abandoned property, unclaimed property, escheat, or similar Law. Any PubCo Capital Stock remaining unclaimed by a Company Exchange Person immediately prior to such time when the amounts would otherwise escheat to or become property of any Governmental Authority shall become, to the extent permitted by applicable Law, the property of Acquiror free and clear of any claims or interest of any Person previously entitled thereto.

3.4 Treatment of Company Options and Company Restricted Stock Units.

(a) Effective as of the Effective Time, each option to purchase shares of the Company Common Stock (a "**Company Option**") granted under any Company Stock Plan that is outstanding and unexercised immediately prior to the Effective Time, whether or not then vested or exercisable, shall be assumed by the PubCo and shall be converted into a stock option (a "**PubCo Option**") to acquire such number of shares of PubCo Common Stock in accordance with this Section 3.4(a). Each such PubCo Option as so assumed and converted shall continue to have, and shall be subject to, the same terms and conditions as applied to the Company Option immediately prior to the Effective Time (but taking into account any changes thereto provided for in the applicable Company Stock Plan, in any award agreement or in such Company Option by reason of this Agreement or the Transactions). As of the Effective Time, each such PubCo Option as so assumed and converted shall be for that number of shares of PubCo Common Stock determined by multiplying the number of shares of the Company Common Stock subject to such Company Option immediately prior to the Effective Time by the line item in the Exchange Ratio for the exchange of Company Common Stock at the Closing, which product shall be rounded down to the nearest whole number of shares, at a per-share exercise price determined by dividing the per- share exercise price of such Company Option immediately prior to the Effective Time by the line item in the Exchange Ratio for exchange of Company Common Stock at the Closing, which quotient shall be rounded down to the nearest whole cent. The Company shall take such actions to cause the Company Stock Plan as of the Effective Time to apply only to the Company Options that are outstanding as of the Effective Time and assumed and converted pursuant to this Section 3.4(a).

(b) Effective as of the Effective Time, each Company Restricted Stock Unit that is outstanding immediately prior to the Effective Time, whether or not then vested, shall be assumed by PubCo and shall be converted into a restricted stock unit (a "**PubCo Restricted Stock Unit**") to acquire such shares of PubCo Common Stock in accordance with this Section 3.4(b). Each such PubCo Restricted Stock Unit as so assumed and converted shall continue to have, and shall be subject to, the same terms and conditions as applied to the Company Restricted Stock Unit immediately prior to the Effective Time (but taking into account any changes thereto provided for in the applicable Company Stock Plan, in any award agreement, or in such Company Restricted Stock Award by reason of this Agreement or the Transactions). As of the Effective Time, each such PubCo Restricted Stock Unit as so assumed and converted shall be for that number of shares of PubCo Common Stock determined by multiplying the number of shares of the Company Common Stock subject to such Company Restricted Stock Unit immediately prior to the Effective Time by the line item in the Exchange Ratio for the exchange of Company Common Stock at the Closing, which product shall be rounded down to the nearest whole number of shares, subject to the same vesting and other conditions of such Company Restricted Stock Unit. The Company shall take such actions to cause the Company Stock Plan as of the Effective Time to apply only to the Company Restricted Stock Units that are outstanding as of the Effective Time and assumed and converted pursuant to this Section 3.4(b).

(c) Notwithstanding the foregoing, the conversions described in Section 3.4(a) and (b) will be subject to such modifications, if any, as are required to cause the conversion to be made in a manner consistent with the requirements of Treasury Regulation Section 1.4091(b)(5)(v)(D). Following the Effective Time, each PubCo Option and each PubCo Restricted Stock Unit shall be subject to the Acquiror Incentive Plan (and considered "**Converted Awards**" for purposes thereof) and to the same terms and conditions, including, without limitation, any vesting conditions, as had applied to the corresponding Company Option or Company Restricted Stock Unit as of immediately prior to the Effective Time, except for such terms rendered inoperative by reason of the

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Transactions, subject to such adjustments as reasonably determined by the PubCo Board to be necessary or appropriate to give effect to the conversion or the Transactions.

3.5 Withholding. Each of Acquiror, Merger Sub, the Company, the Surviving Company, and their respective Affiliates and agents shall be entitled to deduct and withhold from any amounts otherwise deliverable or payable under this Agreement such amounts that any such Persons are required to deduct and withhold with respect to any of the deliveries and payments contemplated by this Agreement under the Code or any other applicable Law; *provided*, that before making any deduction or withholding pursuant to this Section 3.5 other than with respect to compensatory payments made pursuant to this Agreement, Acquiror shall use commercially reasonably efforts to give the Company at least five (5) Business Days prior written notice of any anticipated deduction or withholding (together with any legal basis therefor) and shall reasonably consult and cooperate with the Company in good faith to attempt to reduce or eliminate any amounts that would otherwise be deducted or withheld pursuant to this Section 3.5. To the extent that Acquiror, Merger Sub, the Company, the Surviving Company, or any of their respective Affiliates deducts or withholds such amounts with respect to any Person and properly remits such deducted or withheld amounts to the applicable Governmental Authority, such deducted or withheld amounts shall be treated as having been paid to or on behalf of such Person for all purposes. In the case of any such payment payable to employees of the Company or its Affiliates in connection with the Merger treated as compensation, the parties shall cooperate to pay such amounts through the Company's payroll to facilitate applicable withholding.

3.6 No Fractional Shares. Notwithstanding anything to the contrary contained herein, no fractional shares of PubCo Capital Stock or certificates or scrip representing such fractional shares shall be issued upon the conversion of Company Exchange Securities pursuant to Section 3.1(b), and any such fractional shares or interests therein shall not entitle the owner thereof to vote or to any other rights of a holder of PubCo Capital Stock. In lieu of the issuance of any such fractional share, each Person who would otherwise be entitled to a fraction of PubCo Capital Stock (after aggregating all fractional shares of PubCo Capital Stock that otherwise would be received by such Person) shall have the number of shares of PubCo Capital Stock issued to such Person rounded up in the aggregate to the nearest whole number of shares of PubCo Capital Stock.

3.7 Payment of Expenses.

(a) No sooner than five (5) or later than two (2) Business Days prior to the Closing Date, the Company shall provide to Acquiror a written report setting forth a list of the following fees and expenses incurred by or on behalf of the Company or the Company Exchange Persons in direct connection with the conduct of the Company's preparation, negotiation, and execution of this Agreement and the consummation of the Transactions (together with written invoices and wire transfer instructions for the payment thereof), solely to the extent such fees and expenses are incurred and expected to remain unpaid as of the close of business on the Business Day immediately preceding the Closing Date: (i) the fees and disbursements of outside counsel to the Company or the Company Exchange Persons incurred in connection with the Transactions and (ii) the fees and expenses of any other agents, advisors, consultants, experts, and financial advisors engaged by the Company in connection with the Transactions (collectively, the "**Outstanding Company Expenses**"). On the Closing Date, Acquiror shall pay or cause to be paid by wire transfer of immediately available funds all such Outstanding Company Expenses.

(b) No sooner than five (5) or later than two (2) Business Days prior to the Closing Date, Acquiror shall provide to the Company a written report setting forth a list of all unpaid fees and disbursements of Acquiror, Merger Sub, or the Sponsor for outside counsel and fees and expenses of Acquiror, Merger Sub, or the Sponsor or for any other agents, advisors, consultants, experts, and financial advisors engaged by or on behalf of Acquiror, Merger Sub, or the Sponsor in connection with Acquiror's initial public offering (including any deferred underwriter fees), its reporting obligations under the Securities Act and the Exchange Act, and the Transactions (together with written invoices and wire transfer instructions for the payment thereof) (collectively, the "**Outstanding Acquiror Expenses**"). On the Closing Date, Acquiror shall pay or cause to be paid by wire transfer of immediately available funds all such Outstanding Acquiror Expenses.

3.8 Dissenting Shares. Notwithstanding anything in this Agreement to the contrary, shares of Company Common Stock outstanding immediately prior to the Effective Time and owned by a holder who is entitled to demand and has properly demanded appraisal of such shares in accordance with, and who complies in all respects with, Section 262 of the DGCL (such shares, "**Dissenting Shares**") shall not be converted into the right to receive the Per-Security Merger Consideration, and shall instead represent the right to receive payment of the fair value of such Dissenting Shares in accordance with and to the extent provided by Section 262 of the DGCL. At the Effective Time, (a) all Dissenting Shares shall be cancelled, extinguished, and cease to exist and (b) the holders of Dissenting

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Shares shall be entitled only to such rights as may be granted to them under the DGCL. If any such holder fails to perfect or otherwise waives, withdraws, or loses such holder's right to appraisal under Section 262 of the DGCL or other applicable Law, then the right of such holder to be paid the fair value of such Dissenting Shares shall cease and such Dissenting Shares shall be deemed to have been converted, as of the Effective Time, into the right to receive the Per-Security Merger Consideration upon the terms and subject to the conditions set forth in this Agreement. The Company shall give Acquiror prompt notice (and in any event within two (2) Business Days) of any demands received by the Company for appraisal of shares of Company Common Stock, attempted withdrawals of such demands, and any other instruments served pursuant to the DGCL and received by the Company relating to rights to be paid the fair value of Dissenting Shares, and Acquiror shall have the right to participate in and, following the Effective Time, direct all negotiations and proceedings with respect to such demands. Prior to the Effective Time, the Company shall not, except with the prior written consent of Acquiror (which consent shall not be unreasonably conditioned, withheld, denied, or delayed), make any payment with respect to, or settle or compromise or offer to settle or compromise, any such demands or waive any failure to timely deliver a written demand for appraisal or otherwise comply with the provisions under Section 262 of the DGCL, or agree or commit to do any of the foregoing.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the Company Schedules to this Agreement (each of which qualifies (a) the correspondingly numbered representation, warranty, or covenant and (b) such other representations, warranties, or covenants where its relevance as an exception to (or disclosure for purposes of) such other representation, warranty, or covenant is reasonably apparent), the Company represents and warrants to Acquiror and Merger Sub as follows:

4.1 Corporate Organization of the Company.

(a) The Company has been duly incorporated, is validly existing, and in good standing under the Laws of the State of Delaware and has the requisite corporate entity power and authority to own, lease, and operate its assets and properties and to conduct its business as it is now being conducted. The Company Certificate of Incorporation and bylaws of the Company previously made available by the Company to Acquiror are true, correct, and complete and are in effect as of the date of this Agreement.

(b) As listed on Schedule 4.1, the Company is licensed or duly qualified and in good standing as a foreign company in each jurisdiction in which the ownership of its property or the character of its activities is such as to require it to be so licensed or qualified or in good standing, except where the failure to be so licensed or qualified has not had and would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.2 Company Subsidiaries.

(a) The Company's direct and indirect Subsidiaries (the "**Company Subsidiaries**"), together with their respective jurisdictions of incorporation or organization, as applicable, are listed on Schedule 4.2(a). The Company owns, directly or indirectly, all of the outstanding equity securities of the Company Subsidiaries, free and clear of all Liens (other than Permitted Liens). Except for the Company Subsidiaries, as set forth on Schedule 4.2(a) or in the ordinary course of business, the Company does not own, directly or indirectly, any ownership, equity, profits, or voting interest in any Person or have any agreement or commitment to purchase any such interest, and has not agreed and is not obligated to make nor is bound by any written, oral or other Contract, binding understanding, option, warranty, or undertaking of any nature, as of the date hereof or as may hereafter be in effect under which it may become obligated to make, any future investment in or capital contribution to any other entity.

(b) Each Company Subsidiary is duly incorporated, formed, or organized, validly existing, and in good standing (to the extent such concept exists in the relevant jurisdiction) under the laws of its jurisdiction of incorporation, formation, or organization and has the requisite corporate, limited liability company, or equivalent power and authority to own, lease, and operate its assets and properties and to carry on its business as it is now being conducted, except as would not, individually or in the aggregate, reasonably be expected to be material to the Company and all of its direct and indirect Subsidiaries (collectively, the "**Group Companies**"), taken as a whole. Each Company Subsidiary is duly qualified to do business in each jurisdiction in which the conduct of its business, or the operation, ownership, or leasing of its properties, makes such qualification necessary, other than in

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such jurisdictions where the failure so to qualify or be in good standing would not, individually or in the aggregate, reasonably be expected to be material to the Group Companies, taken as a whole. Complete and correct copies of the organizational documents of each Company Subsidiary, as amended and currently in effect, have been made available to Acquiror. No Company Subsidiary is in violation of any of the provisions of its governing documents in any material respect, except as would not, individually or in the aggregate, reasonably be expected to be material to the Group Companies, taken as a whole.

(c) All issued and outstanding shares of capital stock, limited liability company interests, and equity interests of each Company Subsidiary (i) have been duly authorized, validly issued, and fully paid and are non-assessable (in each case, to the extent that such concepts are applicable), (ii) are not subject to, nor have been issued in violation of, any purchase option, call option, right of first refusal, preemptive right, subscription right, or any similar right, and (iii) have been offered, sold, and issued in compliance with applicable Law and the applicable Company Subsidiary's respective governing documents.

(d) Except as set forth on Schedule 4.2(d), there are no subscriptions, options, warrants, equity securities, partnership interests, or similar ownership interests, calls, rights (including preemptive rights), commitments, or agreements of any character to which any Operating Group Company is a party or by which any are bound obligating such Operating Group Company to issue, deliver, or sell, or cause to be issued, delivered, or sold, or repurchase, redeem, or otherwise acquire, or cause the repurchase, redemption, or acquisition of, any ownership interests of such Operating Group Company or obligating such Operating Group Company to grant, extend, accelerate the vesting of, or enter into any such subscription, option, warrant, equity security, call, right, commitment, or agreement.

4.3 Due Authorization. The Company has all requisite company power and authority to execute and deliver this Agreement and each Ancillary Document to this Agreement to which it is a party and (subject to the approvals described in Section 4.5 and the adoption of this Agreement and approval of the Merger by holders of (i) a majority of the voting power of the outstanding shares of Company Capital Stock, voting as a single class in accordance with the Company Certificate of Incorporation, (ii) a majority of the then-outstanding shares of Company Preferred Stock (the "**Company Requisite Approval**"), and (iii) the Company Preferred Stock Requisite Approval) to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. Prior to the Closing, the Company has received or shall have received the consent of at least a majority of the outstanding shares of Company Preferred Stock approving the transactions contemplated hereby and by the Omnibus Exchange Agreement, including each item set forth on the Attachment "Exchange" (the "**Company Preferred Stock Requisite Approval**"). The execution, delivery, and performance of this Agreement and such Ancillary Documents and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized and approved by the Company Board and, upon receipt of the Company Requisite Approval and the Company Preferred Stock Requisite Approval, no other company proceeding on the part of the Company is necessary to authorize this Agreement or such Ancillary Documents or the Company's performance hereunder or thereunder. This Agreement has been, and each such Ancillary Document will be, duly and validly executed and delivered by the Company and, assuming due authorization and execution by each other party hereto and thereto, constitutes, or will constitute, as applicable, a legal, valid, and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity. The Company Requisite Approval and the Company Preferred Stock Requisite Approval are the only votes of the holders of any class or series of capital stock of the Company required to approve and adopt this Agreement and approve the transactions contemplated hereby.

4.4 No Conflict. Subject to the receipt of the consents, approvals, authorizations, and other requirements set forth in Section 4.5 or on Schedule 4.5, the execution, delivery, and performance of this Agreement and each Ancillary Document to this Agreement to which it is a party by the Company and the consummation of the transactions contemplated hereby do not and will not (a) conflict with or violate any provision of, or result in the breach of, the certificate of formation, bylaws, or other organizational documents of any of the Group Companies, (b) conflict with or result in any violation of any provision of any Law, Permit or Governmental Order applicable to any of the Operating Group Companies, or any of their respective properties or assets, (c) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event that, with notice or lapse of time, or both, would constitute a default) under, or result in the termination or acceleration of, or a right of termination, cancellation, modification, acceleration, or amendment under, accelerate the performance required by, or result in the acceleration or trigger of any payment, posting of collateral (or right to require the posting of collateral), time of payment, vesting, or increase in the amount of any compensation or benefit payable pursuant to, any of the terms, conditions, or provisions of any Contract of the type required to be disclosed in Section 4.12(a), or any Leased Real Property document to which any Operating Group Company is a party or by which any of them or any of their respective

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assets or properties may be bound or affected, or (d) result in the creation of any Lien upon any of the properties, equity interests, or assets of any Operating Group Company, except (in the case of clauses (b), (c), or (d) above) for such violations, conflicts, breaches, or defaults which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.5 Governmental Authorities; Consents. Assuming the truth and completeness of the representations and warranties of the Acquiror contained in this Agreement, no consent, approval, or authorization of, or designation, declaration, or filing with, any Governmental Authority or notice, approval, consent waiver, or authorization from any Governmental Authority is required on the part of any Operating Group Company with respect to the Company's execution, delivery, or performance of this Agreement or the consummation of the transactions contemplated hereby, except for (a) applicable requirements of the HSR Act and any other applicable Antitrust Law, (b) the filing of the Certificate of Merger in accordance with the DGCL, (b) any consents, approvals, authorizations, designations, declarations, waivers, or filings, the absence of which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of the Company to consummate the Transactions, and (d) as otherwise disclosed on Schedule 4.5.

4.6 Capitalization.

(a) As of the date hereof, the authorized capital stock of the Company is 75,000,000 shares of capital stock consisting of: (i) 70,000,000 shares of Company Common Stock, par value $0.001 per share (the "**Company Common Stock**") and (ii) 5,000,000 shares of preferred stock, par value $0.001 per share (the "**Company Preferred Stock**"), of which 400,000 shares are designated as Series A Convertible Preferred Stock (the "**Series A Preferred Stock**"), 3,000 shares are designated as Series B Convertible Preferred Stock (the "**Series B Preferred Stock**"), and the remainder of which are undesignated. As of April 26, 2024, there were: (a) 14,642,494 shares of Company Common Stock issued and outstanding; (b) 345,528 shares of Series A Preferred Stock issued and outstanding, and (c) 3,000 shares of Series B Preferred Stock issued and outstanding.

(b) All of the issued and outstanding shares of Company Common Stock and Company Preferred Stock (i) have been duly authorized and validly issued and are fully paid and nonassessable, (ii) were issued in compliance in all material respects with applicable Securities Law, (iii) were not issued in breach or violation of any preemptive rights or Contract, and (iv) except as set forth on Schedule 4.6(b), are fully vested. Set forth on Schedule 4.6(b) is a true, correct, and complete list of each holder of shares of Company Common Stock, Company Preferred Stock, or other equity or presumptive equity interests of the Company (other than Company Options) and the number of shares of Company Common Stock, Company Preferred Stock, or other equity interests held by each such holder as of April, 2024. Except as set forth in this Section 4.6 or on Schedule 4.6(b), Schedule 4.6(c), or pursuant to the Company Stock Plan, as of April, 2024, there are no other shares of Company Common Stock, Company Preferred Stock, or other equity interests of the Company authorized, reserved, issued, or outstanding.

(c) Except for (i) Company Options and Company Restricted Stock Units granted pursuant to the Company Stock Plan and (ii) as set forth on Attachment "Exchange", as of the date hereof, there are (x) no subscriptions, calls, options, warrants, rights, or other securities convertible into or exchangeable or exercisable for any equity interests of the Company, or any other Contracts to which the Company is a party or by which the Company is bound obligating the Company to issue or sell any shares of capital stock of, other equity interests in, or debt securities of, the Company and (y) no equity equivalents, stock appreciation rights, phantom stock ownership interests, or similar rights in the Company. As of the date hereof, except as set forth on Schedule 4.6(c), there are no outstanding contractual obligations of the Company to repurchase, redeem, or otherwise acquire any securities or equity interests of the Company. Except as set forth on Schedule 4.6(c), there are no outstanding bonds, debentures, notes, or other Indebtedness of the Company having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matter for which the Company's stockholders may vote. Except as set forth on Schedule 4.6(c), as of the date hereof, the Company is not party to any stockholders' agreement, voting agreement, or registration rights agreement relating to its equity interests. With respect to each Company Option and Company Restricted Stock Unit, Schedule 4.6(c) sets forth, as of the date hereof, the name of the holder of such Company Option and Company Restricted Stock Unit, the number of vested and unvested shares or common stock equivalents covered by such Company Option or Company Restricted Stock Unit, the date of grant and the cash exercise price, strike price, or offset amount per share/unit of such Company Option. The Company has made available to Acquiror a true and complete copy of the Company Stock Plan and form of agreement evidencing each Company Option and each Company Restricted Stock Unit, and has also delivered any other option agreements and restricted share agreements to the extent there are material variations from the form of agreement, specifically identifying the Person(s) to whom such variant forms apply. Each Company Option (A) was granted, in all material respects, in compliance with all applicable Laws and upon the terms and

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subject to the conditions of the Company Stock Plan pursuant to which it was issued, (B) has an exercise price per Share equal to or greater than the fair market value of a Share at the close of business on the date of such grant, (C) has a grant date identical to the date on which the Company's Board or compensation committee actually awarded such Company Option, (D) qualifies for the tax and accounting treatment afforded to such Company Option in the Company's tax returns and the Company's financial statements, respectively, and (E) does not trigger any liability for the holder thereof under Section 409A of the Code.

4.7 Financial Statements. Attached as Schedule 4.7 are the audited consolidated balance sheets of the Company as of December 31, 2022 and 2023, and the audited consolidated statements of operations and statements of cash flows of the Company for the years ended December 31, 2022 and 2023, together with the auditor's reports thereon (the "**Financial Statements**"). The Financial Statements present fairly, in all material respects, the consolidated financial position, results of operations, income (loss), changes in equity, and cash flows of the Operating Group Companies as of the dates and for the periods indicated in such Financial Statements in conformity with GAAP and were derived from the books and records of the Operating Group Companies, and the Financial Statements have been audited in accordance with PCAOB auditing standards by a PCAOB registered auditor.

4.8 Undisclosed Liabilities. There is no liability, debt, or obligation against any Operating Group Company that would be required to be set forth or reserved for on a consolidated balance sheet of the Company (and the notes thereto) prepared in accordance with GAAP consistently applied and in accordance with past practice, except for liabilities or obligations (a) reflected or reserved for on the Financial Statements or disclosed in the notes thereto, (b) that have arisen since the date of the most recent balance sheet included in the Financial Statements in the ordinary course of business, (c) disclosed in the Company Schedules, (d) arising under or related to this Agreement and/or the performance by the Company of its obligations hereunder (including, for the avoidance of doubt, any Outstanding Company Expenses), or (e) that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.9 Litigation and Proceedings. Except as set forth in Schedule 4.9, there are no pending or, to the knowledge of the Company, threatened, Actions and, to the knowledge of the Company, there are no pending or threatened investigations against any Operating Group Company that would, individually or in the aggregate, (a) result in a Material Adverse Effect or (b) seek material injunctive or other material non- monetary relief. None of the Company or any of its Subsidiaries or any of their respective properties or assets is subject to any order, writ, assessment, decision, injunction, decree, ruling, or judgment of a Governmental Entity or arbitrator, whether temporary, preliminary, or permanent ("**Order**"), which would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. There is no unsatisfied judgment or any open injunction binding upon any Operating Group Company which would, individually or in the aggregate, have a Material Adverse Effect.

4.10 Compliance with Laws.

(a) Except (i) with respect to compliance with Environmental Laws (as to which certain representations and warranties are made solely pursuant to Section 4.19) and compliance with Tax Laws (which are being made solely pursuant to Sections 4.13 and 4.15), and (ii) where the failure to be, or to have been, in compliance with such Laws would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, each Operating Group Company is, and since December 31, 2018 has been, in compliance in all material respects with all applicable Laws. No Operating Group Company has received any written notice from any Governmental Authority of a violation of any applicable Law by the Company at any time since December 31, 2018, which violation would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Since December 31, 2018, and except where the failure to be, or to have been, in compliance with such Laws would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) there has been no action taken by any Operating Group Company or, to the knowledge of the Company, any officer, director, manager, employee, agent, or representative of any Operating Group Company, in each case, acting on behalf of an Operating Group Company, in violation of any applicable Anti-Corruption Law, (ii) no Operating Group Company has been convicted of violating any Anti-Corruption Laws or subjected to any investigation by a Governmental Authority for violation of any applicable Anti-Corruption Laws, (iii) no Operating Group Company has conducted any internal investigation or made a voluntary, directed, or involuntary disclosure to any Governmental

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Authority relating to any noncompliance with any Anti-Corruption Law, and (iv) no Operating Group Company has received any written notice or citation from a Governmental Authority for any actual or potential noncompliance with any applicable Anti-Corruption Law.

(c) Since December 31, 2018, and except where the failure to be, or to have been, in compliance with such Laws would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the operations of each Operating Group Company are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements, including those of the Bank Secrecy Act, as amended by Title III of the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act) and the applicable money laundering statutes of jurisdictions where each Operating Group Company conducts business, the rules and regulations thereunder and any related or similar rules, regulations, or guidelines issued, administered, or enforced by any governmental agency (collectively, the "**Anti-Money Laundering Laws**"), and no action, suit, or proceeding by or before any court or governmental agency, authority, or body or any arbitrator involving any Operating Group Company with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(d) Neither any Operating Group Company, nor any director, officer, or employee thereof, nor, to the Company's knowledge, any agent, affiliate, or representative of the Company or any of its subsidiaries, is an individual or entity that is, or is owned or controlled by a Person that is:

(i) the subject or target of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control ("**OFAC**"), the U.S. Department of State, including, without limitation, the designation as a "specially designated national" or "blocked person," the United Nations Security Council ("**UNSC**"), the European Union ("**EU**"), His Majesty's Treasury **(**"**HMT**"), or other relevant sanctions authority (collectively, "**Sanctions**"), nor

(ii) located, organized, or resident in a country or territory that is the subject or target of Sanctions (including, without limitation, Crimea, Cuba, Iran, North Korea, and Syria) (each, a "**Sanctioned Country**"); and the Company will not directly or indirectly use the proceeds of the offering of the securities hereunder, or lend, contribute, or otherwise make available such proceeds to any subsidiary, joint venture partner, or other person or entity (a) to fund or facilitate any activities of or business with any person that, at the time of such funding or facilitation, is the subject or the target of Sanctions, (b) to fund or facilitate any activities of or business in any Sanctioned Country, or (c), to the knowledge of the Company, in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as initial purchaser, advisor, investor, or otherwise) of Sanctions.

(e) Since December 31, 2018, each Operating Group Company has not knowingly engaged in, and is not now knowingly engaged in, any dealings or transactions with any Person, or in any country or territory, that, at the time of the dealing or transaction, is or was the subject or target of Sanctions or with any Sanctioned Country.

(f) Since December 31, 2018, and except where the failure to be, or to have been, in compliance with such Laws would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) there has been no action taken by any Operating Group Company or, to the knowledge of the Company, any officer, director, manager, employee, agent, or representative of any Operating Group Company, in each case, acting on behalf of such Operating Group Company, in violation of any applicable International Trade Laws, (ii) no Operating Group Company has been convicted of violating any International Trade Laws or, to the knowledge of the Company, subjected to any investigation by a Governmental Authority for violation of any applicable International Trade Laws, (iii) no Operating Group Company has conducted or initiated any internal investigation or made a voluntary, directed, or involuntary disclosure to any Governmental Authority regarding any alleged act or omission arising under or relating to any noncompliance with any International Trade Laws, and (iv) no Operating Group Company has received any written notice or citation from a Governmental Authority for any actual or potential noncompliance with any applicable International Trade Law.

4.11 Intellectual Property.

(a) Schedule 4.11(a) sets forth, as of the date hereof, a true and complete list, including owner, jurisdiction, and serial and application numbers, of all Patents, all registered copyrights, all registered trademarks, all domain name registrations, and all

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pending registration applications for any of the foregoing, in each case, that are owned by any Operating Group Company (the "**Registered Intellectual Property**"), all of which are valid, enforceable, and subsisting. Except (i) as set forth on Schedule 4.11(a) or (ii) as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, each Operating Group Company is the sole and exclusive owner of all right, title, and interest in and to all of its Registered Intellectual Property set forth on Schedule 4.11(a) and all of its other Owned Intellectual Property free and clear of all Liens, other than Permitted Liens.

(b) Except (i) as set forth on Schedule 4.11(b) or (ii) as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, as of the date hereof, no Actions are pending or, to the Company's knowledge, threatened in writing (including unsolicited offers to license Patents) against any Operating Group Company by any third party claiming infringement, misappropriation, or other violation of Intellectual Property owned by such third party or by any Operating Group Company or in the conduct of the Operating Group Companies' business. Except (x) as set forth on Schedule 4.11(b) or (y) except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, no Operating Group Company is a party to any pending Actions, as of the date of this Agreement, claiming infringement, misappropriation, or other violation by any third party of any Owned Intellectual Property. Except as set forth on Schedule 4.11(b), since December 31, 2018, the products and services of each Operating Group Company and the conduct of each Operating Group Company's business has not infringed, misappropriated, or otherwise violated the Intellectual Property of any third party, except for such infringements, misappropriations, dilutions, and other violations that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. To the knowledge of the Company, no third party is infringing, misappropriating, or otherwise violating any Owned Intellectual Property except for such infringements, misappropriations, dilutions, and other violations that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. To the knowledge of the Company, each Operating Group Company either owns, has a valid license to use, or otherwise has the lawful right to use, all of the Company Intellectual Property and Company Software and IT Systems used in or necessary to conduct its business, except for such Company Intellectual Property and Company Software and IT Systems with respect to which the lack of such ownership, license, or right to use would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) Each Operating Group Company has taken commercially reasonable measures to protect its Confidential Data and the Confidential Data of any third party provided to the Company or any of its Subsidiaries. Without limiting the generality of the foregoing, except as set forth on Schedule 4.11(c), the Company and each of its Subsidiaries has, and enforces, a policy requiring each current and former employee and each current and former contractor involved in the creation of Intellectual Property or Intellectual Property Rights for the Company or any Operating Group Company to execute a proprietary information, confidentiality, and invention assignment contract in the form(s) made available to Acquiror (each, a "**Proprietary Information Agreement**"), and all current and former employees and all current and former contractors of any Operating Group Company at any time involved in the creation of Intellectual Property Rights have executed such a Proprietary Information Agreement ensuring that all such Intellectual Property and Intellectual Property Rights that did not vest automatically in such Operating Group Company by operation of law (and, in the case of contractors, to the extent such Intellectual Property was intended to be proprietary to the applicable Operating Group Company), except in each case, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company has not received any written claims of third parties (including current and former employees or current and former contractors or their current or former employers) and, to the knowledge of the Company, there are no other claims alleging ownership of any Company Intellectual Property. All amounts payable by the Operating Group Companies to all Persons involved in the research, development, conception, or reduction to practice of any of Company Intellectual Property or Intellectual Property Rights have been paid in full. No current or former employee or current or former contractor of any Operating Group Company has any right, license, claim, or interest whatsoever in or with respect to any Company Intellectual Property or Company Intellectual Property Rights.

(d) No director, officer, or employee of any Operating Group Company has any ownership interest in any of the Owned Intellectual Property, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(e) Except as set forth on Schedule 4.11(e), no government funding and no facilities or other resources of any university, college, other educational institution, or research center were used in the development of any Owned Intellectual Property.

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(f) To the knowledge of the Company, the Owned Company Software and all Software that is used by any Operating Group Company is not materially adversely impacted by any viruses, worms, Trojan horses, and other known contaminants and does not contain any bugs, errors, or problems of a material nature that would materially disrupt its operation or have a Material Adverse Effect on the operation of other Software. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, each of the Operating Group Companies is in material compliance with the terms and conditions (other than attribution or notice requirements) of all material licenses for "free software," "open source software," or under a similar licensing or distribution term (including the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Affero General Public License (AGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL), the Server Side Public License (SSPL), and the Apache License) ("**Open Source Materials**") used by the Company in any way.

(g) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, none of the Operating Group Companies has (i) incorporated Open Source Materials into, or combined Open Source Materials with, any Owned Intellectual Property or Owned Company Software, (ii) distributed Open Source Materials in conjunction with any Owned Intellectual Property or Owned Company Software, or (iii) used Open Source Materials in or with any Owned Intellectual Property or Owned Company Software (including any Open Source Materials that require, as a condition of use, modification, and/or distribution of such Open Source Materials that other software incorporated into, derived from, or distributed with such Open Source Materials be (A) disclosed or distributed in source code form, (B) licensed for the purpose of making derivative works, or (C) redistributable at no charge), in each case of the foregoing clauses (i), (ii), and (iii), in such a way that grants or otherwise requires any such Operating Group Company to (x) disclose, distribute, license, grant rights, or otherwise provide to any third party any material Owned Intellectual Property, including the source code for any Owned Company Software, or (y) otherwise imposes any limitation, restriction, or condition on the right or ability of any Operating Group Company to use, distribute, or enforce any Owner Intellectual Property or Owned Company Software (collectively, "**Copyleft Terms**").

(h) Except as set forth on Schedule 4.11(h), (i) with respect to all material Owned Company Software, each of the Operating Group Companies is in actual possession or control of the applicable source code, object code, documentation, and know-how to the extent required for use, distribution, development, enhancement, maintenance, and support of such Owned Company Software, (ii) no Operating Group Company has disclosed source code for Owned Company Software to a third party other than to employees or contractors pursuant to a written agreement that protects the Company's rights in such source code and obligates the employee or contractor to maintain strictly the confidentiality of the source code, (iii) to the knowledge of the Company, no Person other than the Operating Group Companies is in possession of, or has rights to possess, any source code for Owned Company Software (other than contractors engaged to develop or maintain Owned Company Software), and (iv) except as set forth on Schedule 4.11(h) or under non-exclusive licenses granted by an Operating Group Company to contractors engaged to perform services for such Operating Group Company or to customers in the ordinary course of business, no Person other than the applicable Operating Group Company has any rights to use any Owned Company Software. Except as set forth on Schedule 4.11(h), no source code for Owned Company Software is subject to any technology or source code escrow arrangement or obligation. No Person will have a right to access or possess any source code of Owned Company Software (whether as a result of an escrow agreement) or otherwise, as a result of the execution, delivery, and performance by the Company of this Agreement.

(i) The Owned Company Software performs materially in accordance with its specifications and materials provided to customers corresponding to such Software. Material reported defects and reports of errors are monitored in accordance with customary practices existing between each Operating Group Company and its customers.

(j) In connection with its collection, storage, transfer (including, without limitation, any transfer across national borders), Processing, and/or use of any information or Protected Data, each Operating Group Company is and has been, in compliance with all Privacy and Security Requirements. Each Operating Group Company has commercially reasonable physical, technical, organizational, and administrative security measures and policies in place to protect the confidentiality, integrity, and availability of all systems, information, and Protected Data maintained and collected by it or on its behalf. Except as set forth in Schedule 4.11(k), no Operating Group Company has experienced any security incident that has compromised the integrity or availability of its network, systems, data, or information. Each Operating Group Company is and has been in compliance in all material respects with all Privacy and Security Requirements relating to data loss, theft, and breach of security notification obligations. No Operating Group Company has received, nor provided, any notice of any claims, actions, investigations, inquiries, or alleged violations of Privacy and Security Requirements or any other security incidents. To the Company's knowledge, no Operating Group Company

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has been subject to, and there are no complaints or audits, proceedings, investigations, or claims pending against any Operating Group Company by any Governmental Authority (including any audits relating to the Cybersecurity Maturity Model Certification (CMMC)), or by any Person, in respect of the collection, use, storage, disclosure, or other Processing of Protected Data.

(k) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) the IT Systems are operational and adequate and sufficient for the current and reasonably anticipated future needs of the business of each Operating Group Company, (ii) to the knowledge of the Company, there have been no unauthorized intrusions or breaches of the security, or material failures of the IT Systems currently used to provide material products to customers in the conduct of their business as it is currently conducted during the two-year period preceding the date hereof, (iii) each Operating Group Company has in place adequate and commercially reasonable security controls and backup and disaster recovery plans and procedures in place, (iv) to the knowledge of the Company, there have been no unauthorized intrusions or breaches of the IT Systems in the two-year period preceding the date hereof that, pursuant to any legal requirement, would require the applicable Operating Group Company to notify customers or employees of such breach or intrusion.

4.12 Contracts; No Defaults.

(a) Schedule 4.12(a) contains a listing of all Contracts (other than purchase orders) described in clauses (i) through (ix) below to which, as of the date of this Agreement, each Operating Group Company is a party or by which its assets are bound (together with all material amendments, waivers, or other changes thereto) (collectively, the "**Material Contracts**"). True, correct, and complete copies of the Material Contracts have been delivered to or made available to Acquiror or its agents or representatives.

(i) each employee collective bargaining Contract;

(ii) any Contract pursuant to which an Operating Group Company (A) licenses or is granted rights from a third party under Intellectual Property that is material to the business of such Operating Group Company, excluding click-wrap, shrink-wrap, off-the-shelf software licenses, and any other software licenses that are commercially available on reasonable terms to the public generally with license, maintenance, support, and other fees less than $100,000 per year or (B) licenses or grants to a third party to any rights in or to use Owned Intellectual Property or Owned Company Software (excluding non-exclusive licenses granted to customers, contractors, suppliers, or service providers in the ordinary course of business);

(iii) any Contract that restricts in any material respect or contains any material limitations on the ability of an Operating Group Company to compete in any line of business or in any geographic territory, in each case excluding customary confidentiality agreements (or clauses) or non-solicitation agreements (or clauses);

(iv) any Contract under which an Operating Group Company has created, incurred, assumed, or guaranteed Indebtedness, has the right to draw upon credit that has been extended for Indebtedness, or has granted a Lien on any of its assets, whether tangible or intangible, to secure any Indebtedness, in each case, in an amount in excess of $100,000;

(v) any Contract that is a definitive purchase and sale or similar agreement entered into in connection with an acquisition or disposition by an Operating Group Company since December 31, 2020 of any Person or of any business entity or division or business of any Person (including through merger or consolidation or the purchase of a controlling equity interest in or substantially all of the assets of such Person or by any other manner), but excluding any Contracts in which the applicable acquisition or disposition has been consummated and there are no material obligations ongoing;

(vi) any Contract with outstanding obligations for the sale or purchase of personal property, fixed assets, or real estate, other than sales or purchases in the ordinary course of business;

(vii) any "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K promulgated by the SEC), whether or not filed by the Company with the SEC;

(viii) any Contract not made in the ordinary course of business and not disclosed pursuant to any other clause under this Section 4.12 and expected to result in revenue or require expenditures in excess of $100,000 in the calendar year ending December 31, 2023;

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(ix) any employment or consulting Contract (in each case with respect to which the Company has continuing obligations as of the date hereof) with any current or former (A) officer of a Group Company, (B) member of the Company Board, or (C) employee of an Operating Group Company providing for an annual base salary or payment in excess of $200,000;

(x) any Contract providing for indemnification or any guaranty by any Operating Group Company, in each case that is material to the Operating Group Companies, taken as a whole, other than (A) any guaranty by any Operating Group Company of any of the obligations any Operating Group Company or (B) any Contract providing for indemnification of customers or other Persons pursuant to Contracts entered into in the ordinary course of business;

(xi) any Contract relating to the disposition or acquisition, directly or indirectly (by merger, sale of stock, sale of assets, or otherwise), by the Company or any of its Subsidiaries after the date of this Agreement of assets or capital stock or other equity interests of any Person, in each case with a fair market value in excess of $100,000;

(xii) any Contract that grants any right of first refusal, right of first offer, or similar right with respect to any material assets, rights, or properties of any Operating Group Company;

(xiii) any Contract that contains any provision that requires the purchase of all or a material portion of any Operating Group Company's requirements for a given product or service from a given third party, which product or service is material to the Operating Group Companies, taken as a whole;

(xiv) any Contract that obligates any Operating Group Company or to conduct business on an exclusive or preferential basis or that contains a "most favored nation" or similar covenant with any third party or upon consummation of the Merger will obligate Acquiror, the Surviving Corporation, or any of their respective Subsidiaries to conduct business on an exclusive or preferential basis or that contains a "most favored nation" or similar covenant with any third party;

(xv) any joint venture Contract, partnership agreement, limited liability company agreement, or similar Contract that is material to the business of the Operating Group Companies, taken as a whole; and

(xvi) any Contract that is not otherwise described in clauses (i)-(xv) above that is material to the Operating Group Companies, taken as a whole, and is outside the ordinary course of business.

(b) Except as set forth on Schedule 4.12(b), and except as would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect, (i) all such Material Contracts are in full force and effect and represent the legal, valid, and binding obligations of the Operating Group Company and, to the knowledge of the Company, represent the legal, valid, and binding obligations of the other parties thereto, and, to the knowledge of the Company, are enforceable by the Operating Group Company in accordance with their terms, subject in all respects to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law), (ii) none of the Operating Group Companies or, to the knowledge of the Company, any other party thereto is in material breach of or material default (or would be in material breach, violation or default but for the existence of a cure period) under any Material Contract, (iii) since December 31, 2020, no Operating Group Company has received any written or, to the knowledge of the Company, oral claim or notice of material breach of or material default under any Material Contract, (iv) to the knowledge of the Company, no event has occurred that, individually or together with other events, would reasonably be expected to result in a material breach of or a material default under any Material Contract by any Operating Group Company or, to the knowledge of the Company, any other party thereto (in each case, with or without notice or lapse of time or both), and (v) since December 31, 2020 through the date hereof, no Operating Group Company has received written notice from any customer or supplier that is a party to any Material Contract that such party intends to terminate or not renew any Material Contract.

4.13 Company Benefit Plans.

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(a) Schedule 4.13(a) sets forth an accurate and complete list of each material Company Benefit Plan. "**Company Benefit Plan**" means any "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 ("**ERISA**"), and each equity-based, retirement, profit sharing, bonus, incentive, severance, separation, change in control, retention, deferred compensation, vacation, paid time off, medical, dental, life or disability plan, program, policy, or Contract, and each other material employee compensation or benefit plan, program, policy, or Contract that is maintained, sponsored, or contributed to (or required to be contributed to) by any Operating Group Company or pursuant to which any Operating Group Company has or may have any material liabilities.

(b) The Company has made available or made available to Acquiror accurate summaries of each material Company Benefit Plan.

(c) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) each Company Benefit Plan and each Contract with any consultant and independent contractor has been administered in compliance with its terms and all applicable Laws, including ERISA and the Code and (ii) all contributions required to be made under the terms of any Company Benefit Plan and any Contract with any consultant and independent contractor as of the date this representation is made have been timely made or, if not yet due, have been properly reflected in the Financial Statements.

(d) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, each Company Benefit Plan that is intended to be qualified within the meaning of Section 401(a) of the Code (i) has received a favorable determination or opinion letter as to its qualification or (ii) has been established under a standardized master and prototype or volume submitter plan for which a current favorable Internal Revenue Service advisory letter or opinion letter has been obtained by the plan sponsor and is valid as to the adopting employer. To the knowledge of the Company, no event has occurred that would reasonably be expected to result in the loss of the tax- qualified status of such plans.

(e) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, neither the Company nor any of its ERISA Affiliates sponsored, maintained, contributed to or was required to contribute to, at any point during the six (6)-year period prior to the date hereof, a multiemployer pension plan (as defined in Section 3(37) of ERISA) (a "**Multiemployer Plan**") or other defined pension plans, in each case, that is subject to Title IV of ERISA or Section 412 of the Code. At any point during the six (6)-year period prior to the date hereof, the Company has not had any liability under Title IV of ERISA on account of being considered a single employer under Section 414 of the Code with any other Person. No circumstance or condition exists that would reasonably be expected to result in an actual obligation of the Company to pay money to any Multiemployer Plan or other pension plan that is subject to Title IV of ERISA and that is maintained by an ERISA Affiliate of the Company. No Company Benefit Plan or Contract with any consultant and independent contractor provides post-employment health insurance benefits other than as required under Section 4980B of the Code. For purposes of this Agreement, "**ERISA Affiliate**" means any entity (whether or not incorporated) that, together with the Company, is considered under common control and treated as one employer under Section 414(b), (c), (m), or (o) of the Code.

(f) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, with respect to the Company Benefit Plans and Contracts with consultants and independent contractors, no administrative investigation, audit, or other administrative proceeding by the Department of Labor, the Internal Revenue Service, or other Governmental Authorities is pending or, to the knowledge of the Company, threatened.

(g) There have been no "prohibited transactions" within the meaning of Section 4975 of the Code or Sections 406 or 407 of ERISA that are not otherwise exempt under Section 408 of ERISA and no breaches of fiduciary duty (as determined under ERISA) with respect to any Company Benefit Plan. There is no proceeding (other than routine and uncontested claims for benefits) pending or, to the knowledge of the Company, threatened, with respect to any Company Benefit Plan, Contract with any consultant and independent contractor, or against the assets of any Company Benefit Plan or such Contract.

(h) Except as set forth in Schedule 4.13(h), the consummation of the Transactions, alone or together with any other event, will not (i) result in a payment or benefit becoming due or payable, to any current or former employee, director, independent contractor or consultant, (ii) increase the amount or value of any benefit or compensation otherwise payable or required to be provided to any current or former employee, director, independent contractor or consultant, (iii) result in the acceleration of the time of payment, vesting, or funding of any such benefit or compensation, (iv) result in the forgiveness in whole or in part of any outstanding loans

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made by any Operating Group Company to any current or former employee, director, independent contractor, or consultant, or (v) limit the ability of any Operating Group Company to terminate any Operating Company Benefit Plan or Contract with any consultant or independent contractor.

(i) No amount or benefit that could be, or has been, received by any current or former employee, officer, or director of any Operating Group Company who is a "disqualified individual" within the meaning of Section 280G of the Code could reasonably be expected to be characterized as an "excess parachute payment" (as defined in Section 280G(b)(1) of the Code) as a result of the consummation of the transactions contemplated by this Agreement. No Operating Group Company has agreed to pay, gross up, or otherwise indemnify any employee, director, or contractor for any tax imposed under Section 4999 of the Code, 409A of the Code or otherwise.

4.14 Labor Matters.

(a) (i) No Operating Group Company is a party to or bound by any labor agreement, collective bargaining agreement, or any other labor-related agreements or arrangements with any labor union, labor organization, or works council and no such agreements or arrangements are currently being negotiated by any Operating Group Company, (ii) no labor union or organization, works council, or group of employees of any Operating Group Company has made a pending written demand for recognition or certification, and (iii) there are no representation or certification proceedings or petitions seeking a representation proceeding pending or, to the knowledge of the Company, threatened in writing to be brought or filed with the National Labor Relations Board or any other applicable labor relations authority.

(b) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, each Operating Group Company (i) is, and since January 1, 2019 has been, in material compliance with all applicable Laws regarding employment and employment practices, including, without limitation, all laws respecting terms and conditions of employment, health and safety, employee classification, non-discrimination, wages and hours, immigration, disability rights or benefits, equal opportunity, plant closures and layoffs, affirmative action, workers' compensation, labor relations, pay equity, overtime pay, employee leave issues, the proper classification of employees and independent contractors, the proper classification of exempt and non-exempt employees, and unemployment insurance, (ii) since January 1, 2019, has not been adjudged to have committed any unfair labor practice as defined by the National Labor Relations Board or received written notice of any unfair labor practice complaint against it pending before the National Labor Relations Board that remains unresolved, and (iii) since January 1, 2019, has not experienced any actual or, to the knowledge of the Company, threatened arbitrations, grievances, labor disputes, strikes, lockouts, picketing, hand- billing, slowdowns, or work stoppages against or affecting any Operating Group Company.

(c) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, no Operating Group Company is delinquent in payments to any employees or former employees for any services or amounts required to be reimbursed or otherwise paid.

(d) To the knowledge of the Company, no employee of any Operating Group Company at the level of senior vice president or above is in any material respect in violation of any term of any employment agreement, nondisclosure agreement, non-competition agreement, restrictive covenant, or other obligation: (i) to any Operating Group Company or (ii) to a former employer of any such employee relating (A) to the right of any such employee to be employed by any Operating Group Company or (B) to the knowledge or use of Trade Secrets or proprietary information.

(e) To the knowledge of the Company, all employees of each Operating Group Company are legally permitted to be employed by the applicable Operating Group Company in the jurisdiction in which such employees are employed in their current job capacities.

(f) No Operating Group Company has incurred any material liability or obligation under the Worker Adjustment and Retraining Notification Act of 1988 or any similar state or local Law that remains unsatisfied.

4.15 Taxes.

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(a) Each of the Operating Group Companies has timely filed with the appropriate Governmental Authority, or has caused to be timely filed on its behalf (taking into account any valid extension of time within which to file), all Tax Returns required to be filed by it, and all such Tax Returns were and are true, correct, and complete in all respects and were prepared in compliance in all respects with all applicable Laws.

(b) Each of the Operating Group Companies has timely paid all material amounts of Taxes due and payable (whether or not shown on any Tax Return), other than Taxes being contested in good faith and for which adequate reserves have been established in accordance with GAAP on the Financial Statements.

(c) Each of the Operating Group Companies has complied in all respects with all applicable Laws relating to the payment and withholding of Taxes and Tax information reporting, collection, and retention and has, within the time and in the manner prescribed by applicable Laws, except where the failure to be, or to have been, in compliance with such Laws would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) withheld all amounts of Taxes required to have been withheld by it in connection with amounts paid to any employee, independent contractor, creditor, stockholder, or any other third party, and (ii) timely remitted such amounts required to have been remitted to the appropriate Governmental Authority. All Forms W-2 or 1099 or other Tax Returns required with respect thereto have been properly completed and timely filed.

(d) Each of the Operating Group Companies has (i) properly collected all sales Taxes required to be collected in the time and manner required by applicable Law and remitted all such sales Taxes to the applicable Governmental Authority in the time and in the manner required by applicable Law and

(ii) returned all sales Taxes erroneously collected from any Person to such Person in the time and in the manner required by applicable Law. Each of the Operating Group Companies has properly requested, received, and retained all necessary exemption certificates and other documentation supporting any claimed exemption of waiver of Taxes on sales or similar transactions as to which it would otherwise have been obligated to collect or withhold Taxes.

(e) Except as set forth on Schedule 4.15(e), none of the Operating Group Companies currently is engaged in any Action with a Governmental Authority with respect to Taxes. No Operating Group Company has received any written notice from a Governmental Authority of a proposed deficiency of an amount of Taxes, other than any such deficiencies that have since been resolved. No written claim has been made by any Governmental Authority in a jurisdiction where any of the Operating Group Companies does not file a Tax Return that such entity is or may be subject to Taxes by that jurisdiction in respect of Taxes that would be the subject of such Tax Return, which claim has not been resolved. There are no outstanding agreements extending or waiving the statutory period of limitations applicable to any claim for, or the period for the collection or assessment or reassessment of, Taxes of any of the Operating Group Companies, and no written request for any such waiver or extension is currently pending.

(f) None of the Operating Group Companies nor any predecessor thereof has constituted either a "distributing corporation" or a "controlled corporation" in a distribution of stock qualifying for tax-free treatment under Section 355 of the Code (or so much of Section 356 of the Code as relates to Section 355 of the Code).

(g) None of the Operating Group Companies has been a party to any "reportable transaction" within the meaning of Treasury Regulations Section 1.6011-4(b) (or any similar or corresponding provision of state, local or foreign Law) for a taxable period for which the applicable statute of limitations remains open.

(h) None of the Operating Group Companies will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of: (A) any change in method of accounting, or use of an improper method of accounting, for a taxable period (or portion thereof) ending on or prior to the Closing Date and made on or prior to the Closing Date; (B) any ruling by, or written agreement with, a Governmental Authority (including any closing agreement pursuant to Section 7121 of the Code or any similar provision of Tax Law) issue or executed on or prior to the Closing Date; (C) any installment sale or open transaction disposition made prior to the Closing Date; (D) any prepaid amount received or deferred revenue accrued on or prior to the Closing Date (including pursuant to Section 451(c), 455 or 456 of the Code, Section 1.451-5 of the United States Treasury Regulations and IRS Revenue Procedure 2004-34); (E) any intercompany transaction or excess loss accounts described in the Treasury Regulations promulgated under Section 1502 of the Code (or any corresponding or similar provision of state, local or foreign income Tax Law) that existed on or prior to the Closing

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Date; (F) any cash method of accounting or long-term contract method of accounting utilized on or prior to the Closing Date; or (G) application of Section 965 of the Code.

(i) There are no Liens with respect to Taxes on any of the assets of any of the Operating Group Companies, other than Permitted Liens for Taxes being contested in good faith and for which adequate reserves have been established in accordance with GAAP on the Financial Statements.

(j) None of the Operating Group Companies has any liability for the Taxes of any other Person under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local, or foreign Law), as a transferee or successor, or by Contract or otherwise. None of the Operating Group Companies is or has been a member of an affiliated, consolidated, combined, unitary, or similar Tax group (other than any such Tax group the common parent of which was the Company).

(k) None of the Operating Group Companies is a party to or bound by, nor do any have any obligation to, any Governmental Authority or other Person under any Tax allocation agreement, Tax receivables, Tax sharing agreement, Tax indemnification agreement, or any other similar agreement or arrangement that contains an obligation to make any payment with respect to Taxes of any other Person (except, in each case, for any such agreements that are commercial contracts entered into in the ordinary course of business and not relating primarily to Taxes).

(l) None of the Operating Group Companies has made an election under Section 1362(a) of the Code to be treated as an "S corporation" for U.S. federal, state, or local income tax purposes, or made any election on IRS Form 8832 (or any similar form for state or local Tax purposes).

(m) None of the Operating Group Companies is, or has been at any time during the five (5)-year period ending on the Closing Date, a "United States real property holding corporation" within the meaning of Section 897(c)(2) of the Code.

(n) Each of the Operating Group Companies is in compliance with applicable United States and foreign transfer pricing Laws and regulations in all material respects, including the execution and maintenance of contemporaneous documentation substantiating the transfer pricing practices and methodology of each of the Operating Group Companies, except where the failure to be, or to have been, in compliance with such Laws would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(o) There are no facts, circumstances, or plans that, either alone or in combination, could reasonably be expected to prevent the Transactions from qualifying for the Intended Tax Treatment. No Operating Group Company has taken or agreed to take any action not contemplated by this Agreement that could reasonably be expected to prevent the Transactions from qualifying for the Intended Tax Treatment.

(p) The unpaid Taxes of the Operating Group Companies (i) for all periods ending on or before December 31, 2023 do not, in the aggregate, materially exceed the reserve for Tax liabilities (rather than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the Financial Statements and (ii) will not, in the aggregate, materially exceed that reserve as adjusted for operations and transactions through the Closing Date that occur in the ordinary course of business.

(q) No Operating Group Company is a party to any joint venture or other arrangement or Contract that could be treated as a partnership for U.S. federal income tax purposes.

(r) Each of the Operating Group Companies is in compliance with all federal, state, local, and foreign Laws applicable to abandoned or unclaimed property or escheat and have paid, remitted, or delivered to each jurisdiction all unclaimed or abandoned property required by any applicable Laws to be paid, remitted, or delivered to that jurisdiction, except where the failure to be, or to have been, in compliance with such Laws would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. None of the Operating Group Companies holds any property or owes any amount that is presumed abandoned under the Laws of any state or other jurisdiction.

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(s) None of the Operating Group Companies has any property subject to, or of the type described in Section 197(f)(9) of the Code.

(t) None of the Operating Group Companies has applied for or received any public aid granted in whatever form (including grants or Tax incentives of any form) except in accordance with applicable Laws and in compliance with all regulatory orders, conditions, and impositions, except where the failure to be, or to have been, in compliance with such Laws would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. None of the Operating Group Companies is currently or has ever been a party to or the beneficiary of any Tax exemption, Tax holiday, or other Tax reduction contract or order.

(u) All FinCEN Forms 114, Report of Foreign Bank Accounts, and IRS Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts, required to be filed by, or on behalf of each of the Operating Group Companies, have been timely filed and all such forms were true, correct, and complete when filed.

(v) None of the Operating Group Companies has had a permanent establishment (within the meaning of an applicable Tax treaty) or otherwise has operations, an office, branch, or fixed place of business in any jurisdiction other than the jurisdiction where such entity is organized. None of the Operating Group Companies is a "controlled foreign corporation" as defined in Section 957(a) of the Code or a "passive foreign investment company" within the meaning of Section 1297(a) of the Code. None of the Operating Group Companies has entered into a gain recognition agreement pursuant to Treasury Regulations Section 1.367(a)-8, or has transferred an intangible, the transfer of which would be subject to the rules of Section 367(d) of the Code.

(w) None of the Operating Group Companies has (i) deferred any amount of the employer's share of any "applicable employment taxes" under Section 2302 of the CARES Act and any similar Law, (ii) to the extent applicable, not properly complied with all requirements of applicable Tax Law and duly accounted for any available Tax credits under Sections 7001 through 7005 of the FFA and Section 2301 of the CARES Act and any similar Law, or (iii) sought (nor has any Affiliate that would be aggregated with any of the Operating Group Companies and treated as one employer for purposes of Section 2301 of the CARES Act sought) a covered loan under paragraph (36) of Section 7(a) of the Small Business Act (15 U.S.C. 636(a)), as added by Section 1102 of the CARES Act. No deferral of the withholding, deposit, or payment of any Tax pursuant to the CARES Act, the CAA, or the ARP has occurred.

4.16 Brokers' Fees. Except as described on Schedule 4.16, no broker, finder, investment banker, or other Person is entitled to any brokerage fee, finders' fee, or other commission in connection with the transactions contemplated by this Agreement based upon arrangements made by the Company for which the Company has any obligation.

4.17 Insurance. Schedule 4.17 contains a list of all material policies or programs of self-insurance of property, fire and casualty, product liability, workers' compensation, and other forms of insurance held by, or for the benefit of, an Operating Group Company as of the date of this Agreement. True, correct, and complete copies or comprehensive summaries of such insurance policies have been made available to Acquiror. With respect to each such insurance policy required to be listed on Schedule 4.17, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect (i) all premiums due have been paid (other than retroactive or retrospective premium adjustments and adjustments in the respect of self-funded general liability and automobile liability fronting programs, self-funded health programs and self-funded general liability and automobile liability front programs, self-funded health programs, and self-funded workers' compensation programs that are not yet, but may be, required to be paid with respect to any period end prior to the Closing Date), (ii) the policy is legal, valid, binding, and enforceable in accordance with its terms and, except for policies that have expired under their terms in the ordinary course, is in full force and effect, (iii) no Operating Group Company is in breach or default (including any such breach or default with respect to the payment of premiums or the giving of notice), and, to the Company's knowledge, no event has occurred that, with notice or the lapse of time or both, would constitute such a breach or default, or permit termination or modification, under the policy, and, to the knowledge of the Company, no such action has been threatened, and (iv) as of the date hereof, no written notice of cancellation, non-renewal, disallowance, or reduction in coverage or claim or termination has been received other than in connection with ordinary renewals.

4.18 Real Property; Assets.

(a) No Operating Group Company owns any real property and no Operating Group Company is a party to any agreement or option to purchase any real property or material interest therein.

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(b) Schedule 4.18(b) contains a true, correct, and complete list of all Leased Real Property. The Company has made available to Acquiror true, correct, and complete copies of the leases, subleases, licenses and occupancy agreements (including all modifications, amendments, supplements, guaranties, extensions, renewals, waivers, side letters, and other agreements relating thereto) for the Leased Real Property to which any Operating Group Company is a party (the "**Real Estate Lease Documents**"), and such deliverables comprise all Real Estate Lease Documents relating to the Leased Real Property.

(c) Except as set forth in Schedule 4.18(c), each Real Estate Lease Document (i) is a legal, valid, binding, and enforceable obligation of the applicable Operating Group Company and, to the knowledge of the Company, the other parties thereto, as applicable, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity, and each such Real Estate Lease Document is in full force and effect, (ii) has not been amended or modified except as reflected in the Real Estate Lease Documents made available to Acquiror, and (iii) to the knowledge of the Company, covers the entire estate it purports to cover and, subject to securing the consents or approvals, if any, required under the Real Estate Lease Documents to be obtained from any landlord, or lender to landlord (as applicable), in connection with the execution and delivery of this Agreement by the Company or the consummation of the transaction contemplated hereby by the Company, upon the consummation of the transactions contemplated by this Agreement, will entitle Acquiror or its Subsidiaries to the exclusive use (subject to the terms of the respective Real Estate Lease Documents in effect with respect to the Leased Real Property), occupancy, and possession of the premises specified in the Real Estate Lease Documents for the purpose specified in the Real Estate Lease Documents.

(d) No material default or breach by (i) any Operating Group Company or (ii) to the knowledge of the Company, any other parties thereto, as applicable, presently exists under any Real Estate Lease Documents. No Operating Group Company has received written or, to the knowledge of the Company, oral notice of default or breach under any Real Estate Lease Document that has not been cured. To the knowledge of the Company, no event has occurred that, and no condition exists that, with notice or lapse of time or both, would constitute a material default or breach under any Real Estate Lease Document by any Operating Group Company or by the other parties thereto. No Operating Group Company has subleased or otherwise granted any Person the right to use or occupy any Leased Real Property or portion thereof which is still in effect. No Operating Group Company has collaterally assigned or granted any other security interest in the Leased Real Property or any interest therein which is still in effect. Each Operating Group Company has a good and valid leasehold title to its respective Leased Real Properties subject only to Permitted Liens.

(e) No Operating Group Company has received any written notice that remains outstanding as of the date of this Agreement that the current use and occupancy of the Leased Real Property and the improvements thereon (i) are prohibited by any Lien or law other than Permitted Liens or (ii) are in material violation of any of the recorded covenants, conditions, restrictions, reservations, easements, or agreements applicable to such Leased Real Property.

4.19 Environmental Matters. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect:

(a) Each Operating Group Company is and, during the last three (3) years, has been in compliance with all Environmental Laws;

(b) There has been no release of any Hazardous Materials at, in, on, or under any Leased Real Property or, to the knowledge of the Company, at, in, on, or under any formerly owned or leased real property, in each case during the time that an Operating Group Company owned or leased such property;

(c) No Operating Group Company is subject to and has not received any Governmental Order that remains unresolved relating to any non-compliance with Environmental Laws by such Operating Group Company or the investigation, sampling, monitoring, treatment, remediation, removal, or cleanup of Hazardous Materials;

(d) No Action is pending or, to the knowledge of the Company, threatened in writing and no investigation is pending or, to the knowledge of the Company, threatened in writing, in each case with respect to any Operating Group Company's compliance with or liability under Environmental Law;

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(e) The Company has made available to Acquiror all material environmental reports (including any Phase One or Phase Two environmental site assessments) and audits relating to the Leased Real Property or any formerly owned or operated real property in its possession, custody, or reasonable control.

(f) Notwithstanding any other provision of this Article IV, this Section 4.19 contains the exclusive representations and warranties of the Company with respect to environmental matters.

4.20 Absence of Changes. Except (i) as set forth on Schedule 4.20 and (ii) in connection with the Transactions, from December 31, 2022 through and including the date of this Agreement, the Operating Group Companies (1) have, in all material respects, conducted their respective businesses and operated their respective properties in the ordinary course of business (including, for the avoidance of doubt, recent past practice in light of COVID-19 and disclosed to Acquiror), and (2) have not taken any action that is both material to the Operating Group Companies, taken as a whole, and would require the consent of Acquiror pursuant to Section 6.1 if such action had been taken after the date hereof.

4.21 Affiliate Agreements. Except as set forth on Schedule 4.21 and except for, in the case of any employee, officer or director, any employment or indemnification Contract or Contract with respect to the issuance of equity in the Company, no Operating Group Company is a party to any transaction, agreement, arrangement or understanding with any (i) present or former executive officer or director of any Operating Group Company, (ii) beneficial owner (within the meaning of Section 13(d) of the Exchange Act) of 5% or more of the capital stock or equity interests of any Operating Group Company, or (iii) Affiliate, "associate," or member of the "immediate family" (as such terms are respectively defined in Rules 12b-2 and 161 under the Exchange Act) of any of the foregoing (each of the foregoing, a "**Company Affiliate Agreement**").

4.22 Internal Controls. The Company maintains a system of internal accounting controls designed to provide reasonable assurance that: (a) transactions are executed in accordance with management's general or specific authorizations; (b) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability; (c) access to assets is permitted only in accordance with management's general or specific authorization; and (d) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

4.23 Permits. Each Operating Group Company has timely obtained and holds all material Permits (the "**Material Permits**") that are required to own, lease, or operate its properties and assets and to conduct its business as currently conducted, except where the failure to obtain the same would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (a) each Material Permit is in full force and effect in accordance with its terms, (b) no outstanding written notice of revocation, cancellation, or termination of any Material Permit has been received by any Operating Group Company, (c) to the knowledge of the Company, none of such Permits upon its termination or expiration in the ordinary due course will not be renewed or reissued in the ordinary course of business upon terms and subject to conditions substantially similar to its existing terms and conditions, (d) there are no Actions pending or, to the knowledge of the Company, threatened, that seek the revocation, cancellation, limitation, restriction, or termination of any Material Permit, and (e) each Operating Group Company is in compliance with all of its Material Permits.

4.24 Registration Statement. None of the information relating to any Operating Group Company supplied by the Company, or by any other Person acting on behalf of the Company, in writing specifically for inclusion or incorporation by reference in the Registration Statement will, as of the time the Registration Statement becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

4.25 No Additional Representations and Warranties. Except as otherwise expressly provided in this Article IV (as modified by the Company Schedules), the Company expressly disclaims any representations or warranties of any kind or nature, express or implied, including as to the condition, value, or quality of the Company or the Company's assets, and the Company specifically disclaims any representation or warranty with respect to merchantability, usage, suitability, or fitness for any particular purpose with respect to the Company's assets, or as to the workmanship thereof, or the absence of any defects therein, whether latent or patent, it being understood that such subject assets are being acquired "as is, where is" on the Closing Date, and in their present condition.

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ARTICLE V

REPRESENTATIONS AND WARRANTIES OF ACQUIROR AND MERGER SUB

Except as set forth in the (A) Acquiror and Merger Sub Schedules to this Agreement (each of which qualifies (a) the correspondingly numbered representation, warranty, or covenant if specified therein and (b) such other representations, warranties, or covenants where its relevance as an exception to (or disclosure for purposes of) such other representation, warranty, or covenant is reasonably apparent) or (B) Acquiror SEC Reports filed or furnished by Acquiror on or prior to the date hereof (excluding (x) any disclosures in such Acquiror SEC Reports under the headings "Risk Factors," "Cautionary Note Regarding Forward- Looking Statements," or "Qualitative and Quantitative Disclosures about Market Risk" and other disclosures that are predictive, cautionary, or forward looking in nature and (y) any exhibits or other documents appended thereto), each of Acquiror and Merger Sub represents and warrants to the Company as follows:

5.1 Corporate Organization.

(a) Acquiror is duly incorporated and is validly existing as a corporation in good standing under the Laws of Delaware and has the corporate power and authority to own, lease, or operate its assets and properties and to conduct its business as it is now being conducted. The copies of the organizational documents of Acquiror previously delivered by Acquiror to the Company are true, correct, and complete and are in effect as of the date of this Agreement. Acquiror is, and at all times has been, in compliance in all material respects with all restrictions, covenants, terms, and provisions set forth in its respective organizational documents. Acquiror is duly licensed or qualified and in good standing as a foreign corporation in all jurisdictions in which its ownership of property or the character of its activities is such as to require it to be so licensed or qualified, except where failure to be so licensed or qualified has not and would not, individually or in the aggregate, reasonably be expected to have an Acquiror Material Adverse Effect.

(b) Merger Sub is a corporation duly organized, validly existing, and in good standing under the Laws of Delaware, with full corporate power and authority to enter into this Agreement and perform its obligations hereunder. Other than Merger Sub, Acquiror has no other Subsidiaries or any equity or other interests in any other Person.

5.2 Due Authorization.

(a) Each of Acquiror and Merger Sub has all requisite corporate or entity power and authority to execute and deliver this Agreement and each Ancillary Document to this Agreement to which it is a party and (subject to the approvals described in Section 5.7) (in the case of Acquiror), upon receipt of the Acquiror Stockholder Approval and effectiveness of the PubCo Charter, to perform its respective obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery, and performance of this Agreement and such Ancillary Documents by each of Acquiror and Merger Sub and the consummation of the transactions contemplated hereby and thereby have been duly, validly, and unanimously authorized by all requisite action and (in the case of Acquiror), except for the Acquiror Stockholder Approval, no other corporate or equivalent proceeding on the part of Acquiror or Merger Sub is necessary to authorize this Agreement or such Ancillary Documents or Acquiror's or Merger Sub's performance hereunder or thereunder. This Agreement has been, and each such Ancillary Document will be, duly and validly executed and delivered by each of Acquiror and Merger Sub and, assuming due authorization and execution by each other party hereto and thereto, this Agreement constitutes, and each such Ancillary Document will constitute, a legal, valid and binding obligation of each of Acquiror and Merger Sub, enforceable against each of Acquiror and Merger Sub in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

(b) The affirmative vote of a majority of the votes cast at the Special Meeting, by the holders of the Acquiror Common Stock present in person or represented by proxy and entitled to vote thereon, is required to approve the Business Combination Proposal, Nasdaq Issuance Proposal, Charter Amendment Proposal, Advisory Charter Proposals, Directors Proposal, Acquiror Incentive Plan

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Proposal, Nasdaq ELOC Proposal, Nasdaq Series B Proposal, Nasdaq Series D Proposal, and NTA Proposal, in each case, assuming a quorum is present (the approval by Acquiror Stockholders of all of the foregoing, collectively, the "**Acquiror Stockholder Approval**"). The Acquiror Stockholder Approval is the only vote of any of Acquiror's capital stock necessary in connection with the entry into this Agreement by Acquiror, and the consummation of the transactions contemplated hereby (including the Closing).

(c) The Acquiror Board has duly adopted resolutions: (i) determining that this Agreement and the transactions contemplated hereby and thereby (including the approval of the PubCo Charter) are fair to, advisable, and in the best interests of Acquiror and its stockholders; (ii) determining that the fair market value of the Company is equal to at least 80% of the amount held in the Trust Account (less any deferred underwriting commissions and taxes payable on interest earned) as of the date hereof; (iii) approving the transactions contemplated by this Agreement as a Business Combination; (iv) approving this Agreement and the transactions contemplated hereby and thereby (including the PubCo Charter), the execution and delivery by Acquiror of this Agreement, and Acquiror's performance of its obligations under this Agreement, and consummation of the transactions contemplated hereby and thereby, and (v) resolving to recommend to the stockholders of Acquiror approval of each of the matters requiring Acquiror Stockholder approval. The Board of Directors of Merger Sub has duly adopted resolutions (i) approving this Agreement and the transactions contemplated hereby, the execution and delivery by Merger Sub of this Agreement and Merger Sub's performance of its obligations under this Agreement, and consummation of the transactions contemplated hereby, (ii) declaring this Agreement and the merger to be advisable and in the best interests of Merger Sub and its sole stockholder, and (iii) recommending that Acquiror approve and adopt this Agreement and the Merger in its capacity as the sole stockholder of Merger Sub.

5.3 No Conflict. The execution, delivery, and performance of this Agreement by each of Acquiror and Merger Sub and (in the case of Acquiror), upon receipt of the Acquiror Stockholder Approval and the effectiveness of the PubCo Charter, the consummation of the transactions contemplated hereby do not and will not (a) conflict with or violate any provision of, or result in the breach of, the Acquiror Organizational Documents, any organizational documents of any Subsidiaries of Acquiror or any of the organizational documents of Merger Sub, (b) conflict with or result in any violation of any provision of any Law or Governmental Order applicable to each of Acquiror or Merger Sub or any of their respective properties or assets, (c) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event that, with notice or lapse of time or both, would constitute a default) under, or result in the termination or acceleration of, or a right of termination, cancellation, modification, acceleration or amendment under, accelerate the performance required by, or result in the acceleration or trigger of any payment, posting of collateral (or right to require the posting of collateral), time of payment, vesting or increase in the amount of any compensation or benefit payable pursuant to, any of the terms, conditions, or provisions of any Contract to which each of Acquiror or Merger Sub or any their respective Subsidiaries is a party or by which any of their respective assets or properties may be bound or affected, or (d) result in the creation of any Lien upon any of the properties or assets of Acquiror or Merger Sub, except (in the case of clauses (b), (c), or (d) above) for such violations, conflicts, breaches, or defaults that would not, individually or in the aggregate, reasonably be expected to have an Acquiror Material Adverse Effect .

5.4 Litigation and Proceedings. There are no pending or, to the knowledge of Acquiror, threatened, Actions and, to the knowledge of Acquiror, there are no pending or threatened investigations, in each case, against Acquiror, or otherwise affecting Acquiror or its assets, including any condemnation or similar proceedings, that, if determined adversely, could, individually or in the aggregate, reasonably be expected to have an Acquiror Material Adverse Effect. There is no unsatisfied judgment or any open injunction binding upon Acquiror that could, individually or in the aggregate, reasonably be expected to have an Acquiror Material Adverse Effect.

5.5 Compliance with Laws.

(a) Except where the failure to be, or to have been, in compliance with such Laws would not, individually or in the aggregate, reasonably be expected to have an Acquiror Material Adverse Effect, Acquiror and its Subsidiaries are, and since the date of incorporation of Acquiror have been, in compliance in all material respects with all applicable Laws. Neither Acquiror nor its Subsidiaries has received any written notice from any Governmental Authority of a violation of any applicable Law by Acquiror or its Subsidiaries at any time since the date of incorporation of Acquiror, which violation would reasonably be expected to have an Acquiror Material Adverse Effect.

(b) Since the date of incorporation of Acquiror, and except where the failure to be, or to have been, in compliance with such Laws would not, individually or in the aggregate, reasonably be expected to have an Acquiror Material Adverse Effect, (i) there has been no action taken by Acquiror, or any of its Subsidiaries, or, to the knowledge of Acquiror, any officer, director, manager,

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employee, agent, or representative of Acquiror or its Subsidiaries, in each case, acting on behalf of the Acquiror or its Subsidiaries, in violation of any applicable Anti-Corruption Law, (ii) neither Acquiror nor any of its Subsidiaries has been convicted of violating any Anti-Corruption Laws or subjected to any investigation by a Governmental Authority for violation of any applicable Anti-Corruption Laws, (iii) neither Acquiror nor any of its Subsidiaries has conducted or initiated any internal investigation or made a voluntary, directed, or involuntary disclosure to any Governmental Authority regarding any alleged act or omission arising under or relating to any noncompliance with any Anti-Corruption Law, and (iv) neither Acquiror nor any of its Subsidiaries has received any written notice or citation from a Governmental Authority for any actual or potential noncompliance with any applicable Anti-Corruption Law.

(c) Since the date of incorporation of Acquiror, and except where the failure to be, or to have been, in compliance with such Laws would not, individually or in the aggregate, reasonably be expected to have an Acquiror Material Adverse Effect, (i) there has been no action taken by Acquiror, any of its Subsidiaries, or, to the knowledge of Acquiror, any officer, director, manager, employee, agent, or representative of Acquiror or any of its Subsidiaries, in each case, acting on behalf of the Acquiror or its Subsidiaries, in violation of any applicable International Trade Laws, (ii) neither Acquiror nor any of its Subsidiaries has been convicted of violating any International Trade Laws or subjected to any investigation by a Governmental Authority for violation of any applicable International Trade Laws, (iii) neither Acquiror nor any of its Subsidiaries has conducted or initiated any internal investigation or made a voluntary, directed, or involuntary disclosure to any Governmental Authority regarding any alleged act or omission arising under or relating to any noncompliance with any International Trade Laws, and (iv) neither Acquiror nor any of its Subsidiaries has received any written notice or citation from a Governmental Authority for any actual or potential noncompliance with any applicable International Trade Law.

5.6 Employee Benefit Plans. Except as may be contemplated by the Acquiror Incentive Plan Proposal, neither Acquiror, Merger Sub, nor any of their respective Subsidiaries maintains, contributes to, or has any obligation or liability, or could reasonably be expected to have any obligation or liability, under, any "employee benefit plan" as defined in Section 3(3) of ERISA or any other material, written plan, policy, program, arrangement, or agreement (other than standard employment agreements that can be terminated at any time without severance or termination pay and upon notice of not more than sixty (60) days or such longer period as may be required by applicable Law) providing compensation or benefits to any current or former director, officer, employee, independent contractor, or other service provider, including, without limitation, all incentive, bonus, deferred compensation, vacation, holiday, cafeteria, medical, disability, stock purchase, stock option, stock appreciation, phantom stock, restricted stock, or other stock-based compensation plans, policies, programs, practices, or arrangements, but not including any plan, policy, program, arrangement, or agreement that covers only former directors, officers, employees, independent contractors, and service providers and with respect to which Acquiror, Merger Sub, or any of their respective Subsidiaries have no remaining obligations or liabilities (collectively, the "**Acquiror Benefit Plans**") and neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement (either alone or in combination with another event) will (i) result in any material compensatory payment (including severance, unemployment compensation, golden parachute, bonus, or otherwise) becoming due to any stockholder, director, officer, or employee of Acquiror, Merger Sub, or any of their respective Subsidiaries or (ii) result in the acceleration, vesting, or creation of any rights of any stockholder, director, officer, or employee of Acquiror, Merger Sub, or any of their respective Subsidiaries to payments or benefits or increases in any existing payments or benefits or any loan forgiveness.

5.7 Governmental Authorities; Consents. Assuming the truth and completeness of the representations and warranties of the Company contained in this Agreement, no consent, approval, or authorization of, or designation, declaration or filing with, any Governmental Authority is required on the part of Acquiror or Merger Sub with respect to Acquiror's or Merger Sub's execution or delivery of this Agreement or the consummation of the transactions contemplated hereby, except for applicable requirements of the HSR Act and any other applicable Antitrust Law, Securities Laws, Nasdaq. and the filing and effectiveness of the Certificate of Merger and the PubCo Charter.

5.8 Trust Account.

(a) As of the date of this Agreement, Acquiror has at least $2,600,462 in a trust account (the "**Trust Account**"), maintained and invested pursuant to that certain Investment Management Trust Agreement (the "**Trust Agreement**") effective as of January 11, 2022, as amended, by and between Acquiror and Equiniti Trust Company, LLC ("**Trustee**"), for the benefit of its public stockholders, with such funds invested in United States Government securities or money market funds meeting certain conditions under Rule 27 promulgated under the Investment Company Act. Other than pursuant to the Trust Agreement, the obligations of

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Acquiror under this Agreement are not subject to any conditions regarding Acquiror's, its Affiliates', or any other Person's ability to obtain financing for the consummation of the Transactions.

(b) The Trust Agreement has not been terminated, repudiated, rescinded, amended, or modified, is valid, and in full force and effect, to the knowledge of Acquiror, is a legal, valid, and binding obligation of the Trustee, and is enforceable in accordance with its terms, except insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally or by principles governing the availability of equitable remedies. Acquiror has complied in all material respects with the terms of the Trust Agreement and is not in breach thereof or default thereunder, and there does not exist under the Trust Agreement any event that, with the giving of notice or the lapse of time, would constitute such a breach or default by Acquiror or, to the knowledge of Acquiror, Trustee. There are no separate Contracts, side letters, or other written understandings: (i) that would cause the description of the Trust Agreement in the Acquiror SEC Reports to be inaccurate in any material respect or (ii) to the knowledge of Acquiror, that would entitle any Person (other than stockholders of Acquiror holding Acquiror Common Stock sold in Acquiror's initial public offering who shall have elected to redeem their shares of Acquiror Common Stock pursuant to the Acquiror Organizational Documents or the underwriters of the initial public offering with respect to any deferred underwriting compensation, in each case, as described in the Acquiror SEC Reports) to any portion of the proceeds in the Trust Account. Prior to the Closing, none of the funds held in the Trust Account may be released except: (A) to pay income and franchise taxes from any interest income earned in the Trust Account and (B) to redeem shares of Acquiror Common Stock in accordance with the provisions of the Acquiror Organizational Documents. As of the Effective Time, the obligations of Acquiror to dissolve or liquidate pursuant to the Acquiror Organizational Documents shall terminate, and, as of the Effective Time, Acquiror shall have no obligation whatsoever pursuant to the Acquiror Organizational Documents to dissolve and liquidate the assets of Acquiror by reason of the consummation of the transactions contemplated hereby. There are no Legal Proceedings pending or, to the Knowledge of Acquiror, threatened in writing with respect to the Trust Account. As of the date of this Agreement, assuming the accuracy of the representations and warranties contained in Article IV and the compliance by the Company with its obligations hereunder, Acquiror has no reason to believe that any of the conditions to the use of funds in the Trust Account will not be satisfied or funds available in the Trust Account will not be available to Acquiror on the Closing Date.

(c) As of the date hereof, Acquiror does not have, or have any present intention, agreement, arrangement, or understanding to enter into or incur, any obligations with respect to or under any Indebtedness.

5.9 Taxes.

(a) All material Tax Returns required by Law to be filed by Acquiror, if any, have been duly and timely filed (after giving effect to any valid extensions of time in which to make such filings).

(b) All material amounts of Taxes shown due on any Tax Returns of Acquiror and all other material amounts of Taxes owed by Acquiror have been timely paid.

(c) Except where the failures to do so would not, individually or in the aggregate, reasonably be expected to have an Acquiror Material Adverse Effect, Acquiror has (i) withheld all material amounts of Taxes required to have been withheld by it in connection with amounts paid to any employee, independent contractor, director, agent, manager, supplier, lender, creditor, stockholder, or any other third party and (ii) remitted such amounts required to have been remitted to the appropriate Governmental Authority. All Forms W-2 or 1099 or other Tax Returns required with respect thereto have been properly completed and timely filed.

(d) Acquiror is not currently engaged in any material audit, administrative, or judicial proceeding with a taxing authority with respect to Taxes. Acquiror has not received any written notice from a taxing authority of a proposed deficiency of a material amount of Taxes, other than any such deficiencies that have since been resolved. No written claim has been made by any Governmental Authority in a jurisdiction where Acquiror does not file a Tax Return that such entity is or may be subject to Taxes by that jurisdiction in respect of Taxes that would be the subject of such Tax Return, which claim has not been resolved. There are no outstanding agreements extending or waiving the statutory period of limitations applicable to any claim for, or the period for the collection or assessment or reassessment of, material Taxes of Acquiror, and no written request for any such waiver or extension is currently pending.

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(e) To the knowledge of Acquiror, there are no facts, circumstances, or plans that, either alone or in combination, could reasonably be expected to prevent the Transactions from qualifying for the Intended Tax Treatment.

(f) Other than the representations and warranties set forth in Section 5.6, this Section 5.9 contains the exclusive representations and warranties of Acquiror with respect to Tax matters. Nothing in this Section 5.9 shall be construed as providing a representation or warranty with respect to (i) any taxable period (or portion thereof) beginning following the Closing Date or (ii) the existence, amount, expiration date, or limitations on (or availability of) any Tax attribute.

5.10 Brokers' Fees. Except for a marketing fee payable in 250,000 shares of PubCo Common Stock to A.G.P./Alliance Global Partners upon the consummation of the Transactions, as amended from the disclosure in Acquiror's Registration Statement on Form S-1 as filed with the SEC on November 20, 2021, as amended, no broker, finder, investment banker, or other Person is entitled to any brokerage fee, finder's fee, or other commission (including any deferred underwriting commission) in connection with the transactions contemplated by this Agreement or as a result of the Closing, in each case, including based upon arrangements made by Acquiror or Merger Sub or any of their respective Affiliates, including the Sponsor.

5.11 Acquiror SEC Reports; Financial Statements; Sarbanes-Oxley Act.

(a) Acquiror has filed in all required reports, schedules, forms, statements, and other documents required to be filed by it with the SEC since the date of incorporation of the Acquiror (collectively, as they have been amended since the time of their filing and including all exhibits thereto, the "**Acquiror SEC Reports**"). None of the Acquiror SEC Reports, as of their respective dates (or if amended or superseded by a filing prior to the date of this Agreement or the Closing Date, then on the date of such filing), contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The audited financial statements and unaudited interim financial statements (including, in each case, the notes and schedules thereto) included in the Acquiror SEC Reports complied as to form in all material respects with the published rules and regulations of the SEC with respect thereto, were prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto and except with respect to unaudited statements as permitted by Form 10-Q of the SEC), and fairly present (subject, in the case of the unaudited interim financial statements included therein, to normal year-end adjustments and the absence of complete footnotes) in all material respects the financial position of Acquiror as of the respective dates thereof and the results of their operations and cash flows for the respective periods then ended.

(b) Acquiror has established and maintains disclosure controls and procedures (as defined in Rule 1315 under the Exchange Act). Such disclosure controls and procedures are designed to ensure that material information relating to Acquiror and other material information required to be disclosed by Acquiror in the reports and other documents that it files or furnishes under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the rules and forms of the SEC, and that all such material information is accumulated and communicated to Acquiror's principal executive officer and its principal financial officer as appropriate to allow timely decisions regarding required disclosure and to make the certifications required pursuant to Sections 302 and 906 of the Sarbanes-Oxley Act. Such disclosure controls and procedures are effective in timely alerting Acquiror's principal executive officer and principal financial officer to material information required to be included in Acquiror's periodic reports required under the Exchange Act.

(c) Acquiror has established and maintained a system of internal controls. Such internal controls are sufficient to provide reasonable assurance regarding the reliability of Acquiror's financial reporting and the preparation of Acquiror's financial statements for external purposes in accordance with GAAP.

(d) There are no outstanding loans or other extensions of credit made by Acquiror to any executive officer (as defined in Rule 3b-7 under the Exchange Act) or director of Acquiror. Acquiror has not taken any action prohibited by Section 402 of the Sarbanes-Oxley Act.

(e) Neither Acquiror (including any employee thereof) nor Acquiror's independent auditors has identified or been made aware of (i) any significant deficiency or material weakness in the system of internal accounting controls utilized by Acquiror, (ii) any fraud, whether or not material, that involves Acquiror's management or other employees who have a role in the preparation of

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financial statements or the internal accounting controls utilized by Acquiror, or (iii) any claim or allegation regarding any of the foregoing.

(f) As of the date hereof, there are no outstanding SEC comments from the SEC with respect to the Acquiror SEC Reports. None of the Acquiror SEC Reports filed on or prior to the date hereof is subject to ongoing SEC review or investigation as of the date hereof.

5.12 Business Activities; Absence of Changes.

(a) Since its incorporation, Acquiror has not conducted any business activities other than activities directed toward the accomplishment of a Business Combination. Except as set forth in the Acquiror Organizational Documents, there is no agreement, commitment, or Governmental Order binding upon Acquiror or to which Acquiror is a party that has had or would reasonably be expected to have the effect of prohibiting or impairing any business practice of Acquiror or any acquisition of property by Acquiror or the conduct of business by Acquiror as currently conducted or as contemplated to be conducted as of the Closing other than such effects, individually or in the aggregate, that have not had and would not reasonably be expected to have an Acquiror Material Adverse Effect.

(b) Acquiror does not own or have a right to acquire, directly or indirectly, any interest or investment (whether equity or debt) in any corporation, partnership, joint venture, business, trust, or other entity. Except for this Agreement and the Transactions, Acquiror has no interests, rights, obligations, or liabilities with respect to, and is not party to, bound by, or has its assets or property subject to, in each case whether directly or indirectly, any Contract or transaction that is, or could reasonably be interpreted as constituting, a Business Combination.

(c) Except for (i) this Agreement and the agreements expressly contemplated hereby (including any agreements permitted by Section 7.1) and (ii) with respect to fees and expenses of Acquiror's legal, financial, and other advisors or in connection with Acquiror's directors' and officers' liability insurance policy, Acquiror is not, and at no time has been, party to any Contract with any other Person that would require payments by Acquiror in excess of $150,000 monthly, $250,000 in the aggregate annually with respect to any individual Contract, or more than $500,000 in the aggregate annually when taken together with all other Contracts (other than this Agreement and the agreements expressly contemplated hereby (including any agreements permitted by Section 7.1).

(d) There is no liability, debt, or obligation against Acquiror or its Subsidiaries, except for liabilities and obligations (i) reflected or reserved for on Acquiror's consolidated balance sheet for the quarterly period ended June 30, 2023 or disclosed in the notes thereto (other than any such liabilities not reflected, reserved, or disclosed as are not and would not be, in the aggregate, material to Acquiror and its Subsidiaries, taken as a whole) or (ii) that have arisen since the date of Acquiror's consolidated balance sheet for the quarterly period ended June 30, 2023 in the ordinary course of the operation of business of Acquiror and its Subsidiaries (other than any such liabilities as are not and would not be, in the aggregate, material to Acquiror and its Subsidiaries, taken as a whole).

(e) Since its organization, Merger Sub has not conducted any business activities other than activities directed toward the accomplishment of the Merger. Except as set forth in Merger Sub's organizational documents, there is no agreement, commitment, or Governmental Order binding upon Merger Sub or to which Merger Sub is a party that has had or would reasonably be expected to have the effect of prohibiting or impairing any business practice of Merger Sub or any acquisition of property by Merger Sub or the conduct of business by Merger Sub as currently conducted or as contemplated to be conducted as of the Closing other than such effects, individually or in the aggregate, that have not had and would not reasonably be expected to have an Acquiror Material Adverse Effect.

(f) Merger Sub does not own or have a right to acquire, directly or indirectly, any interest or investment (whether equity or debt) in any corporation, partnership, joint venture, business, trust, or other entity.

(g) Merger Sub was formed solely for the purpose of effecting the Merger and has not engaged in any business activities or conducted any operations other than in connection with the Merger and has no, and at all times prior to the Effective Time except as contemplated by this Agreement or the Ancillary Documents to this Agreement will have no, assets, liabilities, or obligations of any kind or nature whatsoever other than those incident to its formation.

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(h) Since the date of Acquiror's formation through and including the date of this Agreement,

(i) there has not been any change, development, condition, occurrence, event, or effect relating to the Acquiror or its Subsidiaries that, individually or in the aggregate, resulted in, or would reasonably be expected to result in, an Acquiror Material Adverse Effect and (ii) Acquiror and its Subsidiaries have not taken any action that would require the consent of the Company pursuant to Section 7.1 if such action had been taken after the date of this Agreement.

5.13 Registration Statement. As of the time the Registration Statement becomes effective under the Securities Act, the Registration Statement (together with any amendments or supplements thereto) will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided*, *however*, that Acquiror makes no representations or warranties as to the information contained in or omitted from the Registration Statement in reliance upon and in conformity with information furnished in writing to Acquiror by or on behalf of the Company for inclusion in the Registration Statement.

5.14 No Outside Reliance. Notwithstanding anything contained in this Article V or any other provision hereof, Acquiror and Merger Sub and its other Affiliates and any of its and their respective directors, officers, employees, stockholders, partners, members, or Representatives, acknowledge and agree that Acquiror and Merger Sub have made their own investigation of the Company and that they are relying only on that investigation and the specific representations and warranties set forth in this Agreement, and not on any other representation or statement made by the Company nor any of its Affiliates or any of their respective directors, officers, employees, stockholders, partners, members, agents, or Representatives, and that none of such persons is making or has made any representation or warranty whatsoever, express or implied, other than those expressly given by the Company in Article IV, including, without limitation, any other implied warranty or representation as to condition, merchantability, suitability, or fitness for a particular purpose or trade as to any of the assets of the Company. Without limiting the generality of the foregoing, it is understood that any cost estimates, financial or other projections, or other predictions that may be contained or referred to in the Acquiror and Merger Sub Schedules or elsewhere, as well as any information, documents, or other materials (including any such materials contained in any "data room" (whether or not accessed by Acquiror or its representatives)) or management presentations that have been or shall hereafter be provided to Acquiror or any of its Affiliates, agents, or representatives are not and will not be deemed to be representations or warranties of the Company, and no representation or warranty is made as to the accuracy or completeness of any of the foregoing except as may be expressly set forth in Article IV of this Agreement. Except as otherwise expressly set forth in this Agreement, Acquiror understands and agrees that any assets, properties, and business of the Company are furnished "as is," "where is" and subject to and except as otherwise provided in the representations and warranties of the Company expressly set forth in Article IV or any certificate delivered in accordance with Section 9.2(c), with all faults and without any other representation or warranty of any nature whatsoever.

5.15 Capitalization.

(a) As of the date of this Agreement, the authorized capital stock of the Acquiror consists of 50,000,000 shares of Common Stock, par value $0.0001 per share and 1,000,000 shares of preferred stock, par value $0.0001 per share, of which 3,403,530 shares of Common Stock are issued and outstanding as of the date hereof and no shares of preferred stock are issued and outstanding. 11,876,000 shares of Common Stock are reserved for issuance upon the exercise of the Acquiror Warrants. All of the issued and outstanding shares of Acquiror Common Stock and Acquiror Warrants (including the shares of Acquiror Common Stock underlying the Acquiror Warrants) (i) have been duly authorized and validly issued and are fully paid and nonassessable, (ii) were issued in compliance in all material respects with applicable Law, (iii) were not issued in breach or violation of any preemptive rights or Contract, and (iv) are fully vested and not otherwise subject to a substantial risk of forfeiture within the meaning of Code Section 83.

(b) Except for this Agreement and the Acquiror Warrants, there are (i) no subscriptions, calls, options, warrants, rights, or other securities convertible into or exchangeable or exercisable for shares of Acquiror Common Stock or any other equity interests of Acquiror, or any other Contracts to which Acquiror is a party or by which Acquiror is bound, obligating (or in lieu of a cash payment, allowing) Acquiror to issue or sell any shares of capital stock of, other equity interests in, or debt securities of, Acquiror and (ii) no equity equivalents, stock appreciation rights, phantom stock ownership interests, or similar rights in Acquiror. Except as otherwise required by Acquiror's Organizational Documents in order to consummate the transactions contemplated hereby, there are no outstanding contractual obligations of Acquiror to repurchase, redeem, or otherwise acquire any securities or equity interests

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of Acquiror. There are no outstanding bonds, debentures, notes, or other Indebtedness of Acquiror having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matter for which Acquiror's stockholders may vote. Acquiror is not a party to any stockholders' agreement, voting agreement, or registration rights agreement relating to Acquiror Common Stock or any other equity interests of Acquiror. Acquiror does not own any capital stock or any other equity interests in any other Person or has any right, option, warrant, conversion right, stock appreciation right, redemption right, repurchase right, agreement, arrangement, or commitment of any character under which a Person is or may become obligated to issue or sell, or give any right to subscribe for or acquire, or in any way dispose of, any shares of the capital stock or other equity interests, or any securities or obligations exercisable or exchangeable for or convertible into any shares of the capital stock or other equity interests, of such Person. There are no securities or instruments issued by or to which Acquiror is a party containing anti-dilution or similar provisions that will be triggered by the consummation of the Transactions, in each case, that have not been, or will not be, waived on or prior to the Closing Date.

(c) As of the date hereof, the authorized share capital of Merger Sub consists of 1,000 shares of common stock, par value $0.0001 per share, of which 10 shares are issued and outstanding and beneficially held (and held of record) solely by Acquiror as of the date of this Agreement.

5.16 Nasdaq Stock Market Listing. The Acquiror Units, the Acquiror Public Warrants, and the issued and outstanding shares of Acquiror Common Stock are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on Nasdaq under the symbols "WAVSU" (with respect to the Acquiror Units), "WAVS" (with respect to the Acquiror Common Stock), and "WAVSW" (with respect to the Acquiror Public Warrants). Acquiror is in compliance in all material respects with the rules of the Nasdaq and there is no action or proceeding pending or, to the knowledge of Acquiror, threatened against Acquiror by Nasdaq, the Financial Industry Regulatory Authority, Inc., or the SEC with respect to any intention by such entity to deregister the Acquiror Units, the Acquiror Common Stock, or the Acquiror Public Warrants or terminate the listing of such on Nasdaq. None of Acquiror or its Affiliates has taken any action in an attempt to terminate the registration of the Acquiror Units, the Acquiror Common Stock, or the Acquiror Public Warrants under the Exchange Act.

5.17 Contracts; No Defaults.

(a) The Acquiror SEC Reports filed with the SEC on or prior to the date hereof contain a listing of every "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K of the SEC) (other than confidentiality and non-disclosure agreements and this Agreement) to which, as of the date of this Agreement, Acquiror or one or more of its Subsidiaries is a party or by which any of their respective assets are bound (collectively, "**Material Contracts**"). True, correct, and complete copies or template forms of each such SEC Material Contracts have been delivered to or made available to the Company or its agents or representatives. The Acquiror has not entered into any other Contracts, except (i) this Agreement and the agreements expressly contemplated hereby (including any agreements permitted by Section 7.1), (ii) with Acquiror's legal, financial, and other advisors, (iii) in connection with Acquiror's directors' and officers' liability insurance policy, or (iv) otherwise in the ordinary course of business (the Material Contracts and the Contracts referred to in clauses (i)-(iv), collectively, the "**Acquiror Contracts**").

(b) Each Acquiror Contract was entered into at arm's length and in the ordinary course of business. Except for any Acquiror Contract that has terminated or will terminate upon the expiration of the stated term thereof prior to the Closing Date, with respect to any Acquiror Contract (i) such Acquiror Contract is in full force and effect and represents the legal, valid, and binding obligations of Acquiror or its Subsidiaries party thereto and, to the knowledge of Acquiror, represents the legal, valid, and binding obligations of the other parties thereto, and, to the knowledge of Acquiror, is enforceable by Acquiror or its Subsidiaries to the extent a party thereto in accordance with their terms, subject in all respects to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law), (ii) none of Acquiror, its Subsidiaries or, to the knowledge of Acquiror, any other party thereto is in material breach of or material default (or would be in material breach, violation or default but for the existence of a cure period) under any such Acquiror Contract, (iii) since the dates of their respective incorporations, neither Acquiror nor its Subsidiaries has received any written or, to the knowledge of Acquiror, oral claim or notice of material breach of or material default under any such Acquiror Contract, (iv) to the knowledge of Acquiror, no event has occurred that, individually or together with other events, would reasonably be expected to result in a material breach of or a material default under any such Acquiror Contract by Acquiror or its Subsidiaries or, to the knowledge of Acquiror, any other party thereto (in each case, with or without notice or lapse of time or both), and (v) since the dates of their respective incorporations, through the date hereof, neither

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Acquiror nor its Subsidiaries has received written notice from any other party to any such Acquiror Contract that such party intends to terminate or not renew any such Contract.

5.18 Title to Property. Neither Acquiror nor any of its Subsidiaries (a) owns or leases any real or personal property or (b) is a party to any agreement or option to purchase any real property, personal property, or other material interest therein.

5.19 Investment Company Act. Neither Acquiror nor any of its Subsidiaries is an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

5.20 Affiliate Agreements. None of Acquiror or its Subsidiaries is a party to any transaction, agreement, arrangement, or understanding with any (i) present or former executive officer or director of any of Acquiror or its Subsidiaries, (ii) beneficial owner (within the meaning of Section 13(d) of the Exchange Act) of 5% or more of the capital stock or equity interests of any of the Company, or (iii) Affiliate, "associate, " or member of the "immediate family" (as such terms are respectively defined in Rules 12b-2 and 161 under the Exchange Act) of any of the foregoing (each of the foregoing, an "**Acquiror Affiliate Agreement**").

5.21 Sponsor Support Agreement. Acquiror has delivered to the Company a true, correct, and complete copy of the Sponsor Support Agreement. The Sponsor Support Agreement is in full force and effect and has not been withdrawn or terminated, or otherwise amended or modified, in any respect, and no withdrawal, termination, amendment, or modification is contemplated by Acquiror. The Sponsor Support Agreement is a legal, valid, and binding obligation of Acquiror and, to the knowledge of Acquiror, each other party thereto and neither the execution or delivery by any party thereto of, nor the performance of any party's obligations under, the Sponsor Support Agreement violates any provision of, or results in the breach of or default under, or requires any filing, registration, or qualification under, any applicable Law. No event has occurred that, with or without notice, lapse of time, or both, would constitute a default or breach on the part of Acquiror under any term or condition of the Sponsor Support Agreement.

5.22 Reserved.

ARTICLE VI

COVENANTS OF THE COMPANY

6.1 Conduct of Business. From the date of this Agreement until the earlier of the Closing Date or the termination of this Agreement in accordance with its terms (the "**Interim Period**"), the Company shall and shall cause its Subsidiaries to, except (1) as set forth on Schedule 6.1, (2) as expressly contemplated by this Agreement, (3) as consented to by Acquiror in writing (which consent shall not be unreasonably conditioned, withheld, denied, or delayed), or (4) as may be required by Law, conduct and operate its business in the ordinary course of business, and, to the extent consistent therewith, use its commercially reasonable efforts to preserve substantially intact its and its Subsidiaries' business organizations, to keep available the services of its and its Subsidiaries' current officers and employees, and to preserve its and its Subsidiaries' present relationships with customers, suppliers, distributors, licensors, licensees, and other Persons having business relationships with them. Without limiting the generality of the foregoing, except as set forth on Schedule 6.1, as expressly contemplated by this Agreement or as consented to by Acquiror in writing (which consent shall not be unreasonably conditioned, withheld, denied, or delayed), or as may be required by Law, the Company shall not, and shall cause each other Operating Group Company not, during the Interim Period, to:

(a) change or amend its certificate of incorporation or similar formation document, or its bylaws or similar governing document;

(b) (i) make, declare, or pay any dividend or distribution (whether in cash, stock, or property) to its stockholders, members, or partners in their capacities as stockholders, members, or partners (other than dividends from its direct or indirect wholly owned Subsidiaries and ordinary quarterly dividends, consistent with past practice with respect to timing of declaration and payment), (ii) effect any recapitalization, reclassification, split, or other change in its capitalization, or (iii) except pursuant to the Company Stock Plan or related Company Options, issue, repurchase, redeem, or otherwise acquire, or offer to repurchase, redeem, or otherwise acquire, any shares of its capital stock or other equity interests;

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(c) enter into, amend, or modify any material term of (in a manner adverse to the Company), terminate (excluding any expiration in accordance with its terms), or waive or release any material rights, claims, or benefits under, any Material Contract (or any Contract, that, if existing on the date hereof, would have been a Material Contract), any Real Estate Lease Document related to the Leased Real Property, or any collective bargaining or similar agreement (including agreements with works councils and trade unions and side letters) to which any Operating Group Company is a party or by which it is bound, other than entry into, amendments of, modifications of, terminations of, or waivers or releases under, such agreements in the ordinary course of business;

(d) acquire, by merger, consolidation, acquisition of stock or assets, or otherwise, any business or Person or division thereof or make any loans, advances, or capital contributions to or investments in any Person, in each case that would reasonably be expected to prevent, impede, or materially delay the consummation of the Merger or other transactions contemplated by this Agreement or otherwise would not be in the ordinary course of business;

(e) except as set forth on Schedule 6.1(e), sell, transfer, license, sublicense, or otherwise dispose of, covenant not to assert, lease, pledge, or otherwise encumber or subject to any Lien (other than Permitted Liens), abandon, cancel, let lapse, or convey or dispose of any assets, properties, or business of the Company (including Owned Intellectual Property and Owned Company Software), except for real estate transactions in the ordinary course of business or dispositions of obsolete or worthless assets or granting non-exclusive licenses under the Owned Intellectual Property or Owned Company Software, in each case in the ordinary course of business;

(f) adopt or effect a plan of complete or partial liquidation, dissolution, restructuring, recapitalization, or other reorganization (other than as contemplated by this Agreement);

(g) except as set forth on Schedule 6.1(g) or otherwise required pursuant to Company Benefit Plans in effect on the date of this Agreement, applicable Law, or policies or Contracts of any Operating Group Company in effect on the date of this Agreement, (i) increase the compensation payable or that could become payable by the Company or any of its Subsidiaries to directors, officers, employees, or consultants, other than increases in compensation made to non-officer employees or consultants in the ordinary course of business, (ii) promote any officers or employees, except in connection with the Company's annual or quarterly compensation review cycle or as the result of the termination or resignation of any officer or employee, (iii) establish, adopt, enter into, amend, terminate, exercise any discretion under, or take any action to accelerate rights under any Company Benefit Plan, or any plan, agreement, program, policy, trust, fund, or other arrangement that would be a Company Benefit Plan if it were in existence as of the date of this Agreement, or make any contribution to any Company Benefit Plan, other than contributions required by Law, the terms of such Company Benefit plans as in effect on the date hereof, or that are made in the ordinary course of business, or (iv) establish, adopt, enter into, amend, or terminate any collective bargaining or similar agreement (including agreements with works councils and trade unions and side letters) to which the Company is a party or by which it is bound;

(h) fail to maintain its existence;

(i) make any capital expenditures (or commitment to make any capital expenditures) that in the aggregate exceed $500,000, other than any capital expenditure (or series of related capital expenditures) materially consistent with the Company's or applicable other Operating Group Company's annual capital expenditure budget for periods following the date hereof, as made available to Acquiror;

(j) make any material change in any method of financial accounting principles or practices, in each case except for any such change required by a change in GAAP, including pursuant to standards, guidelines, and interpretations of the Financial Accounting Standards Board or any similar organization, or applicable Law;

(k) (i) settle or compromise any material Tax claim, audit, or assessment for an amount in materially excess of the amount reserved or accrued on the Financial Statements of the Company for the year ended December 31, 2023, (ii) make or change any material Tax election, change any annual Tax accounting period, or adopt or change any method of Tax accounting, (iii) amend any material Tax Returns or file claims for material Tax refunds, (iv) enter into any material closing agreement, surrender in writing any right to claim a material Tax refund, offset, or other reduction in Tax liability or consent to any extension or waiver of the limitation period applicable to any material Tax claim or assessment relating to the Company or its Subsidiaries, or (v) enter into any Tax

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sharing, Tax indemnity, Tax allocation, or similar agreement or arrangement (excluding any commercial contract entered into in the ordinary course of business and the subject matter of which is not primarily related to Taxes);

(l) take any action, or knowingly fail to take any action, which action or failure to act would reasonably be expected to prevent or impede the Transactions from qualifying for the Intended Tax Treatment;

(m) enter into any material agreement, agreement in principle, letter of intent, memorandum of understanding, or similar Contract with respect to any joint venture, strategic partnership, or alliance other than in the ordinary course of business;

(n) acquire any fee interest in real property, other than in the ordinary course of business;

(o) enter into, renew, or amend in any material respect any Company Affiliate Agreement (or any Contract that, if existing on the date hereof, would have constituted a Company Affiliate Agreement);

(p) except as set forth on Schedule 6.1(p), waive, release, compromise, settle, or satisfy any pending or threatened material claim (which shall include, but not be limited to, any pending or threatened Action) or compromise or settle any liability, other than in the ordinary course of business or that otherwise do not exceed $250,000 in the aggregate;

(q) except as set forth on Schedule 6.1(q), enter into any material new line of business outside of the business currently conducted by the Company as of the date of this Agreement (it being understood that this Section 6.1(q) shall not restrict the Company from extending its business into new geographies);

(r) terminate or modify in any material respect, or fail to exercise renewal rights with respect to, any material insurance policy;

(s) (i) disclose any source code for any Owned Company Software or any other material Trade Secrets to any Person (other than pursuant to a written agreement sufficient to protect the confidentiality thereof) or (ii) subject any Owned Intellectual Property or Owned Company Software to Copyleft Terms; and

(t) enter into any agreement to do any action prohibited under this Section 6.1.

6.2 Inspection. Except for any information the disclosure of which, in the reasonable judgment of legal counsel of the Company, would result in the loss of attorney-client privilege or contravene any Law or confidentiality obligations to which the Company is bound, the Company shall afford and cause its Subsidiaries to afford to Acquiror and its Representatives reasonable access during the Interim Period, during normal business hours and with reasonable advance notice, in such manner as to not unreasonably interfere with the normal operation of the Company or applicable Subsidiary, to the officers, accountants, agents, properties, offices, and other facilities of the Company or applicable Subsidiary, and to all of their respective properties, books, projections, plans, systems, Contracts, commitments, Tax Returns, records, commitments, and analyses, and shall furnish such Representatives with all financial and operating data and other information concerning the affairs of the Company and its Subsidiaries that as such Representatives may reasonably request and that are in the possession of the Company or its Subsidiaries.

6.3 Notice of Changes. The Company shall give prompt written notice to Acquiror of (a) any representation or warranty made by the Company contained in this Agreement becoming untrue or inaccurate, such that the condition set forth in Section 9.2(a) would not be satisfied, (b) any breach of any covenant or agreement of the Company contained in this Agreement, such that the condition set forth in Section 9.2(b) would not be satisfied, and (c) any event, circumstance, or development that would reasonably be expected to have a Material Adverse Effect; *provided*, *however*, that in each case (i) no such notification shall affect the representations, warranties, covenants, agreements, or conditions to the obligations of the Parties under this Agreement and (ii) no such notification shall be deemed to amend or supplement the Disclosure Schedules or to cure any breach of any covenant or agreement or inaccuracy of any representation or warranty.

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6.4 No Acquiror Common Stock Transactions. From and after the date of this Agreement until the Effective Time, except as otherwise contemplated by this Agreement, the Company shall not engage in any transactions involving the securities of Acquiror without the prior consent of Acquiror if the Company possesses material nonpublic information of the Acquiror.

6.5 No Claim Against the Trust Account. The Company acknowledges that Acquiror is a special purpose acquisition company with the power and privileges to effect a merger, asset acquisition, reorganization, or similar business combination involving the Company and one or more businesses or assets, and the Company has read Acquiror's final prospectus, dated January 11, 2022, and other Acquiror SEC Reports, the Acquiror Organizational Documents, and the Trust Agreement and understands that Acquiror has established the Trust Account described therein for the benefit of Acquiror's public stockholders and that disbursements from the Trust Account are available only in the limited circumstances set forth therein. The Company further acknowledges and agrees that Acquiror's sole assets consist of the cash proceeds of Acquiror's initial public offering and private placements of its securities, and that substantially all of these proceeds have been deposited in the Trust Account for the benefit of its public stockholders. The Company further acknowledges that, if the transactions contemplated by this Agreement are not consummated by January 11, 2024, or such later date as approved by the stockholders of Acquiror to complete a Business Combination, Acquiror will be obligated to return to its stockholders the amounts being held in the Trust Account. Accordingly, the Company (on behalf of itself and its Affiliates) hereby waives any past, present, or future claim of any kind against, and any right to access, the Trust Account, any trustee of the Trust Account and Acquiror to collect from the Trust Account any monies that may be owed to them by Acquiror or any of its Affiliates for any reason whatsoever, and will not seek recourse against the Trust Account at any time for any reason whatsoever. This Section 6.5 shall survive the termination of this Agreement for any reason.

6.6 Proxy Solicitation; Other Actions.

(a) The Company has provided or will provide to Acquiror, for inclusion in the Registration Statement, to be filed by Acquiror hereunder, the Financial Statements, including balance sheets, statements of operations, statements of stockholders' deficit and statements of cash flows as of and for the years ended December 31, 2022 and 2023, prepared in accordance with GAAP and Regulation S-X under the Securities Act (except (x) as otherwise noted therein to the extent permitted by Regulation S-X under the Securities Act, and, in the case of such audited financial statements, audited in accordance with PCAOB auditing standards by a PCAOB qualified auditor and (y) in the case of the unaudited financial statements, subject to normal and recurring year-end adjustments and the absence of notes thereto). The Company shall be available to, and the Company shall use reasonable best efforts to make its officers and employees available to Acquiror and its counsel in connection with responding in a timely manner to comments on the Registration Statement from the SEC.

(b) From and after the date on which the Registration Statement becomes effective under the Securities Act, the Company will give Acquiror prompt written notice of any action taken or not taken by the Company or any of its Subsidiaries, or of any development regarding the Company or any of its Subsidiaries, or of any change in any information supplied by the Company for inclusion in the Registration Statement, in any such case that would cause the Registration Statement to contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements, in light of the circumstances under which they were made, not misleading, or that would otherwise be required to be described in an amendment or supplement to the Registration Statement; *provided*, that, if any such action shall be taken or fail to be taken or such development shall otherwise occur, Acquiror and the Company shall cooperate fully to cause an amendment or supplement to be made promptly to the Registration Statement, such that the Registration Statement no longer contains an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements, in light of the circumstances under which they were made, not misleading; *provided*, *further*, *however*, that no information received by Acquiror pursuant to this Section 6.6 shall operate as a waiver or otherwise affect any representation, warranty, or agreement given or made by the party who disclosed such information, and no such information shall be deemed to change, supplement, or amend the Company Schedules.

(c) Acquiror, on the one hand, and the Company, on the other hand, covenant that none of the information supplied or to be supplied by the Company or the Acquiror, as applicable, for inclusion or incorporation by reference in (i) the Registration Statement or any Form 8-A will, at the time such filing or any amendment or supplement thereto is declared effective by the SEC, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading or (ii) the Proxy Statement will, at the date it is first filed with the SEC in definitive form or mailed or otherwise made available to the stockholders of Acquiror or at the

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time of the Acquiror Special Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. The Registration Statement and any Form 8-A will comply as to form in all material respects with the requirements of the Securities Act and the Exchange Act, respectively, and the rules and regulations thereunder. The Proxy Statement will comply as to form in all material respects with the applicable requirements of the Exchange Act and the rules and regulations thereunder, it being understood that no covenant is made by the Acquiror with respect to statements or omissions made or incorporated by reference therein based on information supplied by or on behalf of the Company for inclusion or incorporation by reference therein.

(d) If, prior to the Effective Time, any event occurs with respect to the Company or any of its Subsidiaries, or any change occurs with respect to other information supplied by or on behalf of the Company for inclusion in the Proxy Statement, the Registration Statement, or a Form 8-A, in each case that is required to be described in an amendment of, or a supplement to, the Proxy Statement, the Registration Statement, or the Form 8-A, then the Company shall promptly notify the Acquiror of such event, and the Company and the Acquiror shall cooperate in the prompt filing with the SEC of any necessary amendment or supplement to the Proxy Statement, the Registration Statement, or the Form 8-A and, as required by applicable Law, in disseminating the information contained in such amendment or supplement to the stockholders of the Acquiror.

6.7 PubCo Nasdaq Listing. The Company shall use its reasonable best efforts to file, prior to the Closing Date, an initial listing application (the "**PubCo Listing Application**") to cause PubCo's common stock and warrants, and units, to be approved for listing on Nasdaq as promptly as practicable following the Closing, subject to official notice of issuance to be listed on Nasdaq.

ARTICLE VII

COVENANTS OF ACQUIROR

7.1 Conduct of Acquiror During the Interim Period.

(a) During the Interim Period, except as set forth on Schedule 7.1 or as expressly contemplated by this Agreement or as consented to by the Company in writing (which consent shall not be unreasonably conditioned, withheld, denied, or delayed), Acquiror shall not and each shall not permit any of its Subsidiaries to:

(i) change, modify or amend the Trust Agreement, the Acquiror Organizational Documents, or the organizational documents of Merger Sub;

(ii) (X) split, combine, or reclassify any of its equity securities, (Y) issue, repurchase, redeem, or otherwise acquire, or offer to issue, repurchase, redeem, or otherwise acquire, any of its equity securities, or (Zi) declare, set aside, or pay any dividend or distribution (whether in cash, stock, property, or otherwise) in respect of, or enter into any Contract with respect to the voting of, any shares of its capital stock (other than dividends from its direct or indirect wholly owned Subsidiaries and ordinary quarterly dividends, consistent with past practice with respect to timing of declaration and payment);

(iii) enter into, or amend or modify any material term of (in a manner adverse to Acquiror or any of its Subsidiaries, including the Company), terminate (excluding any expiration in accordance with its terms), or waive or release any material rights, claims, or benefits under, any Contract of a type required to be listed on Schedule 5.17 (or any Contract that, if existing on the date hereof, would have been required to be listed on Schedule 5.17) or any collective bargaining or similar agreement (including agreements with works councils and trade unions and side letters) to which Acquiror or its Subsidiaries is a party or by which any of such entities is bound;

(iv) waive, release, compromise, settle, or satisfy any pending or threatened claim (which shall include, but not be limited to, any pending or threatened Action) or compromise or settle any liability;

(v) incur, create, assume, repurchase, repay, refinance, guarantee, or otherwise become liable for (whether directly, contingently, or otherwise) any Indebtedness, issue or sell any debt securities or options, warrants, calls, or other rights to acquire any debt securities of the Acquiror or any of its Subsidiaries, guarantee any debt securities of another Person, enter into

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any "keep well" or other Contract to maintain any financial statement condition of any other Person (other than any wholly owned Subsidiary of it), or enter into any arrangement having the economic effect of any of the foregoing;

(vi) issue, sell, pledge, dispose of, or encumber any of its equity;

(vii) acquire, by merger, consolidation, acquisition of stock or assets, or otherwise, any business or Person or division thereof or make any loans, advances, or capital contributions to or investments in any Person;

(viii) adopt or effect a plan of complete or partial liquidation, dissolution, restructuring, recapitalization, or other reorganization;

(ix) make any capital expenditures;

(x) enter into any new line of business outside of the business currently conducted by Acquiror and its Subsidiaries as of the date of this Agreement;

(xi) make any change in financial accounting methods, principles, or practices, except insofar as may have been required by a change in GAAP, including pursuant to standards, guidelines, and interpretations of the Financial Accounting Standards Board or any similar organization, or applicable Law;

(xii) voluntarily fail to maintain, cancel, or materially change coverage under any insurance policy in form and amount equivalent in all material respects to the insurance coverage currently maintained with respect to Acquiror and its Subsidiaries and their assets and properties;

(xiii) sell, transfer, license, sublicense, or otherwise dispose of, covenant not to assert, lease, pledge, or otherwise encumber or subject to any Lien (other than Permitted Liens), abandon, cancel, let lapse, or convey or dispose of any assets, properties, or business of the Acquiror, except for dispositions of obsolete or worthless assets in the ordinary course of business;

(xiv) fail to maintain its existence;

(xv) increase the compensation payable or that could become payable by the Acquiror or any of its Subsidiaries to directors, officers, employees, or consultants, or hire any employee of the Acquiror or any other individual who is providing or will provide services to the Acquiror except to replace terminated employees in the ordinary course of business;

(xvi) (i) settle or compromise any Tax claim, audit, or assessment for an amount materially in excess of the amount reserved or accrued on the Acquiror balance sheet as of June 30, 2023, (ii) make or change any material Tax election, change any annual Tax accounting period, or adopt or change any method of Tax accounting, (iii) amend any material Tax Returns or file claims for material Tax refunds, or (iv) enter into any material closing agreement, surrender in writing any right to claim a material Tax refund, offset or other reduction in Tax liability, or consent to any extension or waiver of the limitation period applicable to any material Tax claim or assessment relating to the Acquiror or its Subsidiaries;

(xvii) take any action, or knowingly fail to take any action, which action or failure to act would reasonably be expected to prevent or impede the Transactions from qualifying for the Intended Tax Treatment;

(xviii) enter into any agreement, agreement in principle, letter of intent, memorandum of understanding, or similar Contract with respect to any joint venture, strategic partnership, or alliance;

(xix) acquire any fee interest in real property, other than in the ordinary course of business;

(xx) enter into, renew, or amend in any material respect any Acquiror Affiliate Agreement;

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(xxi) terminate or modify in any material respect, or fail to exercise renewal rights with respect to, any material insurance policy; or

(xxii) enter into any agreement to do any action prohibited under this Section 7.1.

(b) During the Interim Period, Acquiror shall, and shall cause its Subsidiaries to comply with, and continue performing under, as applicable, the Acquiror Organizational Documents, the Trust Agreement, and all other agreements or Contracts to which Acquiror or its Subsidiaries may be a party.

7.2 Trust Account. Prior to or at the Closing (subject to the satisfaction or waiver of the conditions set forth in Article IX), Acquiror shall make appropriate arrangements to cause the funds in the Trust Account to be disbursed in accordance with the Trust Agreement for the following uses: (a) the redemption of any shares of Acquiror Common Stock in connection with the Offer; (b) the payment of the Outstanding Company Expenses and Outstanding Acquiror Expenses pursuant to Section 3.7; and (c) the balance after payment and disbursement of the amounts required under the foregoing clauses (a) and (b) to be disbursed to PubCo.

7.3 Inspection. Subject to confidentiality obligations and similar restrictions that may be applicable to information furnished to Acquiror or its Subsidiaries by third parties that may be in Acquiror's or its Subsidiaries' possession from time to time, and except for any information that, in the opinion of legal counsel of Acquiror, would result in the loss of attorney-client privilege or other privilege from disclosure or would conflict with any applicable Law or confidentiality obligations to which Acquiror or any of its Subsidiaries is bound, Acquiror shall afford to the Company, its Affiliates, and their respective Representatives reasonable access during the Interim Period, during normal business hours and with reasonable advance notice, to all of their respective properties, books, projections, plans, systems, Contracts, commitments, Tax Returns, records, commitments, analyses, and appropriate officers and employees of Acquiror, and shall furnish such Representatives with all financial and operating data and other information concerning the affairs of Acquiror that are in the possession of Acquiror as such Representatives may reasonably request. The parties shall use commercially reasonable efforts to make alternative arrangements for such disclosure where the restrictions in the preceding sentence apply.

7.4 Acquiror Nasdaq Listing. From the date hereof through the Closing, Acquiror shall use reasonable best efforts to ensure Acquiror remains listed as a public company on, and for shares of Acquiror Common Stock to remain listed on, Nasdaq. Acquiror shall cooperate and support the Company's efforts to file the PubCo Listing Application and in support of having PubCo's common stock be approved for listing on Nasdaq as promptly as practicable following the Closing, subject to official notice of issuance to be listed on Nasdaq.

7.5 Acquiror Public Filings. From the date hereof through the Closing, Acquiror will use reasonable best efforts to keep current and file all reports required to be filed or furnished with the SEC and otherwise comply in all material respects with its reporting obligations under applicable Securities Laws.

7.6 Section 16 Matters. Prior to the Closing, the Acquiror Board, or an appropriate committee of "non-employee directors" (as defined in Rule 16b-3 under the Exchange Act) thereof, shall adopt a resolution consistent with the interpretive guidance of the SEC so that the acquisition of Acquiror Common Stock pursuant to this Agreement and the other agreements contemplated hereby, by any person owning securities of the Company who is expected to become a director or officer (as defined under Rule 161(f) under the Exchange Act) of Acquiror following the Closing shall be an exempt transaction for purposes of Section 16(b) of the Exchange Act pursuant to Rule 16b-3 thereunder.

7.7 Exclusivity. During the Interim Period, Acquiror shall not take, nor shall it permit any of its Affiliates or Representatives to take, whether directly or indirectly, any action to solicit, initiate, continue, or engage in discussions or negotiations with, or enter into any agreement with, or encourage, respond, provide information to, or commence due diligence with respect to, any Person (other than the Company, its stockholders, and/or any of their Affiliates or Representatives), concerning, relating to, or that is intended or is reasonably likely to give rise to or result in, any offer, inquiry, proposal, or indication of interest, written or oral, relating to any Business Combination (a "**Business Combination Proposal**") other than with the Company, its stockholders, and their respective Affiliates and Representatives. Acquiror shall and shall use its reasonable best efforts to cause its Affiliates and Representatives immediately to cease any and all existing discussions or negotiations with any Person conducted prior to the date hereof with respect to, or which is reasonably likely to give rise to or result in, a Business Combination Proposal.

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7.8 Stockholder Action. Acquiror shall notify the Company promptly in connection with the filing of an Action related to this Agreement or the Transaction by any of its stockholders or holders of any Acquiror Warrants against Acquiror or its Subsidiaries or against any of their respective directors or officers (any such action, a "**Stockholder Action**"). Acquiror shall keep the Company reasonably apprised of the defense, settlement, prosecution, or other developments with respect to any such Stockholder Action. Acquiror shall give the Company the opportunity to participate in, subject to a customary joint defense agreement, but not control the defense of any such litigation, to give due consideration to the Company's advice with respect to such litigation. and not to settle any such litigation without the prior written consent of the Company, such consent not to be unreasonably withheld, denied, delayed, or conditioned; *provided*, that, for the avoidance of doubt, Acquiror shall bear all of its costs of investigation and all of its defense and attorneys' and other professionals' fees related to such Stockholder Action.

7.9 Written Consent of Merger Sub. Acquiror shall, promptly after the execution of this Agreement, deliver its written consent, as the sole stockholder of Merger Sub, approving and adopting this Agreement and the Merger pursuant to Section 228 of the DGCL and in accordance with applicable law and the certificate of incorporation and bylaws of Merger Sub, and Acquiror shall promptly deliver to the Company evidence of such action taken by written consent.

7.10 Incentive Equity Plan. Prior to the Closing Date, Acquiror shall approve and, subject to approval of the stockholders of Acquiror, adopt the Acquiror Incentive Plan.

7.11 Obligations as an Emerging Growth Company. Acquiror shall, at all times during the period from the date hereof until the Closing: (a) take all actions necessary to continue to qualify as an "emerging growth company" within the meaning of the Jumpstart Our Business Startups Act of 2012 ("**JOBS Act**") and (b) not take any action that would cause Acquiror not to qualify as an "emerging growth company" within the meaning of the JOBS Act or, at the Effective Time.

ARTICLE VIII

JOINT COVENANTS

8.1 Reserved.

8.2 Support of Transaction. (a) Without limiting any covenant contained in Article VI or Article VII, including the obligations of the Company and Acquiror with respect to the notifications, filings, reaffirmations, and applications described in Section 8.8, which obligations shall control to the extent of any conflict with the succeeding provisions of this Section 8.1, Acquiror and the Company shall each, and shall each cause their respective Subsidiaries to: (a) use commercially reasonable efforts to assemble, prepare, and file any information (and, as needed, to supplement such information) as may be reasonably necessary to obtain as promptly as practicable all governmental and regulatory consents required to be obtained in connection with the Transactions, (b) use commercially reasonable efforts to obtain all material consents and approvals of third parties that any of Acquiror, the Company, or their respective Affiliates are required to obtain in order to consummate the Transactions, including any required approvals of parties to material Contracts with the Company, (c) use commercially reasonable efforts to obtain any financing required for satisfaction of the condition precedent to Closing set forth in Section 9.3(f), and (d) take such other action as may reasonably be necessary or as another party may reasonably request to satisfy the conditions of Article IX or otherwise to comply with this Agreement and to consummate the Transactions as soon as practicable. Notwithstanding the foregoing, in no event shall Acquiror, Merger Sub, or the Company be obligated to bear any expense or pay any fee or grant any concession in connection with obtaining any consents, authorizations, or approvals pursuant to the terms of any Contract to which the Company is a party or otherwise in connection with the consummation of the Transactions.

8.3 Preparation of Registration Statement; Special Meeting; Solicitation of Company Requisite Approval and Company Preferred Stock Requisite Approval. Promptly following the date hereof, Acquiror shall cause to be filed with the SEC a registration statement on Form S-4 (as amended or supplemented from time to time, and including the Proxy Statement contained therein, the "**Registration Statement**") in connection with the registration under the Securities Act of the PubCo Common Stock to be issued under this Agreement, which Registration Statement will also contain the Proxy Statement. Each of Acquiror and the Company shall use its reasonable best efforts to cause the Registration Statement and the Proxy Statement to comply with the rules and regulations promulgated by the SEC, to have the Registration Statement declared effective under the Securities Act as promptly as practicable after such filing and to keep the Registration Statement effective as long as is necessary to consummate the Merger. The Company shall provide all information concerning the Company as may reasonably be requested by Acquiror in connection with the preparation of the

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Registration Statement and the Proxy Statement, including, but not limited to, information about the Company as if it were a registrant on such Registration Statement containing the accompanying Proxy Statement. No such information shall contain an untrue statement of a material fact or and the Company shall not omit to state a material fact necessary in order to make its statements, in light of the circumstances under which they were made, not misleading. Promptly after the Registration Statement is declared effective under the Securities Act, Acquiror will cause the Proxy Statement to be mailed or otherwise transmitted to the stockholders of Acquiror.

(a) Each of Acquiror and the Company shall cooperate and mutually agree upon (such agreement not to be unreasonably withheld, delayed, conditioned, or denied), any response to comments of the SEC or its staff with respect to the Registration Statement and any amendment to the Registration Statement filed in response thereto. If Acquiror or the Company becomes aware that any information contained in the Registration Statement shall have become false or misleading in any material respect or that the Registration Statement is required to be amended in order to comply with applicable Law, then (i) such party shall promptly inform the other parties and (ii) Acquiror, on the one hand, and the Company, on the other hand, shall cooperate and mutually agree upon (such agreement not to be unreasonably withheld, delayed, conditioned, or denied) an amendment or supplement to the Registration Statement. Acquiror and the Company shall use reasonable best efforts to cause the Registration Statement, as so amended or supplemented, to be filed with the SEC and the Proxy Statement to be disseminated to the holders of shares of Acquiror Common Stock, as applicable, in each case pursuant to applicable Law and upon the terms and subject to the conditions of this Agreement and the Acquiror Organizational Documents. Acquiror shall provide the other parties with copies of any written comments, and shall inform such other parties of any oral comments, that Acquiror receives from the SEC or its staff with respect to the Registration Statement promptly after the receipt of such comments and shall give the other parties a reasonable opportunity to review and comment on any proposed written or oral responses to such comments prior to responding to the SEC or its staff.

(b) Acquiror agrees to include provisions in the Proxy Statement and to take reasonable action related thereto with respect to (i) approval of the Merger (the "**Business Combination Proposal**"), (ii) approval of the issuance of PubCo Common Stock in connection with the Transactions in accordance with this Agreement, in each case to the extent required by Nasdaq listing rules (the "**Nasdaq Issuance Proposal**"), (iii) approval of the PubCo Charter (the "**Charter Amendment Proposal**"), (iv) the adoption of changes to the charter ("**Advisory Charter Proposals**"), (v) approval to elect, effective as of the consummation of the Business Combination, certain directors of the Company to serve of the post-Business Combination board of directors (the "**Directors Proposal**"), (vi) the adoption of the Acquiror Incentive Plan (the "**Acquiror Incentive Plan Proposal**"), (vii) approval of the equity line of credit proposal (the "**ELOC Proposal**"**),** (viii) approval of the Nasdaq equity line of credit proposal (the "**Nasdaq ELOC Proposal**"**),** (ix) approval of the Nasdaq Series B Proposal (the "**Nasdaq Series B Proposal**"), (x) approval of the Nasdaq Series D Proposal (the "**Nasdaq Series D Proposal**"), (xi) approval to amend the Acquiror's Certificate of Incorporation to remove from the requirements contained therein limiting the Company's ability to consummate an initial business combination if PubCo would have less than $5,000,001 in net tangible assets upon consummation (the "**NTA Proposal**"), and (xi) approval of any other proposals reasonably necessary or appropriate to consummate the transaction contemplated hereby (the "**Additional Proposal**"; and, together with the Business Combination Proposal, Nasdaq Issuance Proposal, Charter Amendment Proposal, Advisory Charter Proposals, Directors Proposal, Acquiror Incentive Plan Proposal, Nasdaq ELOC Proposal, Nasdaq Series B Proposal, Nasdaq Series D Proposal, and NTA Proposal, the "**Proposals**"). The Acquiror Incentive Plan Proposal shall provide that an aggregate number of shares of PubCo Common Stock equal to 10% of the fully diluted outstanding shares of PubCo Common Stock immediately after the Closing shall be reserved for issuance pursuant to the Acquiror Incentive Plan, subject to annual increases as provided therein. Without the prior written consent of the Company, the Proposals shall be the only matters (other than procedural matters) that Acquiror shall propose to be acted on by Acquiror's stockholders at the Special Meeting.

(c) Acquiror and the Company shall use reasonable best efforts to, as promptly as practicable, and in compliance with applicable Law (i) establish the record date for, duly call, give notice of, convene, and hold the Special Meeting in accordance with the DGCL, (ii) cause the Proxy Statement to be disseminated to Acquiror's stockholders, and (iii) solicit proxies from the holders of Acquiror Common Stock to vote in favor of each of the Proposals. Acquiror shall, through the Acquiror Board, recommend to its stockholders that they approve each of the Proposals (the "**Acquiror Board Recommendation**") and shall include the Acquiror Board Recommendation in the Proxy Statement. The Acquiror Board shall not (and no committee or subgroup thereof shall) change, withdraw, withhold, qualify, or modify, or publicly propose to change, withdraw, withhold, qualify, or modify, the Acquiror Board Recommendation. Notwithstanding the foregoing provisions of this Section 8.3(d), if, on a date for which the Special Meeting is scheduled, Acquiror has not received proxies representing a sufficient number of shares of Acquiror Common Stock to obtain the Acquiror Stockholder Approval, whether or not a quorum is present, Acquiror shall have the right to make one or more successive postponements or adjournments of the Special Meeting.

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(d) The Company shall solicit the Company Requisite Approval and the Company Preferred Stockholder Requisite Approval via written consent as soon as promptly as practicable after the Registration Statement becomes effective. In connection therewith, Acquiror and the Company shall use reasonable best efforts to, as promptly as practicable, (i) cause the Consent Solicitation Statement to be disseminated to the Company Stockholders in compliance with applicable Law, and (iii) solicit written consents from the Company Stockholders to give the Company Requisite Approval and the Company Preferred Stock Requisite Approval. The Company shall, through the Company Board, recommend to the Company Stockholders that they adopt this Agreement, and as relevant, the Omnibus Exchange Agreement (the "**Company Board Recommendation**") and shall include the Company Board Recommendation in the Consent Solicitation Statement. The Company Board shall not (and no committee or subgroup thereof shall) change, withdraw, withhold, qualify, or modify, or publicly propose to change, withdraw, withhold, qualify, or modify, the Company Board Recommendation. The Company will provide Acquiror with copies of all stockholder consents it receives within one (1) Business Day of receipt of the Company Requisite Approval. If the Company Requisite Approval is obtained, then, promptly following the receipt of the required written consents, the Company will prepare and deliver to its stockholders who have not consented the notice required by Section 228(e) of the DGCL. Unless this Agreement has been terminated in accordance with its terms, the Company's obligation to solicit written consents from the Company Stockholders to give the Company Requisite Approval in accordance with this Section 8.3(e) shall not be limited or otherwise affected by the making, commencement, disclosure, announcement, or submission of any Acquisition Proposal.

8.4 Tax Matters.

(a) Transfer Taxes. Notwithstanding anything to the contrary contained herein, the PubCo shall pay all transfer, documentary, sales, use, stamp, registration, value added, or other similar Taxes incurred in connection with the Transactions. PubCo shall, at its own expense, file all necessary Tax Returns with respect to all such Taxes, and, if required by applicable Law, the Group Companies will join in the execution of any such Tax Returns.

(b) Tax Treatment. Acquiror, Merger Sub, and the Company intend that, for U.S. federal income tax purposes, the Transactions shall qualify for the Intended Tax Treatment. None of the parties or their respective Affiliates shall knowingly take or cause to be taken, or knowingly fail to take or knowingly cause to be failed to be taken, any action that would reasonably be expected to prevent qualification for such Intended Tax Treatment. Each party shall, unless otherwise required by a final determination within the meaning of Section 1313(a) of the Code (or any similar state, local or non-U.S. final determination) or a change in applicable Law, or based on a change in the facts and circumstances underlying the Transactions from the terms described in this Agreement, cause all Tax Returns to be filed on a basis of treating the Merger as a "reorganization" within the meaning of Section 368(a) of the Code. Each of the parties agrees to use reasonable best efforts to promptly notify all other parties of any challenge to the Intended Tax Treatment by any Governmental Authority.

(c) The Company, Acquiror, and Merger Sub hereby adopt this Agreement as a "plan of reorganization" within the meaning of Treasury Regulation Sections 1.368-2(g) and 1.368-3(a).

(d) On the Closing Date, the Company shall deliver to Acquiror (i) a certification from the Company meeting the requirements of Treasury Regulations Section 1.1445-2(c)(3) and (ii) a notice of such certification to the Internal Revenue Service pursuant to Treasury Regulations Section 1.897-2(h)(2), in each case, in form and substance reasonably satisfactory to Acquiror, dated as of the Closing Date and duly signed by a responsible corporate officer of the Company.

8.5 Confidentiality; Publicity.

(a) [Reserved.]

(b) None of Acquiror, the Company, or any of their respective Affiliates shall make any public announcement or issue any public communication regarding this Agreement or the transactions contemplated hereby, or any matter related to the foregoing, without first obtaining the prior consent of the Company or Acquiror, as applicable (which consent shall not be unreasonably withheld, denied, conditioned, or delayed), except if such announcement or other communication is required by applicable Law or legal process (including pursuant to the Securities Law or the rules of any national securities exchange), in which case Acquiror or the Company, as applicable, shall use their commercially reasonable efforts to coordinate such announcement or communication

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with the other party, prior to announcement or issuance and allow the other party a reasonable opportunity to comment thereon (which shall be considered by Acquiror or the Company, as applicable, in good faith); *provided*, *however*, that, notwithstanding anything contained in this Agreement to the contrary, each party and its Affiliates may make announcements and may provide information regarding this Agreement and the transactions contemplated hereby to its and their Affiliates, and its and their respective investors, directors, officers, employees, managers, and advisors without the consent of any other party hereto; and *provided*, *further*, that, subject to Section 6.2 and this Section 8.5, the foregoing shall not prohibit any party hereto from communicating with third parties to the extent necessary for the purpose of seeking any third party consent.

8.6 Post-Closing Cooperation; Further Assurances. Following the Closing, each Party shall, on the request of any other Party, execute such further documents, and perform such further acts, as may be reasonably necessary or appropriate to give full effect to the allocation of rights, benefits, obligations, and liabilities contemplated by this Agreement and the transactions contemplated hereby.

8.7 Additional Insurance and Indemnity Matters.

(a) Prior to the Closing, Acquiror and the Company shall reasonably cooperate in order to obtain directors' and officers' liability insurance for PubCo and the Company that shall be effective as of Closing and will cover (i) those Persons who were directors and officers of the Company prior to the Closing and (ii) those Persons who will be the directors and officers of PubCo and its Subsidiaries (including the directors and officers of the Company) at and after the Closing on terms not less favorable than the better of (a) the terms of the current directors' and officers' liability insurance in place for the Company's directors and officers and (b) the terms of a typical directors' and officers' liability insurance policy for a company whose equity is listed on Nasdaq, which policy has a scope and amount of coverage that is reasonably appropriate for a company of similar characteristics (including the line of business and revenues) as PubCo and its Subsidiaries (including the Surviving Company).

(b) Prior to the Effective Time, Acquiror shall obtain, as of the Closing Date a "tail" insurance policy, to the extent available on commercially reasonable terms and at an aggregate cost of no higher than the sum of (x) 300% of the premium of Acquiror's directors' and officers' liabilities insurance policy as of the date of this Agreement plus (y) a dollar amount equal to 3.6% of the amount in clause (x) (intended to cover taxes on such amount), extending coverage for an aggregate period of six (6) years (or such other coverage period as mutually agreed by Acquiror and the Company) providing directors' and officers' liability insurance with respect to claims arising from facts or events that occurred on or before the Closing covering (as direct beneficiaries) those persons who are as of the date of this Agreement currently covered by the Acquiror's directors' and officers' liability insurance policy, of the type and with the amount of coverage no less favorable than those of the directors' and officers' liability insurance maintained as of the date of this Agreement by, or for the benefit of, the Acquiror; *provided*, *however*, that, to the extent a policy as permitted by this Section 8.7(b) is purchased by Purchaser, the aggregate cost of such policy shall be deemed an Outstanding Acquiror Expense.

(c) Prior to the Effective Time, PubCo and the Surviving Company shall indemnify and hold harmless each present and former director or officer of the Company, or any other person who may be a director or officer of the Company prior to the Effective Time, against any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages, or liabilities incurred in connection with any actual or threatened Action or other action, suit, proceeding, or investigation, whether civil, criminal, administrative, or investigative, arising out of or pertaining to matters existing or occurring at or prior to the Effective Time or relating to the enforcement by any such Person of his or her rights under this Section 8.7, whether asserted or claimed prior to, at, or after the Effective Time, to the fullest extent that the Company would have been permitted under applicable Law and its certificate of incorporation, bylaws, or other organizational documents in effect on the date of this Agreement to indemnify such Person, and shall advance expenses (including reasonable attorneys' fees and expenses) of any such Person as incurred to the fullest extent permitted under applicable Law (including, without limitation, in connection with any action, suit, or proceeding brought by any such Person to enforce his or her rights under this Section 8.7). Without limiting the foregoing, PubCo shall, and shall cause the Surviving Company and its Subsidiaries to, (i) maintain for a period of not less than six (6) years from the Effective Time provisions in its certificate of incorporation (if applicable), bylaws, and other organizational documents concerning the indemnification and exoneration (including provisions relating to expense advancement) of officers and directors that are no less favorable to those Persons than the provisions of such certificates of incorporation (if applicable), bylaws, and other organizational documents as of the date of this Agreement and (ii) not amend, repeal, or otherwise modify such provisions in any respect that would adversely affect the rights of those Persons thereunder, in each case, except as required by Law. PubCo shall

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assume, and be liable for, and shall cause the Surviving Company and its respective Subsidiaries to honor, each of the covenants in this Section 8.7.

(d) Notwithstanding anything contained in this Agreement to the contrary, this Section 8.7 shall survive the consummation of the Merger indefinitely and shall be binding, jointly and severally, on PubCo and the Surviving Company and all successors and assigns of PubCo and the Surviving Company. In the event that PubCo, the Surviving Company, or any of their respective successors or assigns consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or transfers or conveys all or substantially all of its properties and assets to any Person or effects any division transaction, then, and in each such case, PubCo and the Surviving Company shall ensure that proper provision shall be made so that the successors and assigns of PubCo or the Surviving Company, as the case may be, shall succeed to the obligations set forth in this Section 8.7. The obligations of PubCo and the Surviving Company under this Section 8.7 shall not be terminated or modified in such a manner as to affect, materially and adversely, any present and former director or officer of the Company, or other person who may be a director or officer of the Company prior to the Effective Time, to whom this Section 8.7 applies without the consent of the affected Person. The rights of each person entitled to indemnification or advancement hereunder shall be in addition to, and not in limitation of, any other rights such Person may have under the Company Certificate of Incorporation, the bylaws of the Company, any other indemnification arrangement, any applicable law, rule, or regulation or otherwise. The provisions of this Section 8.7 are expressly intended to benefit, and are enforceable by, each Person entitled to indemnification or advancement hereunder and their respective successors, heirs, and representatives, each of whom is an intended third-party beneficiary of this Section 8.7.

8.8 HSR Act and Regulatory Approvals.

(a) In connection with the transactions contemplated by this Agreement, each of Acquiror and the Company shall comply promptly but in no event later than ten (10) Business Days after the date hereof with the notification and reporting requirements of the HSR Act, if applicable. Each of Acquiror and the Company shall furnish to the other as promptly as reasonably practicable all information required for any application or other filing to be made by such other party pursuant to any Antitrust Law, if applicable. Each of Acquiror and the Company shall substantially comply with any Information or Document Requests.

(b) Each of Acquiror and the Company shall request early termination of any waiting period under the HSR Act, if applicable, and exercise its reasonable best efforts to (i) obtain termination or expiration of the waiting period under the HSR Act, if applicable, and consents or approvals pursuant to any other applicable Antitrust Laws, (ii) prevent the entry in any Action brought by a Regulatory Consent Authority or any other Person of any Governmental Order which would prohibit, make unlawful or delay the consummation of the transactions contemplated by this Agreement, and (iii) if any such Governmental Order is issued in any such Action, cause such Governmental Order to be lifted.

(c) Each of Acquiror and the Company shall cooperate in good faith with the Regulatory Consent Authorities and exercise its reasonable best efforts to undertake promptly any and all action required to complete lawfully the transactions contemplated by this Agreement as soon as practicable (but in any event prior to the Termination Date) and any and all action necessary or advisable to avoid, prevent, eliminate, or remove any impediment under Antitrust Law or the actual or threatened commencement of any proceeding in any forum by or on behalf of any Regulatory Consent Authority or the issuance of any Governmental Order that would delay, enjoin, prevent, restrain or otherwise prohibit the consummation of the Merger. Notwithstanding anything in this Agreement to the contrary, nothing in this Section 8.8 or any other provision of this Agreement shall require or obligate the Company's Affiliates and investors, the Acquiror's Affiliates and investors, including the Sponsor, their respective Affiliates, and any investment funds or investment vehicles affiliated with, or managed or advised by, Acquiror's Affiliates and investors, including the Sponsor, or any portfolio company (as such term is commonly understood in the private equity industry) or investment of Acquiror's Affiliates and investors, including the Sponsor, or of any such investment fund or investment vehicle to take any action in connection with avoiding, preventing, eliminating, or removing any impediment under Antitrust Law with respect to the Transactions, including selling, divesting, or otherwise disposing of, licensing, holding separate, or taking or committing to take any action that limits in any respect such Person's or entity's freedom of action with respect to, or its ability to retain, any business, products, rights, services, licenses, assets, or properties of such Person or entity or any of such entity's Subsidiaries or Affiliates, or any interest therein.

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(d) Each of the Acquiror and the Company shall promptly notify the other of any substantive communication with, and furnish to such other party copies of any notices or written communications received by, Acquiror or the Company, as applicable, or any of its respective Affiliates and any third party or Governmental Authority with respect to the transactions contemplated by this Agreement, and each of the Acquiror and the Company shall permit counsel to such other party an opportunity to review in advance, and each of Acquiror and the Company shall consider in good faith the views of such other party's counsel in connection with, any proposed communications by Acquiror or the Company, as applicable, and/or its respective Affiliates to any Governmental Authority concerning the transactions contemplated by this Agreement; *provided*, that neither Acquiror nor the Company shall extend any waiting period or comparable period under the HSR Act, if applicable, or enter into any agreement with any Governmental Authority without the written consent of such other party. Each of the Acquiror and the Company agrees to provide, to the extent permitted by the applicable Governmental Authority, such other party and its counsel the opportunity, on reasonable advance notice, to participate in any substantive meetings or discussions, either in person or by telephone, between such party and/or any of its Affiliates, agents, or advisors, on the one hand, and any Governmental Authority, on the other hand, concerning or in connection with the transactions contemplated hereby. Any materials exchanged in connection with this Section 8.7 may be redacted or withheld as necessary to address reasonable privilege or confidentiality concerns, and to remove references concerning the valuation of the Company or the Acquiror, as applicable, or other competitively sensitive material; *provided*, that each of Acquiror and the Company may, as it deems advisable and necessary, designate any materials provided to such other party under this Section 8.7 as "outside counsel only." Notwithstanding anything in this Agreement to the contrary, nothing in this Section 8.7 or any other provision of this Agreement shall require or obligate the Company or any of its investors or Affiliates to, and Acquiror shall not, without the prior written consent of the Company, agree or otherwise be required to, take any action with respect to the Company, or such investors or Affiliates, including selling, divesting, or otherwise disposing of, licensing, holding separate, or taking or committing to take any action that limits in any respect its freedom of action with respect to, or its ability to retain, any business, products, rights, services, licenses, assets, or properties of the Company or such investors or Affiliates, or any interest therein.

(e) Acquiror and the Company shall each be responsible for one-half of all filing fees, if any, payable to the Regulatory Consent Authorities in connection with the transactions contemplated by this Agreement.

(f) Each of Acquiror and the Company shall not, and shall cause its respective Subsidiaries (as applicable) not to, acquire or agree to acquire, by merging with or into or consolidating with, or by purchasing a portion of the assets of or equity in, or by any other manner, any business or any corporation, partnership, association, or other business organization or division thereof, or otherwise acquire or agree to acquire any assets, or take any other action, if the entering into of a definitive agreement relating to, or the consummation of such acquisition, merger, or consolidation, or the taking of any other action, would reasonably be expected to: (i) impose any delay in the obtaining of, or increase the risk of not obtaining, any authorizations, consents, orders, or declarations of any Regulatory Consent Authorities or the expiration or termination of any applicable waiting period; (ii) increase the risk of any Governmental Authority entering an order prohibiting the consummation of the transaction contemplated hereby; (iii) increase the risk of not being able to remove any such order on appeal or otherwise; or (iv) delay or prevent the consummation of the transactions contemplated hereby. Notwithstanding anything in this Agreement to the contrary, the restrictions and obligations set forth in this Section 8.8(f) shall not apply to or be binding upon Acquiror's Affiliates, the Sponsor, their respective Affiliates, or any investment funds or investment vehicles affiliated with, or managed or advised by, Acquiror's Affiliates, the Sponsor, or any portfolio company (as such term is commonly understood in the private equity industry) or investment of Acquiror's Affiliates, the Sponsor, or any such investment fund or investment vehicle.

8.9 Non-Solicitation; Acquisition Proposals.

(a) Except as expressly permitted by this Section 8.9 or as set forth on Schedule 8.9, from the date of this Agreement until the Effective Time or, if earlier, the valid termination of this Agreement in accordance with Section 11.1, (1) the Company shall not, and shall cause its Representatives not to, directly or indirectly, (i) conduct or engage in any discussions or negotiations with, disclose any non-public information relating to the Company or any of its Subsidiaries to, afford access to the business, properties, assets, books, or records of the Company or any of its Subsidiaries to, or knowingly assist, participate in, facilitate, or encourage any effort by, any third party (or its potential sources of financing) that is seeking to make, or has made, any Acquisition Proposal, (ii) (A) amend or grant any waiver or release under any standstill or similar agreement with respect to any class of equity securities of the Company or any of its Subsidiaries or (B) approve any transaction under, or any third party becoming an "interested stockholder" under, Section 203 of the DGCL, or (iii) enter into any agreement in principle, letter of intent, term sheet, acquisition

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agreement, merger agreement, option agreement, joint venture agreement, partnership agreement, or other Contract relating to any Acquisition Proposal (each, an "**Acquisition Agreement**"), and (2) Acquiror and Merger Sub shall not, and shall cause their Representatives not to, directly or indirectly, (i) conduct or engage in any discussions or negotiations with, disclose any non-public information relating to the Acquiror, Merger Sub, or any of their Subsidiaries to, afford access to the business, properties, assets, books, or records of the Acquiror, Merger Sub, or any of their Subsidiaries to, or knowingly assist, participate in, facilitate, or encourage any effort by, any third party (or its potential sources of financing) that is seeking to make, or has made, any Acquisition Proposal, (ii) (A) amend or grant any waiver or release under any standstill or similar agreement with respect to any class of equity securities of the Acquiror, Merger Sub, or any of their Subsidiaries or (B) approve any transaction under, or any third party becoming an "interested stockholder" under, Section 203 of the DGCL, or (iii) enter into any Acquisition Agreement relating to any Acquisition Proposal. The Company Board shall not effect a Company Adverse Recommendation Change and the Acquiror Board shall not effect an Acquiror Adverse Recommendation Change. Each of the parties shall, and shall cause its respective Subsidiaries and its and its respective Subsidiaries' Representatives to, cease immediately and cause to be terminated any and all existing activities, discussions, or negotiations, if any, with any third party conducted prior to the date hereof with respect to any Acquisition Proposal.

(b) The Company also agrees that, within three (3) Business Days of the execution of this Agreement, the Company shall request each Person (other than the parties and their respective Representatives) that has prior to the date hereof executed a confidentiality agreement in connection with its consideration of acquiring the Company (and with whom the Company has had contact in the three (3) months prior to the date of this Agreement regarding the acquisition of the Company) to return or destroy all confidential information furnished to such Person by or on behalf of it or any of its subsidiaries prior to the date hereof and terminate access to any physical or electronic data room maintained by or on behalf of the Company. The Company shall promptly (and in any event within one (1) Business Day) notify, in writing, Acquiror of the receipt of any inquiry, proposal, offer, or request for information received after the date hereof that constitutes, or could reasonably be expected to result in or lead to, any Acquisition Proposal. The Company shall promptly (and in any event within two (2) Business Days) keep Acquiror reasonably informed of any material developments with respect to any such inquiry, proposal, offer, request for information, or Acquisition Proposal (including any material changes thereto). Without limiting the foregoing, it is understood that any violation of the restrictions contained in this Section 8.9(b) by any Party's Representatives acting on such Party's behalf shall be deemed to be a breach of this Section 8.9(b) by such Party.

(c) For purposes of this Section 8.9, "**Acquisition Proposal**" means, (i) with respect to the Company, an inquiry, proposal, or offer from, or indication of interest in making a proposal or offer by, any Person or group relating to any transaction or series of related transactions (other than the transactions contemplated by this Agreement), involving any: (a) direct or indirect acquisition of assets of such party hereto or its Subsidiaries (including any voting equity interests of Subsidiaries, but excluding sales of assets in the ordinary course of business) equal to 15% or more of the fair market value of such party and its Subsidiaries' consolidated assets or to which 15% or more of such party's and its Subsidiaries' net revenues or net income on a consolidated basis are attributable; (b) direct or indirect acquisition of 15% or more of the voting equity interests of such party hereto or any of its Subsidiaries whose business constitutes 15% or more of the consolidated net revenues, net income, or assets of such party and its Subsidiaries, taken as a whole; (c) merger, consolidation, other business combination, or similar transaction involving such party hereto or any of its Subsidiaries, pursuant to which such Person or group (as defined in Section 13(d) of the Exchange Act) would own 15% or more of the consolidated net revenues, net income, or assets of such party and its Subsidiaries, taken as a whole; (d) liquidation, dissolution (or the adoption of a plan of liquidation or dissolution), or recapitalization or other significant corporate reorganization of such party hereto or one or more of its Subsidiaries that, individually or in the aggregate, generate or constitute 15% or more of the consolidated net revenues, net income, or assets of such party and its Subsidiaries, taken as a whole; or (e) any combination of the foregoing; and (ii) with respect to the Acquiror and Merger Sub, a transaction (other than the transactions contemplated by this Agreement) concerning an initial business combination for Acquiror.

ARTICLE IX

CONDITIONS TO OBLIGATIONS

9.1 Conditions to Obligations of All Parties. The obligations of the parties hereto to consummate, or cause to be consummated, the Merger are subject to the satisfaction of the following conditions, any one or more of which may be waived (if legally permitted) in a joint writing duly executed by all of such parties:

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(a) HSR Act. The applicable waiting period(s) under the HSR Act in respect of the Transactions shall have expired or been terminated.

(b) No Prohibition. There shall not have been enacted or promulgated any Governmental Order, statute, rule, or regulation enjoining or prohibiting the consummation of the Transactions.

(c) Offer Completion. The Offer shall have been completed in accordance with the terms hereof, the Acquiror Organizational Documents, and the Proxy Statement.

(d) [Reserved.]

(e) Acquiror Stockholder Approval. The Acquiror Stockholder Approval shall have been obtained.

(f) Company Requisite Approval. Each of the Company Requisite Approval and the Company Preferred Stock Requisite Approval shall have been obtained.

(g) Omnibus Exchange Agreement. The closing of the transactions contemplated by the Omnibus Exchange Agreement shall have occurred.

9.2 Additional Conditions to Obligations of Acquiror. The obligations of Acquiror to consummate, or cause to be consummated, the Merger are subject to the satisfaction of the following additional conditions, any one or more of which may be waived in writing by Acquiror:

(a) Representations and Warranties.

(i) Each of the representations and warranties of the Company contained in Section 4.1 (*Corporate Organization of the Company*), Section 4.2 (*Company Subsidiaries*, Section 4.3 (*Due Authorization*), Section 4.4 (*No Conflicts*), Section 4.5 (*Government Authorities; Consents*), Section 4.6 (*Capitalization*), and Section 4.16 (*Broker's Fees*) shall be true and correct (without giving any effect to any limitation as to "materiality" or "Material Adverse Effect" or any similar limitation set forth therein) in all respects as of the date hereof and as of the Closing Date, as if made anew at and as of that time (except to the extent such representations and warranties expressly relate to an earlier date, and in such case, shall be true and correct on and as of such earlier date).

(ii) Each of the representations and warranties of the Company contained in this Agreement (other than the representations and warranties of the Company described in Section 9.2(a)(i)) shall be true and correct in all respects as of the date hereof and as of the Closing Date as though then made (except to the extent such representations and warranties expressly relate to an earlier date, and in such case, shall be true and correct on and as of such earlier date).

(b) Agreements and Covenants. Each of the covenants of the Company to be performed or complied with as of or prior to the Closing shall have been performed or complied with in all material respects.

(c) Officer's Certificate. The Company shall have delivered to Acquiror a certificate signed by an officer of the Company, dated the Closing Date, certifying that, to the knowledge and belief of such officer, the conditions specified in Section 9.2(a) and Section 9.2(b) have been fulfilled.

(d) [Reserved.]

(e) Lock-up Agreements. The Lock-up Agreements shall have been duly executed and delivered by the parties thereto and shall represent the valid and binding obligations of such parties in accordance with their terms.

(f) Leak-out Agreements. The Leak-out Agreements shall have been duly executed and delivered by the parties thereto and shall represent the valid and binding obligations of such parties in accordance with their terms.

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(g) No Material Adverse Effect. No Material Adverse Effect shall have occurred since the date of this Agreement or, if one has occurred, it shall not, in the sole, reasonable determination of Acquiror, be continuing as of the Closing Date; *provided*, that, the Company shall promptly, and in good faith, provide Acquiror with all supporting documentation and information with respect to its position that such Material Adverse Effect is no longer continuing as may be reasonably requested by Acquiror to aid Acquiror in such determination.

9.3 Additional Conditions to the Obligations of the Company. The obligation of the Company to consummate the Merger is subject to the satisfaction of the following additional conditions, any one or more of which may be waived in writing by the Company:

(a) Representations and Warranties.

(i) Each of the representations and warranties of Acquiror and Merger Sub contained in this Agreement (other than the representations and warranties of Acquiror and Merger Sub contained in Section 5.1 (*Corporate Organization*), Section 5.2 (*Due Authorization*), and Section 5.15 (*Capitalization*)) (without giving effect to any limitation as to "materiality," "material adverse effect," or any similar limitation set forth therein) shall be true and correct in all material respects as of the date hereof and as of the Closing Date, as if made anew at and as of that time, except with respect to representations and warranties which speak as to an earlier date, which representations and warranties shall be true and correct in all material respects at and as of such date.

(ii) The representations and warranties of Acquiror and Merger Sub contained in Section 5.1 (*Corporate Organization*), Section 5.2 (*Due Authorization*), and Section 5.15 (*Capitalization*) shall be true and correct in all respects, as of the date hereof and as of the Closing Date (immediately prior to the effectiveness of the PubCo Charter), as if made anew at and as of that time.

(b) Agreements and Covenants. Each of the covenants of Acquiror to be performed or complied with as of or prior to the Closing shall have been performed or complied with in all material respects.

(c) Officer's Certificate. Acquiror and Merger Sub shall have delivered to the Company a certificate signed by an officer of Acquiror, dated the Closing Date, certifying that, to the knowledge and belief of such officer, the conditions specified in Section 9.3(a) and Section 9.3(b) have been fulfilled.

(d) PubCo Charter. The Certificate of Incorporation shall be amended and restated in the form of the PubCo Charter.

(e) [Reserved.]

(f) Lock-up Agreements. The persons listed on Schedule 9.3(g) shall have entered into a Lock-up Agreement.

(g) Leak-out Agreements. The persons listed on Schedule 9.3(h) shall have entered into a Leak- out Agreement.

(h) No Material Adverse Effect. No Acquiror Material Adverse Effect shall have occurred since the date of this Agreement or, if one has occurred, it shall not, in the sole, reasonable determination of the Company, be continuing as of the Closing Date; *provided*, that, Acquiror shall promptly, and in good faith, provide the Company with all supporting documentation and information with respect to its position that such Acquiror Material Adverse Effect is no longer continuing as may be reasonably requested by the Company to aid the Company in such determination.

ARTICLE X

TERMINATION; EFFECTIVENESS

10.1 Termination. This Agreement may be terminated and the transactions contemplated hereby abandoned:

(a) by written consent of the Company and Acquiror;

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(b) prior to the Closing, by written notice to the Company from Acquiror if (i) there is any breach of any representation, warranty, covenant, or agreement on the part of the Company set forth in this Agreement (or any breach on the part of the applicable Company Stockholder that is a party to a Company Support Agreement of Section 1 of such Company Support Agreement), such that the conditions specified in Section 9.2(a) or Section 9.2(b) would not be satisfied at the Closing (a "**Terminating Company Breach**"), except that, if such Terminating Company Breach is curable by the Company through the exercise of its commercially reasonable efforts, then, for a period of up to 30 days (or any shorter period of the time that remains between the date Acquiror provides written notice of such violation or breach (which written notice shall be provided promptly upon Acquiror becoming aware of such violation or breach) and the Termination Date) after receipt by the Company of notice from Acquiror of such breach (the "**Company Cure Period**"), such termination shall not be effective, and such termination shall become effective only if the Terminating Company Breach is not cured within the Company Cure Period, (ii) the Closing has not occurred on or before the Termination Date, or (iii) the consummation of the Merger is permanently enjoined or prohibited by the terms of a final, non- appealable Governmental Order or a statute, rule, or regulation; *provided*, that the right to terminate this Agreement under Section 10.1(b)(ii) shall not be available if the failure of Acquiror or Merger Sub to fulfill any obligation under this Agreement has been the primary cause of, or primarily resulted in, the failure of the Closing to occur on or before such date;

(c) prior to the Closing, by written notice to Acquiror from the Company if (i) there is any breach of any representation, warranty, covenant, or agreement on the part of Acquiror or Merger Sub set forth in this Agreement (or any breach on the part of the applicable holder of shares of Acquiror Common Stock that is a party to the Sponsor Support Agreement of Section 1 of such Sponsor Support Agreement), such that the conditions specified in Section 9.2(a) or Section 9.2(b) would not be satisfied at the Closing (a "**Terminating Acquiror Breach**"), except that, if any such Terminating Acquiror Breach is curable by Acquiror or Merger Sub, as applicable, through the exercise of its commercially reasonable efforts, then, for a period of up to thirty (30) days (or any shorter period of the time that remains between the date the Company provides written notice of such violation or breach (which written notice shall be provided promptly upon the Company becoming aware of such violation or breach) and the Termination Date) after receipt by Acquiror of notice from the Company of such breach (the "**Acquiror Cure Period**"), such termination shall not be effective, and such termination shall become effective only if the Terminating Acquiror Breach is not cured within the Acquiror Cure Period, (ii) the Closing has not occurred on or before the Termination Date, (iii) the consummation of the Merger is permanently enjoined or prohibited by the terms of a final, non-appealable Governmental Order or a statute, rule or regulation; *provided*, that the right to terminate this Agreement under Section 10.1(c)(ii) shall not be available if the Company's material failure to fulfill any obligation under this Agreement has been the primary cause of, or primarily resulted in, the failure of the Closing to occur on or before such date; or

(d) by written notice from either the Company or Acquiror to the other if the Acquiror Stockholder Approval is not obtained at the Special Meeting (subject to any adjournment or recess of the meeting).

10.2 Effect of Termination. Except as otherwise set forth in this Section 10.2, in the event of the termination of this Agreement pursuant to Section 10.1, this Agreement shall forthwith become void and have no effect, without any liability on the part of any party hereto or its respective Affiliates, officers, directors, employees, or stockholders, other than liability of any party hereto for any Willful Breach of this Agreement by such party occurring prior to such termination subject to Section 6.6. The provisions of Sections 6.6, 8.5, 10.2, and Article XI (collectively, the "**Surviving Provisions**"), and any other Section or Article of this Agreement referenced in the Surviving Provisions, which are required to survive in order to give appropriate effect to the Surviving Provisions, shall in each case survive any termination of this Agreement. Notwithstanding the foregoing, a failure by Acquiror and Merger Sub to close in accordance with this Agreement when they are obligated to do so shall be deemed to be a Willful Breach of this Agreement.

ARTICLE XI

MISCELLANEOUS

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11.1 Waiver. Any party to this Agreement may, to the fullest extent permitted by applicable Law at any time prior to the Closing and before or after stockholder adoption of this Agreement, by action taken by its board of directors, or officers thereunto duly authorized, waive any of the terms or conditions of this Agreement, or by action taken by its board of directors and without further action on the part of its stockholders to the extent permitted by applicable Law, agree to an amendment or modification to this Agreement in the manner contemplated by Section 11.10 and by an agreement in writing executed in the same manner (but not necessarily by the same Persons) as this Agreement.

11.2 Notices. All notices and other communications among the parties shall be in writing and shall be deemed to have been duly given (i) when delivered in person, (ii) when delivered after posting in the United States mail having been sent registered or certified mail, return receipt requested, postage prepaid, (iii) when delivered by FedEx (or other nationally recognized overnight delivery service), or (iv) when e-mailed during normal business hours (and otherwise as of the immediately following Business Day), addressed as follows:

(a) If to Acquiror or Merger Sub, to:

Western Acquisition Ventures Corp. 42 Broadway, 12th Floor
New York, NY 10004
Attention: James Patrick McCormick
E-mail: jimpmccormick@gmail.com

with a mandatory copy to (which shall not constitute notice):

Seward & Kissel LLP
One Battery Park Plaza
New York, NY 10004
Attention: Keith Billotti
Email: billotti@sewkis.com

(b) If to the Company, to: Cycurion, Inc.

1640 Boro Place, Fourth Floor
McLean, VA 22102
Attention: Emmit McHenry
Email: emit.mchenry@cycurion.com

with a mandatory copy to (which shall not constitute notice):

Clark Hill LLP
555 South Flower Street, 24th Floor Los Angeles, CA 90071
Attention: Randolf W. Katz
Email: rkatz@clarkhill.com

or to such other address or addresses as the parties may from time to time designate in writing.

11.3 Assignment. No Party hereto shall assign this Agreement or any part hereof without the prior written consent of the other Parties. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns. Any attempted assignment in violation of the terms of this Section 11.3 shall be null and void, *ab initio*.

11.4 Rights of Third Parties. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties hereto, any right or remedies under or by reason of this Agreement; *provided*, *however*, that, notwithstanding the foregoing (a) in the event the Closing occurs, the present and former officers and directors of the Company and Acquiror (and their successors, heirs and representatives) are intended third-party beneficiaries of, and may enforce, Section 8.7 and (b) the past, present and future directors, officers, employees, incorporators, members, partners, stockholders, Affiliates, agents, attorneys, advisors and representatives of the parties, and any Affiliate of any of the foregoing (and their successors, heirs, and representatives), are intended third-party beneficiaries of, and may enforce, Sections 11.14 and 11.15.

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11.5 Expenses. Except as otherwise provided herein (including Section 3.7, Section 8.8(e) and Section 8.4(a)), each Party hereto shall bear its own expenses incurred in connection with this Agreement and the transactions herein contemplated whether or not such transactions shall be consummated, including all fees of its legal counsel, financial advisers and accountants.

11.6 Governing Law. This Agreement, the Transactions and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction.

11.7 Captions; Counterparts. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.8 Schedules and Exhibits. The Schedules and Exhibits referenced herein are a part of this Agreement as if fully set forth herein. All references herein to Schedules and Exhibits shall be deemed references to such parts of this Agreement, unless the context shall otherwise require. Any disclosure made by a party in the Schedules with reference to any section or schedule of this Agreement shall be deemed to be a disclosure with respect to all other sections or schedules to which such disclosure may apply solely to the extent the relevance of such disclosure is reasonably apparent on the face of the disclosure in such Schedule. Certain information set forth in the Schedules is included solely for informational purposes.

11.9 Entire Agreement. This Agreement (together with the Schedules and Exhibits to this Agreement) constitutes the entire agreement among the Parties relating to the transactions contemplated hereby and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the Parties or any of their respective Subsidiaries relating to the transactions contemplated hereby. No representations, warranties, covenants, understandings, agreements, oral or otherwise, relating to the transactions contemplated by this Agreement exist between the Parties except as expressly set forth or referenced in this Agreement (together with the Schedules and Exhibits to this Agreement).

11.10 Amendments. This Agreement may be amended or modified in whole or in part, only by a duly authorized agreement in writing executed in the same manner as this Agreement and which makes reference to this Agreement. The approval of this Agreement by the stockholders of any of the Parties shall not restrict the ability of the board of directors of any of the Parties to terminate this Agreement in accordance with Section 10.1 or to cause such Party to enter into an amendment to this Agreement pursuant to this Section 11.10.

11.11 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties.

11.12 Jurisdiction; WAIVER OF TRIAL BY JURY. Any Action based upon, arising out of or related to this Agreement, or the transactions contemplated hereby, shall be brought in the Court of Chancery of the State of Delaware or, if such court declines to exercise jurisdiction, any federal or state court located in the State of Delaware, and each of the Parties irrevocably submits to the exclusive jurisdiction of each such court in any such Action, waives any objection it may now or hereafter have to personal jurisdiction, venue or to convenience of forum, agrees that all claims in respect of the Action shall be heard and determined only in any such court, and agrees not to bring any Action arising out of or relating to this Agreement or the transactions contemplated hereby in any other court. Nothing herein contained shall be deemed to affect the right of any Party to serve process in any manner permitted by Law, or to commence legal proceedings or otherwise proceed against any other Party in any other jurisdiction, in each case, to enforce judgments obtained in any Action brought pursuant to this Section 11.12. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY

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WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION BASED UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

11.13 Enforcement. The Parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the Parties do not perform their obligations under the provisions of this Agreement (including failing to take such actions as are required of them hereunder to consummate this Agreement) in accordance with its specified terms or otherwise breach such provisions. The Parties acknowledge and agree that (a) the Parties shall be entitled to an injunction, specific performance, or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, without proof of damages, prior to the valid termination of this Agreement in accordance with Section 10.1, this being in addition to any other remedy to which they are entitled under this Agreement and (b) the right of specific enforcement is an integral part of the transactions contemplated by this Agreement and without that right, none of the Parties would have entered into this Agreement. Each Party agrees that it will not oppose the granting of specific performance and other equitable relief on the basis that the other Parties have an adequate remedy at Law or that an award of specific performance is not an appropriate remedy for any reason at Law or equity. The Parties acknowledge and agree that any Party seeking an injunction to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 11.13(a) shall not be required to provide any bond or other security in connection with any such injunction.

11.14 Nonsurvival of Representations, Warranties, and Covenants. Except in the case of Fraud, none of the representations, warranties, covenants, obligations, or other agreements in this Agreement or in any certificate, statement, or instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such representations, warranties, covenants, obligations, agreements, and other provisions, shall survive the Closing and shall terminate and expire upon the occurrence of the Effective Time (and there shall be no liability after the Closing in respect thereof), except for (a) those covenants and agreements contained herein or in any Ancillary Document that by their terms expressly apply in whole or in part after the Closing and then only with respect to any breaches occurring after the Closing and (b) this Article XI.

11.15 Stockholder Representative.

(a) Upon approval of this Agreement by the Company Stockholders, each Company Stockholder shall be deemed to have irrevocably appointed Emmit McHenry as its representative and attorney-in- fact (in such capacity, the "**Stockholder Representative**") to serve as the Stockholder Representative for and on behalf of the Company Stockholders, including (i) sending or receiving notices or communications, (ii) entering into amendments or providing waivers of this Agreement or other Ancillary Documents, and (iii) retaining counsel, experts, and other agents (any representatives so retained, the "**Retained Agents**"). Notwithstanding the foregoing, the Stockholder Representative shall have no obligation to act. The Stockholder Representative shall have no liability to any Company Stockholder (or any other Person) with respect to actions taken or omitted to be taken in its capacity as the Stockholder Representative. In the absence of bad faith by the Stockholder Representative, the Stockholder Representative shall be entitled to conclusively rely on the opinions and advice of any Retained Agents; and the fact that any act was taken or omitted to be taken pursuant to the advice of counsel will be conclusive evidence of good faith. The Stockholder Representative may resign at any time after giving thirty (30) days' notice to the Company and the Company Stockholders; *provided*, *however*, in the event of the resignation or removal of the Stockholder Representative, a successor stockholder representative shall be appointed by the last Chief Financial Officer of the Company if he then serves as the Chief Financial Officer of PubCo and, if not, by the then-serving Chief Executive Officer of PubCo.

(b) The Stockholder Representative shall be reimbursed by PubCo for any and all reasonable and documented expenses, disbursements, costs, and advances (including fees and disbursements of Retained Agents) incurred by the Stockholder Representative in his capacity as such.

(c) To the fullest extent permitted by Law, PubCo shall indemnify the Stockholder Representative and hold the Stockholder Representative harmless against any actions, suits, proceedings, claims, costs, amounts paid in settlement, liabilities, losses, damages, and other expenses arising out of or in connection with the acceptance or administration of the Stockholder Representative's duties hereunder.

(d) A decision, act, consent, or instruction of the Stockholder Representative shall constitute a decision of all Company Stockholders and shall be final, binding, and conclusive upon all Company Stockholders. Acquiror is hereby entitled to rely on all

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statements, representations, and decisions of the Stockholder Representative and shall have no liability to the Company Stockholders and the Stockholder Representative in connection with any actions taken or not taken in reliance on such statements, representations, and decisions of the Stockholder Representative.

11.16 Privilege Matters.

(a) Notwithstanding that the Operating Group Companies have, from time to time prior to the date hereof, been represented by Clark Hill LLP (the "**Firm**"), Acquiror agrees that, from and after the Closing, the Firm may represent any Company Stockholder, the Stockholder Representative, and/or any of the Affiliates of the Stockholder Representative in all matters related to this Agreement, including in respect of any indemnification claims pursuant to this Agreement; *provided*, that the Firm shall not use any attorney-client privileged information of the Operating Group Companies that the Firm may receive after the Closing Date. Each party hereto hereby acknowledges, on behalf of itself and its Affiliates, that it hereby waives any conflict arising out of such future representation.

(b) Any attorney-client privilege, attorney work-product protection, and expectation of client confidence attaching to communications with respect to the negotiation and consummation of the transactions contemplated by this Agreement as a result of the Firm's representation of the Operating Group Companies from time to time prior to the Closing, and all information and documents covered by such privilege or protection shall, after the Closing, belong to and be controlled solely by the Stockholder Representative on behalf of the Company Stockholders, and may only be waived by the Stockholder Representative, on behalf of the Company Stockholders. To the extent that Acquiror or any of the Operating Group Companies receives or takes physical possession of any privileged or protected material covered by this Section 11.16 after the Closing, such physical possession or receipt shall not, in any way, be deemed a waiver by the Stockholder Representative or any other Person, of the privileges or protections described in this Section 11.16. Each of the Parties further agrees that it shall not take any actions that might constitute, or otherwise be deemed, a waiver of the privileges or protections described in this Section 11.16.

[*signature page follows*]

IN WITNESS WHEREOF, Acquiror, Merger Sub, the Company, and the Stockholder Representative have caused this Agreement to be executed and delivered as of the date first written above.

WESTERN ACQUISITION VENTURES CORP.

By: /s/ James P. McCormick
Name: James P. McCormick
Title: Chief Executive Officer

WAV MERGER SUB, INC.

By: /s/ James P. McCormick
Name: James P. McCormick
Title: Chief Executive Officer

CYCURION, INC.

By: /s/Alvin McCoy, III
Name: Alvin McCoy, III
Title: Chief Financial Officer

STOCKHOLDER REPRESENTATIVE

/s/ Emmit McHenry
Name: Emmit McHenry

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Exhibit 3.4

SECOND AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF WESTERN ACQUISITION VENTURES CORP.

February 14, 2025

Western Acquisition Ventures Corp., a corporation organized and existing under the laws of the State of Delaware (the "**Corporation**"), DOES HEREBY CERTIFY AS FOLLOWS:

1. The name of the Corporation is "Western Acquisition Ventures Corp.". The original certificate of incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on April 28, 2021 (the "**Original Certificate**").

2. The Amended and Restated Certificate of Incorporation (the "**Amended and Restated Certificate**"), was duly adopted by the Board of Directors of the Corporation (the "**Board**") on January 11, 2022 and the stockholders of the Corporation in accordance with Sections 228, 242, and 245 of the General Corporation Law of the State of Delaware, as amended from time to time (the "**DGCL**").

3. The Amended and Restated Certificate was amended on January 13, 2023, July 11, 2023, January 10, 2024, April 10, 2024, July 2, 2024, October 9, 2024, and January 8, 2025 as filed with the Secretary of State of the State of Delaware.

4. This Second Amended and Restated Certificate (this "**Second Amended and Restated Certificate**") was duly adopted by the Board on January 10, 2025 and the stockholders of the Corporation in accordance with Sections 228, 242, and 245 of the DGCL.

5. This Second Amended and Restated Certificate restates, integrates, and amends the provisions of the Original Certificate and the Amended and Restated Certificate. Certain capitalized terms used in this Second Amended and Restated Certificate are defined where appropriate herein.

6. The text of the Original Certificate and the Amended and Restated Certificate are hereby restated and amended in its entirety to read as follows:

ARTICLE I
NAME

The name of the Corporation is Cycurion, Inc.

ARTICLE II
PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL. In addition to the powers and privileges conferred upon the Corporation by law and those incidental thereto, the Corporation shall possess and may exercise all the powers and privileges that are necessary or convenient to the conduct, promotion or attainment of the business or purposes of the Corporation, including, but not limited to, effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination, involving the Corporation and one or more businesses (a "**Business Combination**").

ARTICLE III
REGISTERED AGENT

The address of the Corporation's registered office in the State of Delaware is 108 W. 13th Street, Suite 100 in the City of Wilmington, County of New Castle, Delaware 19801, and the name of the Corporation's registered agent at such address is Vcorp Services, LLC.

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ARTICLE IV
CAPITALIZATION

Section 4.1 Authorized Capital Stock. The total number of shares of all classes of capital stock, each with a par value of $0.0001 per share, that the Corporation is authorized to issue is 120,000,000 shares, consisting of (a) 100,000,000 shares of common stock (the "**Common Stock**") and (b) 20,000,000 shares of preferred stock (the "**Preferred Stock**").

Section 4.2 Preferred Stock. Subject to Article IX of this Second Amended and Restated Certificate, the Preferred Stock may be issued from time to time in one or more series. The Board is hereby expressly authorized to provide for the issuance of shares of the Preferred Stock in one or more series and to establish from time to time the number of shares to be included in each such series and to fix the voting rights, if any, designations, powers, preferences and relative, participating, optional, and other special rights, if any, of each such series and any qualifications, limitations and restrictions thereof, as shall be stated in the resolution or resolutions adopted by the Board providing for the issuance of such series and included in a certificate of designation (a "**Preferred Stock Designation**") filed pursuant to the DGCL, and the Board is hereby expressly vested with the authority to the full extent provided by law, now or hereafter, to adopt any such resolution or resolutions.

Section 4.3 Common Stock.

(a) Voting. Except as otherwise required by law or this Second Amended and Restated Certificate (including any Preferred Stock Designation and Section 9.8), the holders of the shares of Common Stock shall exclusively possess all voting power with respect to the Corporation.

Subject to the provisions in Article IX hereof, the holders of shares of Common Stock shall be entitled to one vote for each such share on each matter properly submitted to the stockholders on which the holders of the Common Stock are entitled to vote.

Notwithstanding the foregoing, except as otherwise required by law or this Second Amended and Restated Certificate (including any Preferred Stock Designation), the holders of the Common Stock shall not be entitled to vote on any amendment to this Second Amended and Restated Certificate (including any amendment to any Preferred Stock Designation) that relates solely to the terms of one or more outstanding series of the Preferred Stock if the holders of such affected series of Preferred Stock are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Second Amended and Restated Certificate (including any Preferred Stock Designation) or the DGCL.

(b) Dividends. Subject to applicable law, the rights, if any, of the holders of any outstanding series of the Preferred Stock and the provisions of Article IX hereof, the holders of the shares of Common Stock shall be entitled to receive such dividends and other distributions (payable in cash, property or capital stock of the Corporation) when, as and if declared thereon by the Board from time to time out of any assets or funds of the Corporation legally available therefor and shall share equally on a per-share basis in such dividends and distributions.

(c) Liquidation, Dissolution or Winding Up of the Corporation. Subject to applicable law, the rights, if any, of the holders of any outstanding series of the Preferred Stock and the provisions of Article IX hereof, in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation, the holders of shares of Common Stock shall be entitled to receive all of the remaining assets of the Corporation available for distribution to its stockholders, ratably in proportion to the number of shares of Common Stock held by them.

Section 4.4 Rights and Options. The Corporation has the authority to create and issue rights, warrants and options entitling the holders thereof to acquire from the Corporation any shares of its capital stock of any class or classes, with such rights, warrants and options to be evidenced by or in instrument(s) approved by the Board. The Board is empowered to set the exercise price, duration, times for exercise and other terms and conditions of such rights, warrants or options; provided, however, that the consideration to be received for any shares of capital stock issuable upon exercise thereof may not be less than the par value thereof.

ARTICLE V
BOARD OF DIRECTORS

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Section 5.1 Board Powers. The business and affairs of the Corporation shall be managed by, or under the direction of, the Board. In addition to the powers and authority expressly conferred upon the Board by statute, this Second Amended and Restated Certificate or the Bylaws of the Corporation (the "**Bylaws**"), the Board is hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the provisions of the DGCL, this Second Amended and Restated Certificate, and any Bylaws adopted by the stockholders of the Corporation; provided, however, that no Bylaws hereafter adopted by the stockholders of the Corporation shall invalidate any prior act of the Board that would have been valid if such Bylaws had not been adopted.

Section 5.2 Number, Election and Term.

(a) Number. The number of directors of the Corporation shall be fixed from time to time in the manner provided in the Bylaws.

(b) Non-classified Board. The board of directors will not be divided into any classes.

(c) Term. Subject to Section 5.5 hereof, a director shall hold office until the annual meeting for the year in which his/her term expires and until his/her successor has been elected and qualified, subject, however, to such director's earlier death, resignation, retirement, disqualification, or removal.

(d) No Cumulative Voting. The holders of shares of Common Stock shall not have cumulative voting rights with regard to election of directors.

Section 5.3 Newly Created Directorships and Vacancies. Subject to Section 5.5 hereof, newly created directorships resulting from an increase in the number of directors and any vacancies on the Board resulting from death, resignation, retirement, disqualification, removal or other cause may be filled solely and exclusively by a majority vote of the remaining directors then in office, even if less than a quorum, or by a sole remaining director (and not by stockholders), and any director so chosen shall hold office for the remainder of the full term of the class of directors to which the new directorship was added or in which the vacancy occurred and until their successor has been elected and qualified, subject, however, to such director's earlier death, resignation, retirement, disqualification or removal.

Section 5.4 Removal. Subject to Section 5.5 hereof, any or all of the directors may be removed from office at any time, but only for cause and only by the affirmative vote of holders of a majority of the voting power of all then outstanding shares of capital stock of the Corporation then entitled to vote generally in the election of directors, voting together as a single class.

Section 5.5 Preferred Stock – Directors. Notwithstanding any other provision of this Article V, and except as otherwise required by law, whenever the holders of one or more series of the Preferred Stock shall have the right, voting separately by class or series, to elect one or more directors, the term of office, the filling of vacancies, the removal from office and other features of such directorships shall be governed by the terms of such series of the Preferred Stock as set forth in this Second Amended and Restated Certificate (including any Preferred Stock Designation) and such directors shall not be included in any of the classes created pursuant to this Article V unless expressly provided by such terms.

ARTICLE VI
BYLAWS

In furtherance and not in limitation of the powers conferred upon it by law, the Board shall have the power and is expressly authorized to adopt, amend, alter, or repeal the Bylaws. The affirmative vote of a majority of the Board shall be required to adopt, amend, alter, or repeal the Bylaws. The Bylaws also may be adopted, amended, altered, or repealed by the stockholders of the Corporation; provided, however, that, in addition to any vote of the holders of any class or series of capital stock of the Corporation required by law or by this Second Amended and Restated Certificate (including any Preferred Stock Designation), the affirmative vote of the holders of at least a majority of the voting power of all then-outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required for the stockholders of the Corporation to adopt, amend, alter, or repeal the Bylaws; and provided, further, however, that no Bylaws hereafter adopted by the stockholders of the Corporation shall invalidate any prior act of the Board that would have been valid if such Bylaws had not been adopted.

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ARTICLE VII
SPECIAL MEETINGS OF STOCKHOLDERS; ACTION BY WRITTEN CONSENT

Section 7.1 Special Meetings. Subject to the rights, if any, of the holders of any outstanding series of the Preferred Stock, and to the requirements of applicable law, special meetings of stockholders of the Corporation may be called only by the Chairman of the Board, Chief Executive Officer of the Corporation, or the Board pursuant to a resolution adopted by a majority of the Board, and the ability of the stockholders of the Corporation to call a special meeting is hereby specifically denied. Except as provided in the foregoing sentence, special meetings of stockholders of the Corporation may not be called by another person or persons.

Section 7.2 Advance Notice. Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the Bylaws. Stockholders must be provided at least 10 days advance notice for any meeting of stockholders.

Section 7.3 Action by Written Consent. Except as may be otherwise provided for or fixed pursuant to this Second Amended and Restated Certificate (including any Preferred Stock Designation) relating to the rights of the holders of any outstanding series of Preferred Stock, subsequent to the consummation of the Offering, any action required or permitted to be taken by the stockholders of the Corporation must be effected by a duly called annual or special meeting of such stockholders and may not be effected by written consent of the stockholders of the Corporation. other than with respect to which action may be taken by written consent.

ARTICLE VIII
LIMITED LIABILITY; INDEMNIFICATION

Section 8.1 Limitation of Director Liability. Unless a director violated their duty of loyalty to the Corporation or its stockholders, acted in bad faith, knowingly or intentionally violated the law, authorized unlawful payments of dividends, unlawful stock purchases or unlawful redemptions, or derived improper personal benefit from their actions as a director, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL as the same exists or may hereafter be amended. Any amendment, modification or repeal of the foregoing sentence shall not adversely affect any right or protection of a director of the Corporation hereunder in respect of any act or omission occurring prior to the time of such amendment, modification, or repeal.

Section 8.2 Indemnification and Advancement of Expenses.

(a) To the fullest extent permitted by applicable law, as the same exists or may hereafter be amended, the Corporation shall indemnify, defend, and hold harmless each person who is or was made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**proceeding**") by reason of the fact that they are or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, other enterprise or nonprofit entity, including service with respect to an employee benefit plan (an "**indemnitee**"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee, or agent, or in any other capacity while serving as a director, officer, employee or agent, against all liability and loss suffered and expenses (including, without limitation, attorneys' fees, judgments, fines, excise taxes, and penalties under the Employee Retirement Income Security Act of 1974, as amended, and amounts paid in settlement) reasonably incurred by such indemnitee in connection with such proceeding. The Corporation shall to the fullest extent not prohibited by applicable law pay the expenses (including attorneys' fees) incurred by an indemnitee in defending or otherwise participating in any proceeding in advance of its final disposition; provided, however, that, to the extent required by applicable law, such payment of expenses in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking, by or on behalf of the indemnitee, to repay all amounts so advanced if it shall ultimately be determined that the indemnitee is not entitled to be indemnified under this Section 8.2 or otherwise. The rights to indemnification and advancement of expenses conferred by this Section 8.2 shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of his or her heirs, executors, and administrators. Notwithstanding the foregoing provisions of this Section 8.2(a), except for proceedings to enforce rights to indemnification and advancement of expenses, the Corporation shall indemnify and advance expenses to an indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board.

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(b) The rights to indemnification and advancement of expenses conferred on any indemnitee by this Section 8.2 shall not be exclusive of any other rights that any indemnitee may have or hereafter acquire under law, this Second Amended and Restated Certificate, the Bylaws, an agreement, vote of stockholders or disinterested directors, or otherwise.

(c) Any repeal or amendment of this Section 8.2 by the stockholders of the Corporation or by changes in law, or the adoption of any other provision of this Second Amended and Restated Certificate inconsistent with this Section 8.2, shall, unless otherwise required by law, be prospective only (except to the extent such amendment or change in law permits the Corporation to provide broader indemnification rights on a retroactive basis than permitted prior thereto), and shall not in any way diminish or adversely affect any right or protection existing at the time of such repeal or amendment or adoption of such inconsistent provision in respect of any proceeding (regardless of when such proceeding is first threatened, commenced or completed) arising out of, or related to, any act or omission occurring prior to such repeal or amendment or adoption of such inconsistent provision.

(d) This Section 8.2 shall not limit the right of the Corporation, to the extent and in the manner authorized or permitted by law, to indemnify and to advance expenses to persons other than indemnitees.

ARTICLE IX
AMENDMENT OF SECOND AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

The Corporation reserves the right at any time and from time to time to amend, alter, change, add, or repeal any provision contained in this Second Amended and Restated Certificate (including any Preferred Stock Designation, and other provisions authorized by the laws of the State of Delaware at the time in force that may be added or inserted), in the manner now or hereafter prescribed by this Second Amended and Restated Certificate and the DGCL, with the affirmative vote of the holders of at least fifty percent (50%) of all then-outstanding shares of the capital stock of this Corporation entitled to vote thereon; and, except as set forth in Article VIII, all rights, preferences, and privileges of whatever nature herein conferred upon stockholders, directors, or any other persons by and pursuant to this Second Amended and Restated Certificate in its present form or as hereafter amended are granted, subject to the right reserved in this Article IX.

ARTICLE X
EXCLUSIVE FORUM FOR CERTAIN LAWSUITS; CONSENT TO JURISDICTION

Section 10.1 Exclusive Forum for Internal Corporate Claims. Subject to Section 10.2, unless the Corporation consents in writing to the selection of an alternative forum, the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of the Corporation, (b) any action asserting a claim for breach of a fiduciary duty owed by any current or former director, officer, employee, agent, or stockholder of the Corporation to the Corporation or the Corporation's stockholders, (c) any action asserting a claim arising pursuant to any provision of the DGCL, this Second Amended and Restated Certificate of Incorporation (as it may have been subsequently amended or amended and restated), or the By-Laws, or (d) any action asserting a claim governed by the internal affairs doctrine, shall be the Court of Chancery of the State of Delaware (or, if the Court of Chancery of the State of Delaware lacks jurisdiction over any such action or proceeding, then another court of the State of Delaware or, if no court of the State of Delaware has jurisdiction, then the United States District Court for the District of Delaware).

Section 10.2 Exclusive Forum for Federal Securities Laws Claims. The exclusive forum provision provided in Section 10.1 will not apply to suits brought to enforce any duty or liability created by the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), or any other claim for which the federal courts have exclusive jurisdiction. In addition, unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall, to the fullest extent permitted by law, be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended (the "**Securities Act**"), or the rules and regulations promulgated thereunder. Section 27 of the Exchange Act creates exclusive federal jurisdiction over all suits brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder and Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder. As a result, the exclusive forum provision in Section 10.1 will not apply to suits brought to enforce any duty or liability created by the Exchange Act, the Securities Act, or any other claim for which the federal courts have exclusive jurisdiction.

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Section 10.3 Consent to Jurisdiction. If any action the subject matter of which is within the scope of Section 10.1 is filed in a court other than a court located within the State of Delaware (a "**Foreign Action**") in the name of any stockholder, such stockholder shall be deemed to have consented to (a) the personal jurisdiction of the state and federal courts located within the State of Delaware in connection with any action brought in any such court to enforce Section 10.1 (an "**FSC Enforcement Action**") and (b) having service of process made upon such stockholder in any such FSC Enforcement Action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder.

Section 10.4 Severability. If any provision or provisions of this Article X shall be held to be invalid, illegal, or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality, and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article X (including, without limitation, each portion of any sentence of this Article X containing any such provision held to be invalid, illegal, or unenforceable that is not itself held to be invalid, illegal, or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article X.

IN WITNESS WHEREOF, the Corporation has caused this Second Amended and Restated Certificate to be duly executed and acknowledged in its name and on its behalf by an authorized officer as of the date first set forth above.

WESTERN ACQUISITION VENTURES CORP.

By: /s/ L. Kevin Kelly
Name: L. Kevin Kelly
Title: Chief Executive Officer

[*Signature Page to Second Amended and Restated Certificate of Incorporation*]

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Exhibit 3.6

AMENDED AND RESTATED BY-LAWS
OF
CYCURION, INC.

These Amended and Restated Bylaws of Cycurion, Inc., Inc. a Delaware corporation (the "Corporation"), are effective as of February 14, 2025, and hereby amend the restated bylaws of the Corporation in its entirety:

ARTICLE I
OFFICES

Section 1.01 Registered Office. The registered office of the Corporation will be fixed in the certificate of incorporation of the Corporation, as may be amended or restated from time to time (the "**Certificate of Incorporation**").

Section 1.02 Other Offices. The Corporation may, have other offices, both within and without the State of Delaware, as the board of directors of the Corporation (the "**Board**"), from time to time, shall determine or as the business and affairs of the Corporation may require.

ARTICLE II
STOCKHOLDERS MEETINGS

Section 2.01 Place of Meetings. All meetings of the stockholders shall be held at such place, if any, either within or without the State of Delaware, or by means of remote communication, including but not limited to electronic communications, videoconferencing, teleconferencing or other available technology if the corporation has implemented reasonable measures to verify the identity of each person participating through such means as a stockholder and provide the stockholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to communicate, and to read or hear the proceedings of the meetings in a substantially concurrent manner with such proceedings, as shall be designated from time to time by resolution of Board and stated in the notice of meeting. A stockholder participating in a meeting by remote communication is deemed to be present in person at the meeting.

Section 2.02 Annual Meetings. The annual meeting of stockholders for the election of directors and for the transaction of such other business as may property come before the meeting in accordance with these by-laws of the Corporation (the "**By-laws**") shall be held at such date, time, and place, if any as shall be determined by the Board and stated in the notice of the meeting; *provided, however*, that the Board may in its sole discretion determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication pursuant to Section 9.05(a).

Section 2.03 Special Meetings. Subject to the rights of the holders of any outstanding series of the preferred stock, par value $0.0001 per share, of the Corporation ("**Preferred Stock**"), and to the requirements of the General Corporation Law of the State of Delaware, as amended (the "**DGCL**"), special meetings of stockholders, for any purpose or purposes, may be called only by the Chief Executive Officer or the Board pursuant to a resolution adopted by a majority of the Board, and may not be called by any other person. Special meetings of stockholders shall be held at such place, either within or without the State of Delaware, and at such time and on such date as shall be determined by the Board and stated in the Corporation's notice of the meeting, provided that the Board may in its sole discretion determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication pursuant to Section 9.05(a).

Section 2.04 Notices. Written notice of each stockholders meeting stating the place, if any, date, and time of the meeting, and the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting and the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining stockholders entitled to notice of the meeting, shall be given in the manner permitted by Section 9.03 to each stockholder entitled to vote thereat as of the record date for determining the stockholders entitled to notice of the meeting, by the Corporation not less than 10 nor more than 60 days before the date of the meeting unless otherwise required by the DGCL. If said notice is for a stockholders meeting other than an annual meeting, it shall in addition state the purpose or purposes for which the meeting is called, and the business transacted at such meeting shall be limited to the matters so stated in the Corporation's notice of meeting (or any supplement thereto). Any meeting of stockholders as to which notice has been given may be postponed, and any meeting of stockholders as to which notice has been given may be cancelled, by the Board upon public announcement (as defined in Section 2.08(c)) given before the date previously scheduled for such meeting.

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Section 2.05 Quorum. Except as otherwise provided by applicable law, the Certificate of Incorporation, or these By-laws, the presence, in person or by proxy, at a stockholders meeting of the holders of shares of outstanding capital stock of the Corporation representing a majority of the voting power of all outstanding shares of capital stock of the Corporation entitled to vote at such meeting shall constitute a quorum for the transaction of business at such meeting, except that when specified business is to be voted on by a class or series of stock voting as a class, the holders of shares representing a majority of the voting power of the outstanding shares of such class or series shall constitute a quorum of such class or series for the transaction of such business. If a quorum shall not be present or represented by proxy at any meeting of the stockholders of the Corporation, the chairman of the meeting may adjourn the meeting from time to time in the manner provided in Section 2.07 until a quorum shall attend. The stockholders present at a duly convened meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum. Shares of its own stock belonging to the Corporation or to another corporation, if a majority of the voting power of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Corporation or any such other corporation to vote shares held by it in a fiduciary capacity.

Section 2.06 Voting of Shares.

(a) Voting Lists. The Secretary of the Corporation (the "**Secretary**") shall prepare, or shall cause the officer or agent who has charge of the stock ledger of the Corporation to prepare and make, at least 10 days before every meeting of stockholders, a complete list of the stockholders of record entitled to vote at such meeting; provided, however, that if the record date for determining the stockholders entitled to vote is less than 10 days before the meeting date, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date, arranged in alphabetical order and showing the address and the number and class of shares registered in the name of each stockholder. Nothing contained in this Section 2.06(a) shall require the Corporation to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours for a period of at least 10 days prior to the meeting: (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present. If a meeting of stockholders is to be held solely by means of remote communication as permitted by Section 9.05(a), the list shall be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of meeting. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list required by this Section 2.06(a) or to vote in person or by proxy at any meeting of stockholders.

(b) Manner of Voting. At any stockholders meeting, every stockholder entitled to vote may vote in person or by proxy. If authorized by the Board, the voting by stockholders or proxy holders at any meeting conducted by remote communication may be effected by a ballot submitted by electronic transmission (as defined in Section 9.03(c)), provided that any such electronic transmission must either set forth or be submitted with information from which the Corporation can determine that the electronic transmission was authorized by the stockholder or proxy holder. The Board, in its discretion, or the chairman of the meeting of stockholders, in such person's discretion, may require that any votes cast at such meeting shall be cast by written ballot.

(c) Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy expressly provides for a longer period. Proxies need not be filed with the Secretary until the meeting is called to order but shall be filed with the Secretary before being voted. No stockholder shall have cumulative voting rights. Without limiting the manner in which a stockholder may authorize another person or persons to act for such stockholder as proxy, either of the following shall constitute a valid means by which a stockholder may grant such authority:

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(i) A stockholder may execute a writing authorizing another person or persons to act for such stockholder as proxy. Execution may be accomplished by the stockholder or such stockholder's authorized officer, director, employee or agent signing such writing or causing such person's signature to be affixed to such writing by any reasonable means, including, but not limited to, by facsimile signature.

(ii) A stockholder may authorize another person or persons to act for such stockholder as proxy by transmitting or authorizing the transmission of an electronic transmission to the person who will be the holder of the proxy or to a proxy solicitation firm, proxy support service organization or like agent duly authorized by the person who will be the holder of the proxy to receive such transmission, provided that any such electronic transmission must either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the stockholder. Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission authorizing another person or persons to act as proxy for a stockholder may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used; provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission.

(d) Required Vote. Subject to the rights of the holders of one or more series of Preferred Stock, voting separately by class or series, to elect directors pursuant to the terms of one or more series of Preferred Stock, at all meetings of stockholders at which a quorum is present, the election of directors shall be determined by a plurality of the votes cast by the stockholders present in person or represented by proxy at the meeting and entitled to vote thereon. Except as otherwise provided by law, the certificate of incorporation of the corporation or these bylaws, in all matters other than the election of directors, the affirmative vote of the majority of the votes cast by the shares of capital stock of the corporation present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders, provided a quorum is present. Subject to the rights of the holders of any series of preferred stock to elect additional directors under specific circumstances, directors shall be elected by a plurality of the votes cast at a meeting of the stockholders by the holders of stock entitled to vote in the election of directors, provided a quorum is present. All other matters presented to the stockholders at a meeting at which a quorum is present shall be determined by the vote of a majority of the votes cast by the stockholders present in person or represented by proxy at the meeting and entitled to vote thereon, unless the matter is one upon which, by applicable law, the Certificate of Incorporation, these By-laws or applicable stock exchange rules, a different vote is required, in which case such provision shall govern and control the decision of such matter.

(e) Inspectors of Election. The Board may, and shall if required by law, in advance of any meeting of stockholders, appoint one or more persons as inspectors of election, who may be employees of the Corporation or otherwise serve the Corporation in other capacities, to act at such meeting of stockholders or any adjournment thereof and to make a written report thereof. The Board may appoint one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspectors of election or alternates are appointed by the Board, the chairman of the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before discharging his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall ascertain and report the number of outstanding shares and the voting power of each; determine the number of shares present in person or represented by proxy at the meeting and the validity of proxies and ballots; count all votes and ballots and report the results; determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors; and certify their determination of the number of shares represented at the meeting and their count of all votes and ballots. No person who is a candidate for an office at an election may serve as an inspector at such election. Each report of an inspector shall be in writing and signed by the inspector or by a majority of them if there is more than one inspector acting at such meeting. If there is more than one inspector, the report of a majority shall be the report of the inspectors.

Section 2.07 Adjournments. Any meeting of stockholders, annual or special, may be adjourned by the chairman of the meeting, from time to time, whether or not there is a quorum, to reconvene at the same or some other place. Notice need not be given of any such adjourned meeting if the date, time, and place, if any, thereof, and the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. At the adjourned meeting the stockholders, or the holders of any class or series of stock entitled to vote separately as a class, as the case may be, may transact any business that might have been transacted at the original meeting. If the adjournment is for more than 30 days, notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for stockholders entitled to vote is fixed for the adjourned meeting, the Board shall fix

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a new record date for notice of such adjourned meeting in accordance with Section 9.02, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date fixed for notice of such adjourned meeting.

Section 2.08 Advance Notice for Business.

(a) Annual Meetings of Stockholders. No business may be transacted at an annual meeting of stockholders, other than business that is either (i) specified in the Corporation's notice of meeting (or any supplement thereto) given by or at the direction of the Board, (ii) otherwise properly brought before the annual meeting by or at the direction of the Board or (iii) otherwise properly brought before the annual meeting by any stockholder of the Corporation (x) who is a stockholder of record entitled to vote at such annual meeting on the date of the giving of the notice provided for in this Section 2.08(a) and on the record date for the determination of stockholders entitled to vote at such annual meeting and (y) who complies with the notice procedures set forth in this Section 2.08(a). Notwithstanding anything in this Section 2.08(a) to the contrary, only persons nominated for election as a director to fill any term of a directorship that expires on the date of the annual meeting pursuant to Section 3.02 will be considered for election at such meeting.

(i) In addition to any other applicable requirements, for business (other than nominations) to be properly brought before an annual meeting by a stockholder, such stockholder must have given timely notice thereof in proper written form to the Secretary and such business must otherwise be a proper matter for stockholder action. Subject to Section 2.08(a)(iii), a stockholder's notice to the Secretary with respect to such business, to be timely, must be received by the Secretary at the principal executive offices of the Corporation not later than the opening of business on the 90th day nor earlier than the opening of business on the 120th day before the anniversary date of the immediately preceding annual meeting of stockholders; provided, however, that in the event that the annual meeting is more than 30 days before or more than 60 days after such anniversary date, notice by the stockholder to be timely must be so delivered not earlier than the opening of business on the 120th day before the meeting and not later than the later of (x) the opening of business on the 90th day before the meeting or (y) the close of business on the 10th day following the day on which public announcement of the date of the annual meeting is first made by the Corporation. The public announcement of an adjournment or postponement of an annual meeting shall not commence a new time period (or extend any time period) for the giving of a stockholder's notice as described in this Section 2.08(a).

(ii) To be in proper written form, a stockholder's notice to the Secretary with respect to any business (other than nominations) must set forth as to each such matter such stockholder proposes to bring before the annual meeting (A) a brief description of the business desired to be brought before the annual meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event such business includes a proposal to amend these By-laws, the language of the proposed amendment) and the reasons for conducting such business at the annual meeting, (B) the name and record address of such stockholder and the name and address of the beneficial owner, if any, on whose behalf the proposal is made, (C) the class or series and number of shares of capital stock of the Corporation that are owned beneficially and of record by such stockholder and by the beneficial owner, if any, on whose behalf the proposal is made, (D) a description of all arrangements or understandings between such stockholder and the beneficial owner, if any, on whose behalf the proposal is made and any other person or persons (including their names) in connection with the proposal of such business by such stockholder, (E) any material interest of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made in such business and (F) a representation that such stockholder (or a qualified representative of such stockholder) intends to appear in person or by proxy at the annual meeting to bring such business before the meeting.

(iii) The foregoing notice requirements of this Section 2.08(a) shall be deemed satisfied by a stockholder as to any proposal (other than nominations) if the stockholder has notified the Corporation of such stockholder's intention to present such proposal at an annual meeting in compliance with Rule 14a-8 (or any successor thereof) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), and such stockholder has complied with the requirements of such Rule for inclusion of such proposal in a proxy statement prepared by the Corporation to solicit proxies for such annual meeting. No business shall be conducted at the annual meeting of stockholders except business brought before the annual meeting in accordance with the procedures set forth in this Section 2.08(a), provided, however, that once business has been properly brought before the annual meeting in accordance with such procedures, nothing in this Section 2.08(a) shall be deemed to preclude discussion by any stockholder of any such business. If the Board or the chairman of the annual meeting determines that any stockholder proposal was not made in accordance with

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the provisions of this Section 2.08(a) or that the information provided in a stockholder's notice does not satisfy the information requirements of this Section 2.08(a), such proposal shall not be presented for action at the annual meeting. Notwithstanding the foregoing provisions of this Section 2.08(a), if the stockholder (or a qualified representative of the stockholder) does not appear at the annual meeting of stockholders of the Corporation to present the proposed business, such proposed business shall not be transacted, notwithstanding that proxies in respect of such matter may have been received by the Corporation.

(iv) In addition to the provisions of this Section 2.08(a), a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth herein. Nothing in this Section 2.08(a) shall be deemed to affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act.

(b) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. Nominations of persons for election to the Board may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting only pursuant to Section 3.02.

(c) Public Announcement. For purposes of these By-laws, "**public announcement**" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act (or any successor thereto).

Section 2.09 Conduct of Meetings. The chairman of each annual and special meeting of stockholders shall be the Chairman of the Board or, in the absence (or inability or refusal to act) of the Chairman of the Board, the Chief Executive Officer (if he or she shall be a director) or, in the absence (or inability or refusal to act) of the Chief Executive Officer or if the Chief Executive Officer is not a director, the President (if he or she shall be a director) or, in the absence (or inability or refusal to act) of the President or if the President is not a director, such other person as shall be appointed by the Board. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the chairman of the meeting. The Board may adopt such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with these By-laws or such rules and regulations as adopted by the Board, the chairman of any meeting of stockholders shall have the right and authority to convene and to adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the chairman of the meeting, may include, without limitation, the following: (a) the establishment of an agenda or order of business for the meeting; (b) rules and procedures for maintaining order at the meeting and the safety of those present; (c) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (d) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (e) limitations on the time allotted to questions or comments by participants. Unless and to the extent determined by the Board or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure. The secretary of each annual and special meeting of stockholders shall be the Secretary or, in the absence (or inability or refusal to act) of the Secretary, an Assistant Secretary so appointed to act by the chairman of the meeting. In the absence (or inability or refusal to act) of the Secretary and all Assistant Secretaries, the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.10 Consents in Lieu of Meeting. Unless otherwise provided by the Certificate of Incorporation, until the Corporation consummates an initial public offering, any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock entitled to vote thereon having not less than the minimum number of votes that would be necessary to authorize or take such action at

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a meeting at which all shares entitled to vote thereon were present and voted, and shall be delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

Every written consent shall bear the date of signature of each stockholder who signs the consent, and no written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the earliest dated consent delivered in the manner required by this section and the DGCL to the Corporation, written consents signed by a sufficient number of holders entitled to vote to take action are delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

ARTICLE III
DIRECTORS

Section 3.01 Powers; Number. The business and affairs of the Corporation shall be managed by or under the direction of the Board, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these By-laws required to be exercised or done by the stockholders. Directors need not be stockholders or residents of the State of Delaware. Subject to the Certificate of Incorporation, the number of directors shall be fixed exclusively by resolution of the Board.

Section 3.02 Advance Notice for Nomination of Directors.

(a) Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Corporation, except as may be otherwise provided by the terms of one or more series of Preferred Stock with respect to the rights of holders of one or more series of Preferred Stock to elect directors. Nominations of persons for election to the Board at any annual meeting of stockholders, or at any special meeting of stockholders called for the purpose of electing directors as set forth in the Corporation's notice of such special meeting, may be made (i) by or at the direction of the Board or (ii) by any stockholder of the Corporation (x) who is a stockholder of record entitled to vote in the election of directors on the date of the giving of the notice provided for in this Section 3.02 and on the record date for the determination of stockholders entitled to vote at such meeting and (y) who complies with the notice procedures set forth in this Section 3.02.

(b) In addition to any other applicable requirements, for a nomination to be made by a stockholder, such stockholder must have given timely notice thereof in proper written form to the Secretary. To be timely, a stockholder's notice to the Secretary must be received by the Secretary at the principal executive offices of the Corporation (i) in the case of an annual meeting, not later than the close of business on the 90th day nor earlier than the opening of business on the 120th day before the anniversary date of the immediately preceding annual meeting of stockholders; provided, however, that in the event that the annual meeting is more than 30 days before or more than 60 days after such anniversary date, notice by the stockholder to be timely must be so received not earlier than the opening of business on the 120th day before the meeting and not later than the later of (x) the close of business on the 90th day before the meeting or (y) the close of business on the 10th day following the day on which public announcement of the date of the annual meeting was first made by the Corporation; and (ii) in the case of a special meeting of stockholders called for the purpose of electing directors, not later than the close of business on the 10th day following the day on which public announcement of the date of the special meeting is first made by the Corporation. In no event shall the public announcement of an adjournment or postponement of an annual meeting or special meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described in this Section 3.02.

(c) Notwithstanding anything in Section 3.02(b) to the contrary, in the event that the number of directors to be elected to the Board at an annual meeting is greater than the number of directors whose terms expire on the date of the annual meeting and there is no public announcement by the Corporation naming all of the nominees for the additional directors to be elected or specifying the size of the increased Board before the close of business on the 90th day prior to the anniversary date of the immediately preceding annual meeting of stockholders, a stockholder's notice required by this Section 3.02 shall also be considered timely, but only with respect to nominees for the additional directorships created by such increase that are to be filled by election at such annual meeting, if it shall be received by the Secretary at the principal executive offices of the Corporation not later than the close of business on the 10th day following the date on which such public announcement was first made by the Corporation.

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(d) To be in proper written form, a stockholder's notice to the Secretary must set forth (i) as to each person whom the stockholder proposes to nominate for election as a director (A) the name, age, business address and residence address of the person, (B) the principal occupation or employment of the person, (C) the class or series and number of shares of capital stock of the Corporation that are owned beneficially or of record by the person and (D) any other information relating to the person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder; and (ii) as to the stockholder giving the notice (A) the name and record address of such stockholder as they appear on the Corporation's books and the name and address of the beneficial owner, if any, on whose behalf the nomination is made, (B) the class or series and number of shares of capital stock of the Corporation that are owned beneficially and of record by such stockholder and the beneficial owner, if any, on whose behalf the nomination is made, (C) a description of all arrangements or understandings relating to the nomination to be made by such stockholder among such stockholder, the beneficial owner, if any, on whose behalf the nomination is made, each proposed nominee and any other person or persons (including their names), (D) a representation that such stockholder (or a qualified representative of such stockholder) intends to appear in person or by proxy at the meeting to nominate the persons named in its notice and (E) any other information relating to such stockholder and the beneficial owner, if any, on whose behalf the nomination is made that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder. Such notice must be accompanied by a written consent of each proposed nominee to being named as a nominee and to serve as a director if elected.

(e) If the Board or the chairman of the meeting of stockholders determines that any nomination was not made in accordance with the provisions of this Section 3.02, or that the information provided in a stockholder's notice does not satisfy the information requirements of this Section 3.02, then such nomination shall not be considered at the meeting in question. Notwithstanding the foregoing provisions of this Section 3.02, if the stockholder (or a qualified representative of the stockholder) does not appear at the meeting of stockholders of the Corporation to present the nomination, such nomination shall be disregarded, notwithstanding that proxies in respect of such nomination may have been received by the Corporation.

(f) In addition to the provisions of this Section 3.02, a stockholder shall also comply with all of the applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth herein. Nothing in this Section 3.02 shall be deemed to affect any rights of the holders of Preferred Stock to elect directors pursuant to the Certificate of Incorporation.

Section 3.03 Compensation. Unless otherwise restricted by the Certificate of Incorporation or these By-laws, the Board shall have the authority to fix the compensation of directors, including for service on a committee of the Board, and may be paid either a fixed sum for attendance at each meeting of the Board or other compensation as director. The directors may be reimbursed their expenses, if any, of attendance at each meeting of the Board. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of committees of the Board may be allowed like compensation and reimbursement of expenses for service on the committee.

Section 3.04 Newly Created Directorships and Vacancies. Any newly created directorships resulting from an increase in the authorized number of directors and any vacancies occurring in the Board of Directors, shall be filled solely by the affirmative votes of a majority of the remaining members of the Board of Directors, although less than a quorum, or by a sole remaining director. A director so elected shall be elected to hold office until the earlier of the expiration of the term of office of the director whom he or she has replaced, a successor is duly elected and qualified, or the earlier of such director's death, resignation, or removal.

Section 3.05 Removal. Except as prohibited by applicable law or the Certificate of Incorporation, the stockholders holding a majority of the shares then entitled to vote at an election of directors may remove any director from office with or without cause.

ARTICLE IV
BOARD MEETINGS

Section 4.01 Annual Meetings. The Board shall meet as soon as practicable after the adjournment of each annual stockholders meeting at the place of the annual stockholders meeting unless the Board shall fix another time and place and give notice

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thereof in the manner required herein for special meetings of the Board. No notice to the directors shall be necessary to legally convene this meeting, except as provided in this Section 4.01.

Section 4.02 Regular Meetings. Regularly scheduled, periodic meetings of the Board may be held without notice at such times, dates and places (within or without the State of Delaware) as shall from time to time be determined by the Board.

Section 4.03 Special Meetings. Special meetings of the Board (a) may be called by the Chairman of the Board or President and (b) shall be called by the Chairman of the Board, President or Secretary on the written request of at least a majority of directors then in office, or the sole director, as the case may be, and shall be held at such time, date and place (within or without the State of Delaware) as may be determined by the person calling the meeting or, if called upon the request of directors or the sole director, as specified in such written request. Notice of each special meeting of the Board shall be given, as provided in Section 9.03, to each director (i) at least 24 hours before the meeting if such notice is oral notice given personally or by telephone or written notice given by hand delivery or by means of a form of electronic transmission and delivery; (ii) at least two days before the meeting if such notice is sent by a nationally recognized overnight delivery service; and (iii) at least five days before the meeting if such notice is sent through the United States mail. If the Secretary shall fail or refuse to give such notice, then the notice may be given by the officer who called the meeting or the directors who requested the meeting. Any and all business that may be transacted at a regular meeting of the Board may be transacted at a special meeting. Except as may be otherwise expressly provided by applicable law, the Certificate of Incorporation, or these By-laws, neither the business to be transacted at, nor the purpose of, any special meeting need be specified in the notice or waiver of notice of such meeting. A special meeting may be held at any time without notice if all the directors are present or if those not present waive notice of the meeting in accordance with Section 9.04.

Section 4.04 Quorum; Required Vote. A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by applicable law, the Certificate of Incorporation or these By-laws. If a quorum shall not be present at any meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 4.05 Consent In Lieu of Meeting. Unless otherwise restricted by the Certificate of Incorporation or these By-laws, any action required or permitted to be taken at any meeting of the Board or any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions (or paper reproductions thereof) are filed with the minutes of proceedings of the Board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 4.06 Organization. The chairman of each meeting of the Board shall be the Chairman of the Board or, in the absence (or inability or refusal to act) of the Chairman of the Board, the Chief Executive Officer (if he or she shall be a director) or, in the absence (or inability or refusal to act) of the Chief Executive Officer or if the Chief Executive Officer is not a director, the President (if he or she shall be a director) or in the absence (or inability or refusal to act) of the President or if the President is not a director, a chairman elected from the directors present. The Secretary shall act as secretary of all meetings of the Board. In the absence (or inability or refusal to act) of the Secretary, an Assistant Secretary shall perform the duties of the Secretary at such meeting. In the absence (or inability or refusal to act) of the Secretary and all Assistant Secretaries, the chairman of the meeting may appoint any person to act as secretary of the meeting.

ARTICLE V
COMMITTEES OF DIRECTORS

Section 5.01 Establishment. The Board may by resolution of the Board designate one or more committees, each committee to consist of one or more of the directors of the Corporation. Each committee shall keep regular minutes of its meetings and report the same to the Board when required by the resolution designating such committee. The Board shall have the power at any time to fill vacancies in, to change the membership of, or to dissolve any such committee.

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Section 5.02 Available Powers. Any committee established pursuant to Section 5.01 hereof, to the extent permitted by applicable law and by resolution of the Board, shall have and may exercise all of the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers that may require it.

Section 5.03 Alternate Members. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in place of any such absent or disqualified member.

Section 5.04 Procedures. Unless the Board otherwise provides, the time, date, place, if any, and notice of meetings of a committee shall be determined by such committee. At meetings of a committee, a majority of the number of members of the committee (but not including any alternate member, unless such alternate member has replaced any absent or disqualified member at the time of, or in connection with, such meeting) shall constitute a quorum for the transaction of business. The act of a majority of the members present at any meeting at which a quorum is present shall be the act of the committee, except as otherwise specifically provided by applicable law, the Certificate of Incorporation, these By-laws or the Board. If a quorum is not present at a meeting of a committee, the members present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present. Unless the Board otherwise provides and except as provided in these By-laws, each committee designated by the Board may make, alter, amend and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board is authorized to conduct its business pursuant to ARTICLE III and ARTICLE IV of these By-laws.

ARTICLE VI
OFFICERS

Section 6.01 Officers. The officers of the Corporation elected by the Board shall be a Chief Executive Officer, a Chief Financial Officer, a Secretary and such other officers (including without limitation, a Chairman of the Board, Presidents, Vice Presidents, Assistant Secretaries and a Treasurer) as the Board from time to time may determine. Officers elected by the Board shall each have such powers and duties as generally pertain to their respective offices, subject to the specific provisions of this ARTICLE VI. Such officers shall also have such powers and duties as from time to time may be conferred by the Board. The Chief Executive Officer or President may also appoint such other officers (including without limitation one or more Vice Presidents and Controllers) as may be necessary or desirable for the conduct of the business of the Corporation. Such other officers shall have such powers and duties and shall hold their offices for such terms as may be provided in these By-laws or as may be prescribed by the Board or, if such officer has been appointed by the Chief Executive Officer or President, as may be prescribed by the appointing officer.

(a) Chairman of the Board. The Chairman of the Board shall preside when present at all meetings of the stockholders and the Board. The Chairman of the Board shall have general supervision and control of the acquisition activities of the Corporation subject to the ultimate authority of the Board, and shall be responsible for the execution of the policies of the Board with respect to such matters. In the absence (or inability or refusal to act) of the Chairman of the Board, the Chief Executive Officer (if he or she shall be a director) shall preside when present at all meetings of the stockholders and the Board. The powers and duties of the Chairman of the Board shall not include supervision or control of the preparation of the financial statements of the Corporation (other than through participation as a member of the Board). The position of Chairman of the Board and Chief Executive Officer may be held by the same person.

(b) Chief Executive Officer. The Chief Executive Officer shall be the chief executive officer of the Corporation, shall have general supervision of the affairs of the Corporation and general control of all of its business subject to the ultimate authority of the Board, and shall be responsible for the execution of the policies of the Board with respect to such matters, except to the extent any such powers and duties have been prescribed to the Chairman of the Board pursuant to Section 6.01(a) above. In the absence (or inability or refusal to act) of the Chairman of the Board, the Chief Executive Officer (if he or she shall be a director) shall preside when present at all meetings of the stockholders and the Board. The position of Chief Executive Officer and President may be held by the same person.

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(c) President. The President shall make recommendations to the Chief Executive Officer on all operational matters that would normally be reserved for the final executive responsibility of the Chief Executive Officer. In the absence (or inability or refusal to act) of the Chairman of the Board and Chief Executive Officer, the President (if he or she shall be a director) shall preside when present at all meetings of the stockholders and the Board. The President shall also perform such duties and have such powers as shall be designated by the Board. The position of President and Chief Executive Officer may be held by the same person.

(d) Vice Presidents. In the absence (or inability or refusal to act) of the President, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated by the Board) shall perform the duties and have the powers of the President. Any one or more of the Vice Presidents may be given an additional designation of rank or function.

(e) Secretary.

(i) The Secretary shall attend all meetings of the stockholders, the Board and (as required) committees of the Board and shall record the proceedings of such meetings in books to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board and shall perform such other duties as may be prescribed by the Board, the Chairman of the Board, Chief Executive Officer or President. The Secretary shall have custody of the corporate seal of the Corporation and the Secretary, or any Assistant Secretary, shall have authority to affix the same to any instrument requiring it, and when so affixed, it may be attested by his or her signature or by the signature of such Assistant Secretary. The Board may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing thereof by his or her signature.

(ii) The Secretary shall keep, or cause to be kept, at the principal executive office of the Corporation or at the office of the Corporation's transfer agent or registrar, if one has been appointed, a stock ledger, or duplicate stock ledger, showing the names of the stockholders and their addresses, the number and classes of shares held by each and, with respect to certificated shares, the number and date of certificates issued for the same and the number and date of certificates cancelled.

(f) Assistant Secretaries. The Assistant Secretary or, if there be more than one, the Assistant Secretaries in the order determined by the Board shall, in the absence (or inability or refusal to act) of the Secretary, perform the duties and have the powers of the Secretary.

(g) Chief Financial Officer. The Chief Financial Officer shall perform all duties commonly incident to that office (including, without limitation, the care and custody of the funds and securities of the Corporation, which from time to time may come into the Chief Financial Officer's hands and the deposit of the funds of the Corporation in such banks or trust companies as the Board, the Chief Executive Officer or the President may authorize).

(h) Treasurer. The Treasurer shall, in the absence (or inability or refusal to act) of the Chief Financial Officer, perform the duties and exercise the powers of the Chief Financial Officer.

Section 6.02 Term of Office; Removal; Vacancies. The elected officers of the Corporation shall be appointed by the Board and shall hold office until their successors are duly elected and qualified by the Board or until their earlier death, resignation, retirement, disqualification, or removal from office. Any officer may be removed, with or without cause, at any time by the Board. Any officer appointed by the Chief Executive Officer or President may also be removed, with or without cause, by the Chief Executive Officer or President, as the case may be, unless the Board otherwise provides. Any vacancy occurring in any elected office of the Corporation may be filled by the Board. Any vacancy occurring in any office appointed by the Chief Executive Officer or President may be filled by the Chief Executive Officer, or President, as the case may be, unless the Board then determines that such office shall thereupon be elected by the Board, in which case the Board shall elect such officer.

Section 6.03 Other Officers. The Board may delegate the power to appoint such other officers and agents, and may also remove such officers and agents or delegate the power to remove same, as it shall from time to time deem necessary or desirable.

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Section 6.04 Multiple Officeholders; Stockholder and Director Officers. Any number of offices may be held by the same person unless the Certificate of Incorporation or these By-laws otherwise provide. Officers need not be stockholders or residents of the State of Delaware.

ARTICLE VII
SHARES

Section 7.01 Certificated and Uncertificated Shares. The shares of the Corporation may be certificated or uncertificated, subject to the sole discretion of the Board and the requirements of the DGCL.

Section 7.02 Multiple Classes of Stock. If the Corporation shall be authorized to issue more than one class of stock or more than one series of any class, the Corporation shall (a) cause the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights to be set forth in full or summarized on the face or back of any certificate that the Corporation issues to represent shares of such class or series of stock or (b) in the case of uncertificated shares, within a reasonable time after the issuance or transfer of such shares, send to the registered owner thereof a written notice containing the information required to be set forth on certificates as specified in clause (a) above; provided, however, that, except as otherwise provided by applicable law, in lieu of the foregoing requirements, there may be set forth on the face or back of such certificate or, in the case of uncertificated shares, on such written notice a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences or rights.

Section 7.03 Signatures. Each certificate representing capital stock of the Corporation shall be signed by or in the name of the Corporation by (a) the Chairman of the Board, Chief Executive Officer, the President or a Vice President and (b) the Treasurer, an Assistant Treasurer, the Secretary or an Assistant Secretary of the Corporation. Any or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, such certificate may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar on the date of issue.

Section 7.04 Consideration and Payment for Shares.

(a) Subject to applicable law and the Certificate of Incorporation, shares of stock may be issued for such consideration, having in the case of shares with par value a value not less than the par value thereof, and to such persons, as determined from time to time by the Board. The consideration may consist of any tangible or intangible property or any benefit to the Corporation including cash, promissory notes, services performed, contracts for services to be performed or other securities, or any combination thereof.

(b) Subject to applicable law and the Certificate of Incorporation, shares may not be issued until the full amount of the consideration has been paid, unless upon the face or back of each certificate issued to represent any partly paid shares of capital stock or upon the books and records of the Corporation in the case of partly paid uncertificated shares, there shall have been set forth the total amount of the consideration to be paid therefor and the amount paid thereon up to and including the time said certificate representing certificated shares or said uncertificated shares are issued.

Section 7.05 Lost, Destroyed or Wrongfully Taken Certificates.

(a) If an owner of a certificate representing shares claims that such certificate has been lost, destroyed or wrongfully taken, the Corporation shall issue a new certificate representing such shares or such shares in uncertificated form if the owner: (i) requests such a new certificate before the Corporation has notice that the certificate representing such shares has been acquired by a protected purchaser; (ii) if requested by the Corporation, delivers to the Corporation a bond sufficient to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, wrongful taking or destruction of such certificate or the issuance of such new certificate or uncertificated shares; and (iii) satisfies other reasonable requirements imposed by the Corporation.

(b) If a certificate representing shares has been lost, apparently destroyed or wrongfully taken, and the owner fails to notify the Corporation of that fact within a reasonable time after the owner has notice of such loss, apparent destruction or wrongful

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taking and the Corporation registers a transfer of such shares before receiving notification, the owner shall be precluded from asserting against the Corporation any claim for registering such transfer or a claim to a new certificate representing such shares or such shares in uncertificated form.

Section 7.06 Transfer of Stock.

(a) If a certificate representing shares of the Corporation is presented to the Corporation with an endorsement requesting the registration of transfer of such shares or an instruction is presented to the Corporation requesting the registration of transfer of uncertificated shares, the Corporation shall register the transfer as requested if:

(i) in the case of certificated shares, the certificate representing such shares has been surrendered;

(ii) (A) with respect to certificated shares, the endorsement is made by the person specified by the certificate as entitled to such shares; (B) with respect to uncertificated shares, an instruction is made by the registered owner of such uncertificated shares; or (C) with respect to certificated shares or uncertificated shares, the endorsement or instruction is made by any other appropriate person or by an agent who has actual authority to act on behalf of the appropriate person;

(iii) the Corporation has received a guarantee of signature of the person signing such endorsement or instruction or such other reasonable assurance that the endorsement or instruction is genuine and authorized as the Corporation may request;

(iv) the transfer does not violate any restriction on transfer imposed by the Corporation that is enforceable in accordance with Section 7.08(a); and

(v) such other conditions for such transfer as shall be provided for under applicable law have been satisfied.

(b) Whenever any transfer of shares shall be made for collateral security and not absolutely, the Corporation shall so record such fact in the entry of transfer if, when the certificate for such shares is presented to the Corporation for transfer or, if such shares are uncertificated, when the instruction for registration of transfer thereof is presented to the Corporation, both the transferor and transferee request the Corporation to do so.

Section 7.07 Registered Stockholders. Before due presentment for registration of transfer of a certificate representing shares of the Corporation or of an instruction requesting registration of transfer of uncertificated shares, the Corporation may treat the registered owner as the person exclusively entitled to inspect for any proper purpose the stock ledger and the other books and records of the Corporation, vote such shares, receive dividends or notifications with respect to such shares and otherwise exercise all the rights and powers of the owner of such shares, except that a person who is the beneficial owner of such shares (if held in a voting trust or by a nominee on behalf of such person) may, upon providing documentary evidence of beneficial ownership of such shares and satisfying such other conditions as are provided under applicable law, may also so inspect the books and records of the Corporation.

Section 7.08 Effect of the Corporation's Restriction on Transfer.

(a) A written restriction on the transfer or registration of transfer of shares of the Corporation or on the amount of shares of the Corporation that may be owned by any person or group of persons, if permitted by the DGCL and noted conspicuously on the certificate representing such shares or, in the case of uncertificated shares, contained in a notice, offering circular or prospectus sent by the Corporation to the registered owner of such shares within a reasonable time prior to or after the issuance or transfer of such shares, may be enforced against the holder of such shares or any successor or transferee of the holder including an executor, administrator, trustee, guardian or other fiduciary entrusted with like responsibility for the person or estate of the holder.

(b) A restriction imposed by the Corporation on the transfer or the registration of shares of the Corporation or on the amount of shares of the Corporation that may be owned by any person or group of persons, even if otherwise lawful, is ineffective against a person without actual knowledge of such restriction unless: (i) the shares are certificated and such restriction is noted conspicuously on

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the certificate; or (ii) the shares are uncertificated and such restriction was contained in a notice, offering circular or prospectus sent by the Corporation to the registered owner of such shares within a reasonable time prior to or after the issuance or transfer of such shares.

Section 7.09 Regulations. The Board shall have power and authority to make such additional rules and regulations, subject to any applicable requirement of law, as the Board may deem necessary and appropriate with respect to the issue, transfer or registration of transfer of shares of stock or certificates representing shares. The Board may appoint one or more transfer agents or registrars and may require for the validity thereof that certificates representing shares bear the signature of any transfer agent or registrar so appointed.

ARTICLE VIII
INDEMNIFICATION

Section 8.01 Right to Indemnification. To the fullest extent permitted by applicable law, as the same exists or may hereafter be amended, the Corporation shall indemnify and hold harmless each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "**proceeding**"), by reason of the fact that he or she is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, other enterprise or nonprofit entity, including service with respect to an employee benefit plan (hereinafter an "**Indemnitee**"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, or in any other capacity while serving as a director, officer, employee or agent, against all liability and loss suffered and expenses (including, without limitation, attorneys' fees, judgments, fines, ERISA excise taxes and penalties and amounts paid in settlement) reasonably incurred by such Indemnitee in connection with such proceeding; provided, however, that, except as provided in Section 8.03 with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify an Indemnitee in connection with a proceeding (or part thereof) initiated by such Indemnitee only if such proceeding (or part thereof) was authorized by the Board.

Section 8.02 Right to Advancement of Expenses. In addition to the right to indemnification conferred in Section 8.01, an Indemnitee shall also have the right to be paid by the Corporation to the fullest extent not prohibited by applicable law the expenses (including, without limitation, attorneys' fees) incurred in defending or otherwise participating in any such proceeding in advance of its final disposition (hereinafter an "**advancement of expenses**"); provided, however, that, if the DGCL requires, an advancement of expenses incurred by an Indemnitee in his or her capacity as a director or officer of the Corporation (and not in any other capacity in which service was or is rendered by such Indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon the Corporation's receipt of an undertaking (hereinafter an "**undertaking**"), by or on behalf of such Indemnitee, to repay all amounts so advanced if it shall ultimately be determined that such Indemnitee is not entitled to be indemnified under this ARTICLE VIII or otherwise.

Section 8.03 Right of Indemnitee to Bring Suit. If a claim under Section 8.01 or Section 8.02 is not paid in full by the Corporation within 60 days after a written claim therefor has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the Indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (a) any suit brought by the Indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by an Indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (b) in any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final judicial decision from which there is no further right to appeal (hereinafter a "**final adjudication**") that, the Indemnitee has not met any applicable standard for indemnification set forth in the DGCL. Neither the failure of the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the Indemnitee is proper in the

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circumstances because the Indemnitee has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including a determination by its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) that the Indemnitee has not met such applicable standard of conduct, shall create a presumption that the Indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the Indemnitee, shall be a defense to such suit. In any suit brought by the Indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the Indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this ARTICLE VIII or otherwise shall be on the Corporation.

Section 8.04 Non-Exclusivity of Rights. The rights provided to any Indemnitee pursuant to this ARTICLE VIII shall not be exclusive of any other right, which such Indemnitee may have or hereafter acquire under applicable law, the Certificate of Incorporation, these By-laws, an agreement, a vote of stockholders or disinterested directors, or otherwise.

Section 8.05 Insurance. The Corporation may purchase and maintain insurance, at its expense, to protect itself and/or any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

Section 8.06 Indemnification of Other Persons. This ARTICLE VIII shall not limit the right of the Corporation to the extent and in the manner authorized or permitted by law to indemnify and to advance expenses to persons other than Indemnitees. Without limiting the foregoing, the Corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation and to any other person who is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, to the fullest extent of the provisions of this ARTICLE VIII with respect to the indemnification and advancement of expenses of Indemnitees under this ARTICLE VIII.

Section 8.07 Amendments. Any repeal or amendment of this ARTICLE VIII by the Board or the stockholders of the Corporation or by changes in applicable law, or the adoption of any other provision of these By-laws inconsistent with this ARTICLE VIII, will, to the extent permitted by applicable law, be prospective only (except to the extent such amendment or change in applicable law permits the Corporation to provide broader indemnification rights to Indemnitees on a retroactive basis than permitted prior thereto), and will not in any way diminish or adversely affect any right or protection existing hereunder in respect of any act or omission occurring prior to such repeal or amendment or adoption of such inconsistent provision; provided however, that amendments or repeals of this ARTICLE VIII shall require the affirmative vote of the stockholders holding at least 66.7% of the voting power of all outstanding shares of capital stock of the Corporation.

Section 8.08 Certain Definitions. For purposes of this ARTICLE VIII, (a) references to "**other enterprise**" shall include any employee benefit plan; (b) references to "**fines**" shall include any excise taxes assessed on a person with respect to an employee benefit plan; (c) references to "**serving at the request of the Corporation**" shall include any service that imposes duties on, or involves services by, a person with respect to any employee benefit plan, its participants, or beneficiaries; and (d) a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interest of the Corporation" for purposes of Section 145 of the DGCL.

Section 8.09 Contract Rights. The rights provided to Indemnitees pursuant to this ARTICLE VIII shall be contract rights and such rights shall continue as to an Indemnitee who has ceased to be a director, officer, agent or employee and shall inure to the benefit of the Indemnitee's heirs, executors and administrators.

Section 8.10 Severability. If any provision or provisions of this ARTICLE VIII shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this ARTICLE VIII shall not in any way be affected or impaired thereby; and (b) to the fullest extent possible, the provisions of this ARTICLE VIII (including, without limitation, each such portion of this ARTICLE VIII containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

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ARTICLE IX
MISCELLANEOUS

Section 9.01 Place of Meetings. If the place of any meeting of stockholders, the Board or committee of the Board for which notice is required under these By-laws is not designated in the notice of such meeting, such meeting shall be held at the principal business office of the Corporation; provided, however, if the Board has, in its sole discretion, determined that a meeting shall not be held at any place, but instead shall be held by means of remote communication pursuant to Section 9.05 hereof, then such meeting shall not be held at any place.

Section 9.02 Fixing Record Dates.

(a) In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board may fix a record date, which shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of and to vote at a meeting of stockholders shall be at the close of business on the business day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance with the foregoing provisions of this Section 9.02(a) at the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

Section 9.03 Means of Giving Notice.

(a) Notice to Directors. Whenever under applicable law, the Certificate of Incorporation or these By-laws notice is required to be given to any director, such notice shall be given either (i) in writing and sent by mail, or by a nationally recognized delivery service, (ii) by means of facsimile telecommunication or other form of electronic transmission, or (iii) by oral notice given personally or by telephone. A notice to a director will be deemed given as follows: (i) if given by hand delivery, orally, or by telephone, when actually received by the director, (ii) if sent through the United States mail, when deposited in the United States mail, with postage and fees thereon prepaid, addressed to the director at the director's address appearing on the records of the Corporation, (iii) if sent for next day delivery by a nationally recognized overnight delivery service, when deposited with such service, with fees thereon prepaid, addressed to the director at the director's address appearing on the records of the Corporation, (iv) if sent by facsimile telecommunication, when sent to the facsimile transmission number for such director appearing on the records of the Corporation, (v) if sent by electronic mail, when sent to the electronic mail address for such director appearing on the records of the Corporation, or (vi) if sent by any other form of electronic transmission, when sent to the address, location or number (as applicable) for such director appearing on the records of the Corporation.

(b) Notice to Stockholders. Whenever under applicable law, the Certificate of Incorporation or these By-laws notice is required to be given to any stockholder, such notice may be given (i) in writing and sent either by hand delivery, through the United States mail, or by a nationally recognized overnight delivery service for next day delivery, or (ii) by means of a form of electronic transmission consented to by the stockholder, to the extent permitted by, and subject to the conditions set forth in Section 232 of the DGCL. A notice to a stockholder shall be deemed given as follows: (i) if given by hand delivery, when actually received by the stockholder, (ii) if sent through the United States mail, when deposited in the United States mail, with postage and fees thereon prepaid, addressed to the stockholder at the stockholder's address appearing on the stock ledger of the Corporation, (iii) if sent for next day delivery by a nationally

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recognized overnight delivery service, when deposited with such service, with fees thereon prepaid, addressed to the stockholder at the stockholder's address appearing on the stock ledger of the Corporation, and (iv) if given by a form of electronic transmission consented to by the stockholder to whom the notice is given and otherwise meeting the requirements set forth above, (A) if by facsimile transmission, when directed to a number at which the stockholder has consented to receive notice, (B) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice, (C) if by a posting on an electronic network together with separate notice to the stockholder of such specified posting, upon the later of (1) such posting and (2) the giving of such separate notice, and (D) if by any other form of electronic transmission, when directed to the stockholder. A stockholder may revoke such stockholder's consent to receiving notice by means of electronic communication by giving written notice of such revocation to the Corporation. Any such consent shall be deemed revoked if (1) the Corporation is unable to deliver by electronic transmission two consecutive notices given by the Corporation in accordance with such consent and (2) such inability becomes known to the Secretary or an Assistant Secretary or to the Corporation's transfer agent, or other person responsible for the giving of notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

(c) Electronic Transmission. "**Electronic transmission**" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, including but not limited to transmission by telex, facsimile telecommunication, electronic mail, telegram and cablegram.

(d) Notice to Stockholders Sharing Same Address. Without limiting the manner by which notice otherwise may be given effectively by the Corporation to stockholders, any notice to stockholders given by the Corporation under any provision of the DGCL, the Certificate of Incorporation or these By-laws shall be effective if given by a single written notice to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. A stockholder may revoke such stockholder's consent by delivering written notice of such revocation to the Corporation. Any stockholder who fails to object in writing to the Corporation within 60 days of having been given written notice by the Corporation of its intention to send such a single written notice shall be deemed to have consented to receiving such single written notice.

(e) Exceptions to Notice Requirements.

(i) Whenever notice is required to be given, under the DGCL, the Certificate of Incorporation or these By-laws, to any person with whom communication is unlawful, the giving of such notice to such person shall not be required and there shall be no duty to apply to any governmental authority or agency for a license or permit to give such notice to such person. Any action or meeting that shall be taken or held without notice to any such person with whom communication is unlawful shall have the same force and effect as if such notice had been duly given. In the event that the action taken by the Corporation is such as to require the filing of a certificate with the Secretary of State of Delaware, the certificate shall state, if such is the fact and if notice is required, that notice was given to all persons entitled to receive notice except such persons with whom communication is unlawful.

(ii) Whenever notice is required to be given by the Corporation, under any provision of the DGCL, the Certificate of Incorporation or these By-laws, to any stockholder to whom (1) notice of two consecutive annual meetings of stockholders and all notices of stockholder meetings or of the taking of action by written consent of stockholders without a meeting to such stockholder during the period between such two consecutive annual meetings, or (2) all, and at least two payments (if sent by first-class mail) of dividends or interest on securities during a 12-month period, have been mailed addressed to such stockholder at such stockholder's address as shown on the records of the Corporation and have been returned undeliverable, the giving of such notice to such stockholder shall not be required. Any action or meeting that shall be taken or held without notice to such stockholder shall have the same force and effect as if such notice had been duly given. If any such stockholder shall deliver to the Corporation a written notice setting forth such stockholder's then current address, the requirement that notice be given to such stockholder shall be reinstated. In the event that the action taken by the Corporation is such as to require the filing of a certificate with the Secretary of State of Delaware, the certificate need not state that notice was not given to persons to whom notice was not required to be given pursuant to Section 230(b) of the DGCL. The exception in subsection (1) of the first sentence of this paragraph to the requirement that notice be given shall not be applicable to any notice returned as undeliverable if the notice was given by electronic transmission.

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Section 9.04 Waiver of Notice. Whenever any notice is required to be given under applicable law, the Certificate of Incorporation, or these By-laws, a written waiver of such notice, signed by the person or persons entitled to said notice, or a waiver by electronic transmission by the person entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to such required notice. All such waivers shall be kept with the books of the Corporation. Attendance at a meeting shall constitute a waiver of notice of such meeting, except where a person attends for the express purpose of objecting to the transaction of any business on the ground that the meeting was not lawfully called or convened.

Section 9.05 Meeting Attendance via Remote Communication Equipment.

(a) Stockholder Meetings. If authorized by the Board in its sole discretion, and subject to such guidelines and procedures as the Board may adopt, stockholders entitled to vote at such meeting and proxy holders not physically present at a meeting of stockholders may, by means of remote communication:

(i) participate in a meeting of stockholders; and

(ii) be deemed present in person and vote at a meeting of stockholders, whether such meeting is to be held at a designated place or solely by means of remote communication, provided that (A) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxy holder, (B) the Corporation shall implement reasonable measures to provide such stockholders and proxy holders a reasonable opportunity to participate in the meeting and, if entitled to vote, to vote on matters submitted to the applicable stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (C) if any stockholder or proxy holder votes or takes other action at the meeting by means of remote communication, a record of such votes or other action shall be maintained by the Corporation.

(b) Board Meetings. Unless otherwise restricted by applicable law, the Certificate of Incorporation or these By-laws, members of the Board or any committee thereof may participate in a meeting of the Board or any committee thereof by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting was not lawfully called or convened.

Section 9.06 . Dividends. The Board may from time to time declare, and the Corporation may pay, dividends (payable in cash, property or shares of the Corporation's capital stock) on the Corporation's outstanding shares of capital stock, subject to applicable law and the Certificate of Incorporation.

Section 9.07 Reserves. The Board may set apart out of the funds of the Corporation available for dividends a reserve or reserves for any proper purpose and may abolish any such reserve.

Section 9.08 Contracts and Negotiable Instruments. Except as otherwise provided by applicable law, the Certificate of Incorporation or these By-laws, any contract, bond, deed, lease, mortgage or other instrument may be executed and delivered in the name and on behalf of the Corporation by such officer or officers or other employee or employees of the Corporation as the Board may from time to time authorize. Such authority may be general or confined to specific instances as the Board may determine. The Chairman of the Board, the Chief Executive Officer, the President, the Chief Financial Officer, the Treasurer or any Vice President may execute and deliver any contract, bond, deed, lease, mortgage or other instrument in the name and on behalf of the Corporation. Subject to any restrictions imposed by the Board, the Chairman of the Board, Chief Executive Officer, President, the Chief Financial Officer, the Treasurer or any Vice President may delegate powers to execute and deliver any contract, bond, deed, lease, mortgage or other instrument in the name and on behalf of the Corporation to other officers or employees of the Corporation under such person's supervision and authority, it being understood, however, that any such delegation of power shall not relieve such officer of responsibility with respect to the exercise of such delegated power.

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Section 9.09 Fiscal Year. The fiscal year of the Corporation shall be fixed by the Board.

Section 9.10 Seal. The Board may adopt a corporate seal, which shall be in such form as the Board determines. The seal may be used by causing it or a facsimile thereof to be impressed, affixed or otherwise reproduced.

Section 9.11 Books and Records. The books and records of the Corporation may be kept within or outside the State of Delaware at such place or places as may from time to time be designated by the Board.

Section 9.12 Resignation. Any director, committee member or officer may resign by giving notice thereof in writing or by electronic transmission to the Chairman of the Board, the Chief Executive Officer, the President or the Secretary. The resignation shall take effect at the time it is delivered unless the resignation specifies a later effective date or an effective date determined upon the happening of an event or events. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 9.13 Surety Bonds. Such officers, employees and agents of the Corporation (if any) as the Chairman of the Board, Chief Executive Officer, President or the Board may direct, from time to time, shall be bonded for the faithful performance of their duties and for the restoration to the Corporation, in case of their death, resignation, retirement, disqualification or removal from office, of all books, papers, vouchers, money and other property of whatever kind in their possession or under their control belonging to the Corporation, in such amounts and by such surety companies as the Chairman of the Board, Chief Executive Officer, President or the Board may determine. The premiums on such bonds shall be paid by the Corporation and the bonds so furnished shall be in the custody of the Secretary.

Section 9.14 Securities of Other Corporations. Powers of attorney, proxies, waivers of notice of meeting, consents in writing and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the Chairman of the Board, Chief Executive Officer, President, any Vice President or any officers authorized by the Board. Any such officer, may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities, or to consent in writing, in the name of the Corporation as such holder, to any action by such corporation, and at any such meeting or with respect to any such consent shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed. The Board may from time to time confer like powers upon any other person or persons.

Section 9.15 Amendments. The Board shall have the power to adopt, amend, alter or repeal the By-laws. The affirmative vote of a majority of the Board shall be required to adopt, amend, alter or repeal the By-laws. The By-laws also may be adopted, amended, altered or repealed by the stockholders; provided, however, that in addition to any vote of the holders of any class or series of capital stock of the Corporation required by applicable law or the Certificate of Incorporation, the affirmative vote of the holders of at least a majority of the voting power (except as otherwise provided in Section 8.07) of all outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required for the stockholders to adopt, amend, alter or repeal the By-laws.

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Exhibit 3.7

CYCURION, INC.

CERTIFICATE OF DESIGNATION OF PREFERENCES, RIGHTS, AND LIMITATIONS OF SERIES A CONVERTIBLE PREFERRED STOCK

PURSUANT TO SECTION 151 OF THE DELAWARE GENERAL CORPORATION LAW

The undersigned, L. Kevin Kelly and Alvin McCoy, III, do hereby certify that:

1. They are the President and Secretary, respectively, of Cycurion, Inc., a Delaware corporation (the "Corporation").

2. The Corporation is authorized to issue 20,000,000 shares of preferred stock, none of which has been issued.

3. The following resolutions were duly adopted by the board of directors of the Corporation (the "Board of Directors"):

WHEREAS, the certificate of incorporation of the Corporation provides for a class of its authorized stock known as preferred stock, consisting of 20,000,000 shares, $0.0001 par value per share, issuable from time to time in one or more series;

WHEREAS, the Board of Directors is authorized to fix the dividend rights, dividend rate, voting rights, conversion rights, rights and terms of redemption and liquidation preferences of any wholly unissued series of preferred stock and the number of shares constituting any Series and the designation thereof, of any of them; and

WHEREAS, it is the desire of the Board of Directors, pursuant to its authority as aforesaid, to fix the rights, preferences, restrictions, and other matters relating to a series of the preferred stock, which shall consist of, except as otherwise set forth in the Exchange Agreement, up to 110,000 shares of the preferred stock which the Corporation has the authority to issue, as follows:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors does hereby provide for the issuance of a series of preferred stock for cash or exchange of other securities, rights or property and does hereby fix and determine the rights, preferences, restrictions, and other matters relating to such series of preferred stock as follows:

TERMS OF PREFERRED STOCK

Section 1. Definitions. For the purposes hereof, the following terms shall have the following meanings:

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 of the Securities Act.

"Alternate Consideration" shall have the meaning set forth in Section 7(e).

"Beneficial Ownership Limitation" shall have the meaning set forth in Section 6(d).

"Business Day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States, or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"Buy-In" shall have the meaning set forth in Section 6(c)(iv).

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"Closing" means the closing of the purchase and sale of the Securities pursuant to the Exchange Agreement.

"Closing Date" means the Trading Day on which all of the Transaction Documents have been executed and delivered by the applicable parties thereto and all conditions precedent to (i) each Holder's obligations to deliver the securities of Cycurion, Inc. referenced in the Exchange Agreement and (ii) the Corporation's obligations to deliver the Securities have been satisfied or waived.

"Commission" means the United States Securities and Exchange Commission.

"Common Stock" means the Corporation's common stock, par value $0.0001 per share, and stock of any other class of securities into which such securities may hereafter be reclassified or changed.

"Common Stock Equivalents" means any securities of the Corporation or the Subsidiaries that would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, rights, options, warrants, or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

"Conversion Amount" means the sum of the Stated Value at issue.

"Conversion Date" shall have the meaning set forth in Section 6(a).

"Conversion Price" shall have the meaning set forth in Section 6(b).

"Conversion Shares" means, collectively, the shares of Common Stock issuable upon conversion of the shares of Preferred Stock in accordance with the terms hereof.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Fundamental Transaction" shall have the meaning set forth in Section 7(e).

"GAAP" means United States generally accepted accounting principles.

"Holder" shall have the meaning given such term in Section 2.

"Issuable Maximum" shall have the meaning set forth in Section 6(e).

"Liquidation" shall have the meaning set forth in Section 5.

"Notice of Conversion" shall have the meaning set forth in Section 6(a).

"Original Issue Date" means the effective date of the Merger.

"Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof), or other entity of any kind.

"Preferred Stock" shall have the meaning set forth in Section 2.

"Exchange Agreement" means the Individual Contribution and Exchange Agreement, dated as of the Original Issue Date, among the Corporation and the original Holders, as amended, modified, or supplemented from time to time in accordance with its terms.

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"Rule 144" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"Securities" means the Preferred Stock and the Underlying Shares.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Share Delivery Date" shall have the meaning set forth in Section 6(c).

"Stated Value" shall have the meaning set forth in Section 2, as the same may be increased pursuant to Section 3.

"Subsidiary" means any subsidiary of the Corporation as set forth on Exhibit 21.1 to the Corporation's Registration Statement on Form S-4 declared effective by the U.S. Securities and Exchange Commission on January 10, 2025, and shall, where applicable, also include any direct or indirect subsidiary of the Corporation formed or acquired after the date of the Exchange Agreement.

"Successor Entity" shall have the meaning set forth in Section 7(e).

"Trading Day" means a day on which the principal Trading Market is open for business.

"Trading Market" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, or any successors to any of the foregoing.

"Transaction Documents" means this Certificate of Designation and any Lock-up or Leak-out Agreement to which a Holder and the Corporation are parties, all exhibits and schedules thereto and hereto, and any other documents or agreements executed in connection with the transactions contemplated pursuant to the Merger (the "Merger") as described in the Corporation's Registration Statement on Form S-4, declared effective by the U.S. Securities and Exchange Commission on January 10, 2025.

"Transfer Agent" means Equiniti Shareholder Services LLC, the current transfer agent of the Corporation with a mailing address of 55 Challenger Road, Floor 2, Richfield Park, New Jersey 07660, and any successor transfer agent of the Corporation.

"Underlying Shares" means the shares of Common Stock issued and issuable upon conversion of the Preferred Stock.

Section 2. Designation, Amount and Par Value. The series of preferred stock shall be designated as its Series A Convertible Preferred Stock (the "Preferred Stock") and the number of shares so designated shall be up to 10,000 (which shall not be subject to increase without the written consent of all of the holders of the Preferred Stock (each, a "Holder" and, collectively, the "Holders")). Each share of Preferred Stock shall have a par value of $0.0001 per share and a stated value equal to $1.45, subject to increase set forth in Section 3 below (the "Stated Value").

Section 3. Dividends. Holders shall be entitled to receive, and the Corporation shall pay, dividends on shares of Preferred Stock at the rate of twelve percent (12%) per annum of the per-share Stated Value. The dividends shall be paid payable quarterly in arrears in shares of Common Stock, calculated for each dividend payment on an as-if-converted-to-Common-Stock basis. No other dividends shall be paid on shares of Preferred Stock.

Section 4. Voting Rights. Holders of Preferred Shares shall have voting rights on an as-if-converted-to-Common Stock basis and as required by law (including without limitation, the GCL) and as expressly provided in this Certificate of Designation. As long as any shares of Preferred Stock are outstanding, the Corporation shall not, without the affirmative vote of the Holders of a majority of the then-outstanding shares of the Preferred Stock, (a) alter or change adversely the powers, preferences, or rights given to the

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Preferred Stock or alter or amend this Certificate of Designation, (b) amend its certificate of incorporation or other charter documents in any manner that adversely affects any rights of the Holders, (c) increase the number of authorized shares of Preferred Stock, or (d) enter into any agreement with respect to any of the foregoing.

Section 5. Liquidation. Upon any liquidation, dissolution, or winding-up of the Corporation, whether voluntary or involuntary (a "Liquidation"), the Holders shall be entitled to receive out of the assets, whether capital or surplus, of the Corporation an amount equal to the Stated Value, plus any accrued and unpaid dividends thereon, for each share of Preferred Stock before any distribution or payment shall be made to the holders of the Common Stock, and if the assets of the Corporation shall be insufficient to pay in full such amounts, then the entire assets to be distributed to the Holders shall be ratably distributed among the Holders in accordance with the respective amounts that would be payable on such shares if all amounts payable thereon were paid in full. The Corporation shall mail written notice of any such Liquidation, not less than 45 days prior to the payment date stated therein, to each Holder. Upon any liquidation, dissolution, or winding-up of the Corporation, whether voluntary or involuntary (a "Liquidation"), the Holders shall be entitled to receive out of the assets, whether capital or surplus, of the Corporation the same amount that a holder of Common Stock would receive if the Preferred Stock were fully converted (disregarding for such purposes any conversion limitations hereunder) to Common Stock, which amounts shall be paid pari passu with all holders of Common Stock. The Corporation shall mail written notice of any such Liquidation, not less than 45 days prior to the payment date stated therein, to each Holder.

Section 6. Conversion.

a) Conversions at Option of Holder. Each share of Preferred Stock shall be convertible, at any time and from time to time from and after the Original Issue Date at the option of the Holder thereof, into that number of shares of Common Stock (subject to the limitations set forth in Section 6(d) and Section 6(e)) determined by dividing the Stated Value of such share of Preferred Stock by the Conversion Price. Holders shall effect conversions by providing the Corporation with the form of conversion notice attached hereto as Annex A (a "Notice of Conversion"). Each Notice of Conversion shall specify the number of shares of Preferred Stock to be converted, the number of shares of Preferred Stock owned prior to the conversion at issue, the number of shares of Preferred Stock owned subsequent to the conversion at issue, and the date on which such conversion is to be effected, which date may not be prior to the date the applicable Holder delivers by .pdf via e-mail such Notice of Conversion to the Corporation (such date, the "Conversion Date"). If no Conversion Date is specified in a Notice of Conversion, the Conversion Date shall be the date that such Notice of Conversion to the Corporation is deemed delivered hereunder. No ink-original Notice of Conversion shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Conversion form be required. The calculations and entries set forth in the Notice of Conversion shall control in the absence of manifest or mathematical error. To effect conversions of shares of Preferred Stock, a Holder shall not be required to surrender the certificate(s) representing the shares of Preferred Stock to the Corporation unless all of the shares of Preferred Stock represented thereby are so converted, in which case such Holder shall deliver the certificate representing such shares of Preferred Stock promptly following the Conversion Date at issue. Shares of Preferred Stock converted into Common Stock or redeemed in accordance with the terms hereof shall be canceled and shall not be reissued.

b) Conversion Price. The conversion price for the Preferred Stock shall equal $0.02356 subject to adjustment herein (the "Conversion Price").

c) Mechanics of Conversion

i. Delivery of Conversion Shares Upon Conversion. Not later than the earlier of (i) two (2) Trading Days and (ii) the number of Trading Days comprising the Standard Settlement Period (as defined below) after each Conversion Date (the "Share Delivery Date"), the Corporation shall deliver, or cause to be delivered, to the converting Holder (A) Conversion Shares that, on or after the six-month anniversary of the Original Issue Date shall be free of restrictive legends and trading restrictions (other than those which may then be required by any Lock-up or Leak-out agreements to which a Holder and the Corporation are parties) representing the number of Conversion Shares being acquired upon

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the conversion of the Preferred Stock and (B) a bank check in the amount of accrued and unpaid dividends, if any. On or after the six-month anniversary of the Original Issue Date Effective Date, the Corporation shall use its best efforts to deliver the Conversion Shares required to be delivered by the Corporation under this Section 6 electronically through The Depository Trust Company or another established clearing corporation performing similar functions. As used herein, "Standard Settlement Period" means the standard settlement period, expressed in a number of Trading Days, on the Corporation's primary Trading Market with respect to the Common Stock as in effect on the date of delivery of the Notice of Conversion. Notwithstanding the foregoing, with respect to any Notice(s) of Conversion delivered by 12:00 noon (New York City time) on the Original Issue Date, the Corporation agrees to deliver the Conversion Shares subject to such notice(s) by 4:00 p.m. (New York City time) on the Original Issue Date.

ii. Failure to Deliver Conversion Shares. If, in the case of any Notice of Conversion, such Conversion Shares are not delivered to or as directed by the applicable Holder by the Share Delivery Date, the Holder shall be entitled to elect by written notice to the Corporation at any time on or before its receipt of such Conversion Shares, to rescind such Conversion, in which event the Corporation shall promptly return to the Holder any original Preferred Stock certificate delivered to the Corporation and the Holder shall promptly return to the Corporation the Conversion Shares issued to such Holder pursuant to the rescinded Notice of Conversion.

iii. Obligation Absolute; Partial Liquidated Damages. The Corporation's obligation to issue and deliver the Conversion Shares upon conversion of Preferred Stock in accordance with the terms hereof are absolute and unconditional, irrespective of any action or inaction by a Holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any Person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by such Holder or any other Person of any obligation to the Corporation or any violation or alleged violation of law by such Holder or any other person, and irrespective of any other circumstance that might otherwise limit such obligation of the Corporation to such Holder in connection with the issuance of such Conversion Shares; provided, however, that such delivery shall not operate as a waiver by the Corporation of any such action that the Corporation may have against such Holder. In the event a Holder shall elect to convert any or all of the Stated Value of its Preferred Stock, the Corporation may not refuse conversion based on any claim that such Holder or anyone associated or affiliated with such Holder has been engaged in any violation of law, agreement, or for any other reason, unless an injunction from a court, on notice to Holder, restraining and/or enjoining conversion of all or part of the Preferred Stock of such Holder shall have been sought and obtained, and the Corporation shall have posted a surety bond for the benefit of such Holder in the amount of 150% of the Stated Value of Preferred Stock that is subject to the injunction, which bond shall remain in effect until the completion of arbitration/litigation of the underlying dispute and the proceeds of which shall be payable to such Holder to the extent it obtains judgment. In the absence of such injunction, the Corporation shall issue Conversion Shares and, if applicable, cash, upon a properly noticed conversion. If the Corporation fails to deliver to a Holder such Conversion Shares pursuant to Section 6(c)(i) by the Share Delivery Date applicable to such conversion, the Corporation shall pay to such Holder, in cash, as liquidated damages and not as a penalty, for each $5,000 of Stated Value of Preferred Stock being converted, $50 per Trading Day (increasing to $100 per Trading Day on the third Trading Day and increasing to $200 per Trading Day on the sixth Trading Day after the Share Delivery Date) for each Trading Day after the Share Delivery Date until such Conversion Shares have been delivered or Holder rescinds such conversion. Nothing herein shall limit a Holder's right to pursue actual damages for the Corporation's failure to deliver Conversion Shares within the period specified herein and such Holder shall have the right to pursue all remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief. The exercise of any such rights shall not prohibit a Holder from seeking to enforce damages pursuant to any other Section hereof or under applicable law.

iv. Compensation for Buy-In on Failure to Timely Deliver Conversion Shares Upon Conversion. In addition to any other rights available to the Holder, if the Corporation fails for any reason to deliver to a Holder the applicable Conversion Shares by the Share Delivery Date pursuant to Section 6(c)(i), and if, after such Share Delivery Date, such Holder is required by its brokerage firm to purchase (in an open market transaction or otherwise), or the Holder's brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by such Holder of the Conversion Shares that such Holder was entitled to receive upon the conversion relating to such Share Delivery Date (a "Buy-In"), then the Corporation shall (A) pay in cash to such Holder (in addition to any other remedies

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available to or elected by such Holder) the amount, if any, by which (x) such Holder's total purchase price (including any brokerage commissions) for the Common Stock so purchased exceeds (y) the product of (1) the aggregate number of shares of Common Stock that such Holder was entitled to receive from the conversion at issue multiplied by (2) the actual sale price at which the sell order giving rise to such purchase obligation was executed (including any brokerage commissions) and (B) at the option of such Holder, either reissue (if surrendered) the shares of Preferred Stock equal to the number of shares of Preferred Stock submitted for conversion (in which case, such conversion shall be deemed rescinded) or deliver to such Holder the number of shares of Common Stock that would have been issued if the Corporation had timely complied with its delivery requirements under Section 6(c)(i). For example, if a Holder purchases shares of Common Stock having a total purchase price of $11,000 to cover a Buy-In with respect to an attempted conversion of shares of Preferred Stock with respect to which the actual sale price of the Conversion Shares (including any brokerage commissions) giving rise to such purchase obligation was a total of $10,000 under clause (A) of the immediately preceding sentence, the Corporation shall be required to pay such Holder $1,000. The Holder shall provide the Corporation written notice indicating the amounts payable to such Holder in respect of the Buy-In and, upon request of the Corporation, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity, including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Corporation's failure to timely deliver Conversion Shares upon conversion of the shares of Preferred Stock as required pursuant to the terms hereof.

v. Reservation of Shares Issuable Upon Conversion. The Corporation covenants that it will at all times reserve and keep available out of its authorized and unissued shares of Common Stock for the sole purpose of issuance upon conversion of the Preferred Stock as herein provided, free from preemptive rights or any other actual contingent purchase rights of Persons other than the Holder (and the other holders of the Preferred Stock), not less than such aggregate number of shares of the Common Stock as shall be issuable (taking into account the adjustments and restrictions of Section 7) upon the conversion of the then-outstanding shares of Preferred Stock. The Corporation covenants that all shares of Common Stock that shall be so issuable shall, upon issue, be duly authorized, validly issued, fully paid, and nonassessable.

vi. Fractional Shares. No fractional shares or scrip representing fractional shares shall be issued upon the conversion of the Preferred Stock. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such conversion, the Corporation shall at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Conversion Price or round up to the next whole share. Notwithstanding anything to the contrary contained herein, but consistent with the provisions of this subsection with respect to fractional Conversion Shares, nothing shall prevent any Holder from converting fractional shares of Preferred Stock.

vii. Transfer Taxes and Expenses. The issuance of Conversion Shares on conversion of this Preferred Stock shall be made without charge to any Holder for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such Conversion Shares, provided that the Corporation shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such Conversion Shares upon conversion in a name other than that of the Holders of such shares of Preferred Stock and the Corporation shall not be required to issue or deliver such Conversion Shares unless or until the Person or Persons requesting the issuance thereof shall have paid to the Corporation the amount of such tax or shall have established to the satisfaction of the Corporation that such tax has been paid. The Corporation shall pay all Transfer Agent fees required for same-day processing of any Notice of Conversion and all fees to The Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of the Conversion Shares.

d) Beneficial Ownership Limitation. The Corporation shall not effect any conversion of the Preferred Stock, and a Holder shall not have the right to convert any portion of the Preferred Stock, to the extent that, after giving effect to the

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conversion set forth on the applicable Notice of Conversion, such Holder (together with such Holder's Affiliates, and any Persons acting as a group together with such Holder or any of such Holder's Affiliates (such Persons, "Attribution Parties")) would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by such Holder and its Affiliates and Attribution Parties shall include the number of shares of Common Stock issuable upon conversion of the Preferred Stock with respect to which such determination is being made, but shall exclude the number of shares of Common Stock that are issuable upon (i) conversion of the remaining, unconverted Stated Value of Preferred Stock beneficially owned by such Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Corporation subject to a limitation on conversion or exercise analogous to the limitation contained herein (including, without limitation, the Preferred Stock) beneficially owned by such Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 6(d), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. To the extent that the limitation contained in this Section 6(d) applies, the determination of whether the Preferred Stock is convertible (in relation to other securities owned by such Holder together with any Affiliates and Attribution Parties) and of how many shares of Preferred Stock are convertible shall be in the sole discretion of such Holder, and the submission of a Notice of Conversion shall be deemed to be such Holder's determination of whether the shares of Preferred Stock may be converted (in relation to other securities owned by such Holder together with any Affiliates and Attribution Parties) and how many shares of the Preferred Stock are convertible, in each case subject to the Beneficial Ownership Limitation. To ensure compliance with this restriction, each Holder will be deemed to represent to the Corporation each time it delivers a Notice of Conversion that such Notice of Conversion has not violated the restrictions set forth in this paragraph and the Corporation shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 6(d), in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as stated in the most recent of the following: (i) the Corporation's most recent periodic or annual report filed with the Commission, as the case may be, (ii) a more recent public announcement by the Corporation, or (iii) a more recent written notice by the Corporation or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request (which may be via e-mail) of a Holder, the Corporation shall within one Trading Day confirm orally and in writing to such Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Corporation, including the Preferred Stock, by such Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 4.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon conversion of Preferred Stock held by the applicable Holder. A Holder, upon notice to the Corporation, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 6(d) applicable to its Preferred Stock, provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock upon conversion of this Preferred Stock held by the Holder and the provisions of this Section 6(d) shall continue to apply. Any such increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Corporation and shall only apply to such Holder and no other Holder. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 6(d) to correct this paragraph (or any portion hereof) that may be defective or inconsistent with the intended Beneficial Ownership Limitation contained herein or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of Preferred Stock.

Section 7. Certain Adjustments.

a) Stock Dividends and Stock Splits. If the Corporation, at any time while this Preferred Stock is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions payable in shares of Common Stock on shares of Common Stock or any other Common Stock Equivalents (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Corporation upon conversion of, or payment of a dividend on, this Preferred Stock), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of a reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (iv) issues, in the event of a reclassification of shares of the Common Stock, any shares of capital stock of the Corporation, then the Conversion Price shall be multiplied by a fraction

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of which the numerator shall be the number of shares of Common Stock (excluding any treasury shares of the Corporation) outstanding immediately before such event, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to this Section 7(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination, or re-classification.

b) Reserved.

c) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 7(a) above, if at any time the Corporation grants, issues, or sells any Common Stock Equivalents or rights to purchase stock, warrants, securities, or other property pro rata to the record holders of any class of shares of Common Stock (the "Purchase Rights"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights that the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of such Holder's Preferred Stock (without regard to any limitations on exercise hereof, including, without limitation, the Beneficial Ownership Limitation) immediately before the date on which a record is taken for the grant, issuance, or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue, or sale of such Purchase Rights (provided, however, to the extent that the Holder's right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such shares of Common Stock as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

d) Pro Rata Distributions. During such time as this Preferred Stock is outstanding, if the Corporation declares or makes any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock, or other securities, property, or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement, or other similar transaction) (a "Distribution"), at any time after the issuance of this Preferred Stock, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of this Preferred Stock (without regard to any limitations on conversion hereof, including, without limitation, the Beneficial Ownership Limitation) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution (provided, however, to the extent that the Holder's right to participate in any such Distribution would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Distribution to such extent (or in the beneficial ownership of any shares of Common Stock as a result of such Distribution to such extent) and the portion of such Distribution shall be held in abeyance for the benefit of the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

e) Fundamental Transaction. If, at any time while this Preferred Stock is outstanding, (i) the Corporation, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Corporation with or into another Person, (ii) the Corporation, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance, or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer, or exchange offer (whether by the Corporation or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender, or exchange their shares for other securities, cash, or property and has been accepted by the holders of 50% or more of the outstanding Common Stock, (iv) the Corporation, directly or indirectly, in one or more related transactions effects any reclassification, reorganization, or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, or (v) the Corporation, directly or indirectly, in one or more related transactions consummates a stock or share purchase

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agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off, or scheme of arrangement) with another Person whereby such other Person acquires more than 50% of the outstanding shares of Common Stock (each, a "Fundamental Transaction"), then, upon any subsequent conversion of this Preferred Stock, the Holder shall have the right to receive, for each Conversion Share that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction (without regard to any limitation in Section 6(d) and Section 6(e) on the conversion of this Preferred Stock), the number of shares of Common Stock of the successor or acquiring corporation or of the Corporation, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Preferred Stock is convertible immediately prior to such Fundamental Transaction (without regard to any limitation in Section 6(d) and Section 6(e) on the conversion of this Preferred Stock). For purposes of any such conversion, the determination of the Conversion Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Corporation shall apportion the Conversion Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash, or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any conversion of this Preferred Stock following such Fundamental Transaction. To the extent necessary to effectuate the foregoing provisions, any successor to the Corporation or surviving entity in such Fundamental Transaction shall file a new Certificate of Designation with the same terms and conditions and issue to the Holders new preferred stock consistent with the foregoing provisions and evidencing the Holders' right to convert such preferred stock into Alternate Consideration. The Corporation shall cause any successor entity in a Fundamental Transaction in which the Corporation is not the survivor (the "Successor Entity") to assume in writing all of the obligations of the Corporation under this Certificate of Designation and the other Transaction Documents (if any, as defined in the Exchange Agreement) in accordance with the provisions of this Section 7(e) pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder (without unreasonable delay) prior to such Fundamental Transaction and shall, at the option of the holder of this Preferred Stock, deliver to the Holder in exchange for this Preferred Stock a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Preferred Stock which is convertible for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon conversion of this Preferred Stock (without regard to any limitations on the conversion of this Preferred Stock) prior to such Fundamental Transaction, and with a conversion price that applies the conversion price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such conversion price being for the purpose of protecting the economic value of this Preferred Stock immediately prior to the consummation of such Fundamental Transaction), and that is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Certificate of Designation and the other Transaction Documents referring to the "Corporation" shall refer instead to the Successor Entity), and may exercise every right and power of the Corporation and shall assume all of the obligations of the Corporation under this Certificate of Designation and the other Transaction Documents with the same effect as if such Successor Entity had been named as the Corporation herein.

f) Calculations. All calculations under this Section 7 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 7, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding any treasury shares of the Corporation) issued and outstanding.

g) Notice to the Holders.

i. Adjustment to Conversion Price. Whenever the Conversion Price is adjusted pursuant to any provision of this Section 7, the Corporation shall promptly deliver to each Holder a notice setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

ii. Notice to Allow Conversion by Holder. If (A) the Corporation shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Corporation shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Corporation shall authorize the granting to all holders of

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the Common Stock of rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Corporation shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Corporation is a party, any sale or transfer of all or substantially all of the assets of the Corporation, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (E) the Corporation shall authorize the voluntary or involuntary dissolution, liquidation, or winding up of the affairs of the Corporation, then, in each case, the Corporation shall cause to be filed at each office or agency maintained for the purpose of conversion of this Preferred Stock, and shall cause to be delivered to each Holder at its last address as it shall appear upon the stock books of the Corporation, at least twenty (20) calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights, or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer, or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash, or other property deliverable upon such reclassification, consolidation, merger, sale, transfer, or share exchange, provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regarding the Corporation or any of the Subsidiaries, the Corporation shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to convert the Conversion Amount of this Preferred Stock (or any part hereof) during the 20-day period commencing on the date of such notice through the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

Section 8. Miscellaneous.

a) Notices. Any and all notices or other communications or deliveries to be provided by the Holders hereunder including, without limitation, any Notice of Conversion, shall be in writing and delivered personally, by .pdf via e-mail, or sent by a nationally recognized overnight courier service, addressed to the Corporation, at the address set forth above Attention: Alvin McCoy, III, e-mail address alvin.mccoy@cycurion.com or such other e-mail address or address as the Corporation may specify for such purposes by notice to the Holders delivered in accordance with this Section 8. Any and all notices or other communications or deliveries to be provided by the Corporation hereunder shall be in writing and delivered personally, by .pdf via e-mail, or sent by a nationally recognized overnight courier service addressed to each Holder at the e-mail address or address of such Holder appearing on the books of the Corporation, or if no such e-mail address or address appears on the books of the Corporation, at the principal place of business of such Holder, as set forth in the Exchange Agreement. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via e-mail at the e-mail address set forth in this Section prior to 5:30 p.m. (New York City time) on any date, (ii) the next Trading Day after the date of transmission, if such notice or communication is delivered via e-mail at the e-mail address set forth in this Section on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (iii) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given.

b) Absolute Obligation. Except as expressly provided herein, no provision of this Certificate of Designation shall alter or impair the obligation of the Corporation, which is absolute and unconditional, to pay liquidated damages and accrued dividends, as applicable, on the shares of Preferred Stock at the time, place, and rate, and in the coin or currency, herein prescribed.

c) Lost or Mutilated Preferred Stock Certificate. If a Holder's Preferred Stock certificate shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the shares of Preferred Stock so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership hereof reasonably satisfactory to the Corporation.

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d) Governing Law. All questions concerning the construction, validity, enforcement, and interpretation of this Certificate of Designation shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without regard to the principles of conflict of laws thereof. All legal proceedings concerning the interpretation, enforcement and defense of the transactions contemplated by any of the Transaction Documents (whether brought against a party hereto or its respective Affiliates, directors, officers, stockholders, employees, or agents) shall be commenced in the state and federal courts sitting in the City of New York, Borough of Manhattan (the "New York Courts"). The Corporation and each Holder hereby irrevocably submits to the exclusive jurisdiction of the New York Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such New York Courts, or such New York Courts are improper or inconvenient venue for such proceeding. The Corporation and each Holder hereby irrevocably waives personal service of process and consents to process being served in any such suit, action, or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Certificate of Designation and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by applicable law. The Corporation and each Holder hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Certificate of Designation or the transactions contemplated hereby. If the Corporation or any Holder shall commence an action or proceeding to enforce any provisions of this Certificate of Designation, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its attorneys' fees and other costs and expenses incurred in the investigation, preparation and prosecution of such action or proceeding.

e) Waiver. Any waiver by the Corporation or a Holder of a breach of any provision of this Certificate of Designation shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Certificate of Designation or a waiver by any other Holders. The failure of the Corporation or a Holder to insist upon strict adherence to any term of this Certificate of Designation on one or more occasions shall not be considered a waiver or deprive that party (or any other Holder) of the right thereafter to insist upon strict adherence to that term or any other term of this Certificate of Designation on any other occasion. Any waiver by the Corporation or a Holder must be in writing.

f) Severability. If any provision of this Certificate of Designation is invalid, illegal, or unenforceable, the balance of this Certificate of Designation shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder violates the applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law.

g) Next Business Day. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

h) Headings. The headings contained herein are for convenience only, do not constitute a part of this Certificate of Designation and shall not be deemed to limit or affect any of the provisions hereof.

i) Status of Converted or Redeemed Preferred Stock. Shares of Preferred Stock may only be issued pursuant to the Exchange Agreement. If any shares of Preferred Stock shall be converted, redeemed, or reacquired by the Corporation, such shares shall resume the status of authorized but unissued shares of preferred stock and shall no longer be designated as Series A Convertible Preferred Stock.

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RESOLVED, FURTHER, that the Chairman, the president or any vice-president, and the secretary or any assistant secretary, of the Corporation be and they hereby are authorized and directed to prepare and file this Certificate of Designation of Preferences, Rights, and Limitations in accordance with the foregoing resolution and the provisions of Delaware law.

IN WITNESS WHEREOF, the undersigned have executed this Certificate this 14th day of February 2025.

/s/ L. Kevin Kelly	/s/ Alvin McCoy, III
Name: L. Kevin Kelly	Name: Alvin McCoy, III
Title: Chief Executive Officer	Title: Secretary

ANNEX A

NOTICE OF CONVERSION
(TO BE EXECUTED BY THE REGISTERED HOLDER IN ORDER TO CONVERT SHARES OF PREFERRED STOCK)

The undersigned hereby elects to convert the number of shares of Series A Convertible Preferred Stock indicated below into shares of common stock, par value $0.0001 per share (the "Common Stock"), of Cycurion, Inc., a Delaware corporation (the "Corporation"), according to the conditions hereof, as of the date written below. If shares of Common Stock are to be issued in the name of a Person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as may be required by the Corporation in accordance with the Exchange Agreement. No fee will be charged to the Holders for any conversion, except for any such transfer taxes.

Conversion calculations:

Date to Effect Conversion: _____

Number of shares of Preferred Stock owned prior to Conversion: _____

Number of shares of Preferred Stock to be Converted: _____

Stated Value of shares of Preferred Stock to be Converted: _____

Number of shares of Common Stock to be Issued: _____

Applicable Conversion Price:_____

Number of shares of Preferred Stock subsequent to Conversion: _____

Address for Delivery: _____
or
DWAC Instructions:
Broker no: _____
Account no: _____

[HOLDER]

By: _____
Name:
Title:

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Exhibit 3.8

CYCURION, INC.

**CERTIFICATE OF DESIGNATION OF PREFERENCES,
RIGHTS, AND LIMITATIONS
OF
SERIES B CONVERTIBLE PREFERRED STOCK**

PURSUANT TO SECTION 151 OF THE
DELAWARE GENERAL CORPORATION LAW

The undersigned, L. Kevin Kelly and Alvin McCoy, III, do hereby certify that:

1. They are the President and Secretary, respectively, of Cycurion, Inc., a Delaware corporation (the "Corporation").

2. The Corporation is authorized to issue 20,000,000 shares of preferred stock, none of which has been issued.

3. The following resolutions were duly adopted by the board of directors of the Corporation (the "Board of Directors"):

WHEREAS, the certificate of incorporation of the Corporation provides for a class of its authorized stock known as preferred stock, consisting of 20,000,000 shares, $0.0001 par value per share, issuable from time to time in one or more series;

WHEREAS, the Board of Directors is authorized to fix the dividend rights, dividend rate, voting rights, conversion rights, rights, and terms of redemption and liquidation preferences of any wholly unissued series of preferred stock and the number of shares constituting any Series and the designation thereof, of any of them; and

WHEREAS, it is the desire of the Board of Directors, pursuant to its authority as aforesaid, to fix the rights, preferences, restrictions, and other matters relating to a series of the preferred stock, which shall consist of, except as otherwise set forth in the Exchange Agreement, up to 3,000 shares of the preferred stock which the Corporation has the authority to issue, as follows:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors does hereby provide for the issuance of a series of preferred stock for cash or exchange of other securities, rights or property and does hereby fix and determine the rights, preferences, restrictions, and other matters relating to such series of preferred stock as follows:

TERMS OF PREFERRED STOCK

Section 1. Definitions. For the purposes hereof, the following terms shall have the following meanings:

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 of the Securities Act.

"Alternate Consideration" shall have the meaning set forth in Section 7(e).

"Beneficial Ownership Limitation" shall have the meaning set forth in Section 6(d).

"Business Day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States, or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"Buy-In" shall have the meaning set forth in Section 6(c)(iv).

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"Closing" means the closing of the purchase and sale of the Securities pursuant to the Exchange Agreement.

"Closing Date" means the Trading Day on which all of the Transaction Documents have been executed and delivered by the applicable parties thereto and all conditions precedent to (i) each Holder's obligations to deliver the securities of Cycurion, Inc. referenced in the Exchange Agreement and (ii) the Corporation's obligations to deliver the Securities have been satisfied or waived.

"Commission" means the United States Securities and Exchange Commission.

"Common Stock" means the Corporation's common stock, par value $0.0001 per share, and stock of any other class of securities into which such securities may hereafter be reclassified or changed.

"Common Stock Equivalents" means any securities of the Corporation or the Subsidiaries that would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, rights, options, warrants, or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

"Conversion Amount" means the sum of the Stated Value at issue.

"Conversion Date" shall have the meaning set forth in Section 6(a).

"Conversion Price" shall have the meaning set forth in Section 6(b).

"Conversion Shares" means, collectively, the shares of Common Stock issuable upon conversion of the shares of Preferred Stock in accordance with the terms hereof.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Fundamental Transaction" shall have the meaning set forth in Section 7(e).

"GAAP" means United States generally accepted accounting principles.

"Holder" shall have the meaning given such term in Section 2.

"Issuable Maximum" shall have the meaning set forth in Section 6(e).

"Liquidation" shall have the meaning set forth in Section 5.

"Notice of Conversion" shall have the meaning set forth in Section 6(a).

"Original Issue Date" means the effective date of the Merger.

"Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof), or other entity of any kind.

"Preferred Stock" shall have the meaning set forth in Section 2.

"Exchange Agreement" means the Individual Contribution and Exchange Agreement, dated as of the Original Issue Date, among the Corporation and the original Holders, as amended, modified, or supplemented from time to time in accordance with its terms.

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"Registration Rights Agreement" means the Registration Rights Agreement, dated as of the date of the Exchange Agreement, among the Corporation and the original Holders, in the form of Exhibit B attached to the Exchange Agreement.

"Rule 144" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"Securities" means the Preferred Stock and the Underlying Shares.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Share Delivery Date" shall have the meaning set forth in Section 6(c).

"Stated Value" shall have the meaning set forth in Section 2, as the same may be increased pursuant to Section 3.

"Subsidiary" means any subsidiary of the Corporation and shall, where applicable, also include any direct or indirect subsidiary of the Corporation formed or acquired after the issuance of shares of Series B Preferred Stock.

"Successor Entity" shall have the meaning set forth in Section 7(e).

"Trading Day" means a day on which the principal Trading Market is open for business.

"Trading Market" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, or any successors to any of the foregoing.

"Transaction Documents" means this Certificate of Designation and any Lock-up or Leak-out Agreement to which a Holder and the Corporation are parties, all exhibits and schedules thereto and hereto, and any other documents or agreements executed in connection with the transactions contemplated pursuant to the Merger (the "Merger") as described in the Corporation's Registration Statement on Form S-4, declared effective by the U.S. Securities and Exchange Commission on January 10, 2025.

"Transfer Agent" means Equiniti Shareholder Services LLC, the current transfer agent of the Corporation with a mailing address of 55 Challenger Road, Floor 2, Richfield Park, New Jersey 07660, and any successor transfer agent of the Corporation.

"Underlying Shares" means the shares of Common Stock issued and issuable upon conversion of the Preferred Stock.

"VWAP" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if the OTCQB® Venture Market ("OTCQB") or the OTCQX® Best Market ("OTCQX") is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the OTCQB or the OTCQX as applicable, (c) if the Common Stock is not then listed or quoted for trading on the OTCQB or the OTCQX and if prices for the Common Stock are then reported in the Pink® Open Market ("Pink Market") operated by OTC Markets Group Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Purchasers of a majority in interest of the Securities then outstanding and reasonably acceptable to the Corporation, the fees and expenses of which shall be paid by the Corporation.

Section 2. Designation, Amount and Par Value. The series of preferred stock shall be designated as its Series B Convertible Preferred Stock (the "Preferred Stock") and the number of shares so designated shall be up to 3,000 (which shall not be

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subject to increase without the written consent of all of the holders of the Preferred Stock (each, a "Holder" and, collectively, the "Holders")). Each share of Preferred Stock shall have a par value of $0.0001 per share and a stated value equal to $1.00, subject to increase set forth in Section 3 below (the "Stated Value").

Section 3. Dividends. Except for stock dividends or distributions for which adjustments are to be made pursuant to Section 7, Holders shall be entitled to receive, and the Corporation shall pay, dividends on shares of Preferred Stock equal (on an as-if-converted-to-Common-Stock basis) to and in the same form as dividends actually paid on shares of the Common Stock when, as, and if such dividends are paid on shares of the Common Stock. No other dividends shall be paid on shares of Preferred Stock.

Section 4. Voting Rights. Except as otherwise provided herein or as otherwise required by law, the Preferred Stock shall have no voting rights. However, as long as any shares of Preferred Stock are outstanding, the Corporation shall not, without the affirmative vote of the Holders of a majority of the then-outstanding shares of the Preferred Stock, (a) alter or change adversely the powers, preferences, or rights given to the Preferred Stock or alter or amend this Certificate of Designation, (b) amend its certificate of incorporation or other charter documents in any manner that adversely affects any rights of the Holders, (c) increase the number of authorized shares of Preferred Stock, or (d) enter into any agreement with respect to any of the foregoing.

Section 5. Liquidation. Upon any liquidation, dissolution, or winding-up of the Corporation, whether voluntary or involuntary (a "Liquidation"), the Holders shall be entitled to receive out of the assets, whether capital or surplus, of the Corporation an amount equal to the Stated Value, plus any accrued and unpaid dividends thereon, for each share of Preferred Stock before any distribution or payment shall be made to the holders of the Common Stock, and if the assets of the Corporation shall be insufficient to pay in full such amounts, then the entire assets to be distributed to the Holders shall be ratably distributed among the Holders in accordance with the respective amounts that would be payable on such shares if all amounts payable thereon were paid in full. The Corporation shall mail written notice of any such Liquidation, not less than 45 days prior to the payment date stated therein, to each Holder. Upon any liquidation, dissolution, or winding-up of the Corporation, whether voluntary or involuntary (a "Liquidation"), the Holders shall be entitled to receive out of the assets, whether capital or surplus, of the Corporation the same amount that a holder of Common Stock would receive if the Preferred Stock were fully converted (disregarding for such purposes any conversion limitations hereunder) to Common Stock, which amounts shall be paid pari passu with all holders of Common Stock. The Corporation shall mail written notice of any such Liquidation, not less than 45 days prior to the payment date stated therein, to each Holder.

Section 6. Conversion.

a) Conversions at Option of Holder. Each share of Preferred Stock shall be convertible, at any time and from time to time from and after the Original Issue Date at the option of the Holder thereof, into that number of shares of Common Stock (subject to the limitations set forth in Section 6(d) and Section 6(e)) determined by dividing the Stated Value of such share of Preferred Stock by the Conversion Price. Holders shall effect conversions by providing the Corporation with the form of conversion notice attached hereto as Annex A (a "Notice of Conversion"). Each Notice of Conversion shall specify the number of shares of Preferred Stock to be converted, the number of shares of Preferred Stock owned prior to the conversion at issue, the number of shares of Preferred Stock owned subsequent to the conversion at issue, and the date on which such conversion is to be effected, which date may not be prior to the date the applicable Holder delivers by .pdf via e-mail such Notice of Conversion to the Corporation (such date, the "Conversion Date"). If no Conversion Date is specified in a Notice of Conversion, the Conversion Date shall be the date that such Notice of Conversion to the Corporation is deemed delivered hereunder. No ink-original Notice of Conversion shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Conversion form be required. The calculations and entries set forth in the Notice of Conversion shall control in the absence of manifest or mathematical error. To effect conversions of shares of Preferred Stock, a Holder shall not be required to surrender the certificate(s) representing the shares of Preferred Stock to the Corporation unless all of the shares of Preferred Stock represented thereby are so converted, in which case such Holder shall deliver the certificate representing such shares of Preferred Stock promptly following the Conversion Date at issue. Shares of Preferred Stock converted into Common Stock or redeemed in accordance with the terms hereof shall be canceled and shall not be reissued.

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b) Conversion Price. The conversion price for the Preferred Stock shall equal $0.0005 subject to adjustment herein (the "Conversion Price").

c) Mechanics of Conversion

i. Delivery of Conversion Shares Upon Conversion. Not later than the earlier of (i) two (2) Trading Days and (ii) the number of Trading Days comprising the Standard Settlement Period (as defined below) after each Conversion Date (the "Share Delivery Date"), the Corporation shall deliver, or cause to be delivered, to the converting Holder (A) Conversion Shares that, on or after the six-month anniversary of the Original Issue Date, shall be free of restrictive legends and trading restrictions (other than those which may then be required by the Exchange Agreement or the Lock-up Agreements) representing the number of Conversion Shares being acquired upon the conversion of the Preferred Stock and (B) a bank check in the amount of accrued and unpaid dividends, if any. On or after the six-month anniversary of the Original Issue Date, the Corporation shall use its best efforts to deliver the Conversion Shares required to be delivered by the Corporation under this Section 6 electronically through The Depository Trust Company or another established clearing corporation performing similar functions. As used herein, "Standard Settlement Period" means the standard settlement period, expressed in a number of Trading Days, on the Corporation's primary Trading Market with respect to the Common Stock as in effect on the date of delivery of the Notice of Conversion. Notwithstanding the foregoing, with respect to any Notice(s) of Conversion delivered by 12:00 noon (New York City time) on the Original Issue Date, the Corporation agrees to deliver the Conversion Shares subject to such notice(s) by 4:00 p.m. (New York City time) on the Original Issue Date.

ii. Failure to Deliver Conversion Shares. If, in the case of any Notice of Conversion, such Conversion Shares are not delivered to or as directed by the applicable Holder by the Share Delivery Date, the Holder shall be entitled to elect by written notice to the Corporation at any time on or before its receipt of such Conversion Shares, to rescind such Conversion, in which event the Corporation shall promptly return to the Holder any original Preferred Stock certificate delivered to the Corporation and the Holder shall promptly return to the Corporation the Conversion Shares issued to such Holder pursuant to the rescinded Notice of Conversion.

iii. Obligation Absolute; Partial Liquidated Damages. The Corporation's obligation to issue and deliver the Conversion Shares upon conversion of Preferred Stock in accordance with the terms hereof are absolute and unconditional, irrespective of any action or inaction by a Holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any Person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by such Holder or any other Person of any obligation to the Corporation or any violation or alleged violation of law by such Holder or any other person, and irrespective of any other circumstance that might otherwise limit such obligation of the Corporation to such Holder in connection with the issuance of such Conversion Shares; provided, however, that such delivery shall not operate as a waiver by the Corporation of any such action that the Corporation may have against such Holder. In the event a Holder shall elect to convert any or all of the Stated Value of its Preferred Stock, the Corporation may not refuse conversion based on any claim that such Holder or anyone associated or affiliated with such Holder has been engaged in any violation of law, agreement, or for any other reason, unless an injunction from a court, on notice to Holder, restraining and/or enjoining conversion of all or part of the Preferred Stock of such Holder shall have been sought and obtained, and the Corporation shall have posted a surety bond for the benefit of such Holder in the amount of 150% of the Stated Value of Preferred Stock that is subject to the injunction, which bond shall remain in effect until the completion of arbitration/litigation of the underlying dispute and the proceeds of which shall be payable to such Holder to the extent it obtains judgment. In the absence of such injunction, the Corporation shall issue Conversion Shares and, if applicable, cash, upon a properly noticed conversion. If the Corporation fails to deliver to a Holder such Conversion Shares pursuant to Section 6(c)(i) by the Share Delivery Date applicable to such conversion, the Corporation shall pay to such Holder, in cash, as liquidated damages and not as a penalty, for each $5,000 of Stated Value of Preferred Stock being converted, $50 per Trading Day (increasing to $100 per Trading Day on the third Trading Day and increasing to $200 per Trading Day on the sixth Trading Day after the Share Delivery Date) for each Trading Day after the Share Delivery Date until such Conversion Shares have been delivered or Holder rescinds such conversion. Nothing herein shall limit a Holder's right to pursue actual damages for the Corporation's failure to deliver Conversion Shares within

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the period specified herein and such Holder shall have the right to pursue all remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief. The exercise of any such rights shall not prohibit a Holder from seeking to enforce damages pursuant to any other Section hereof or under applicable law.

iv. Compensation for Buy-In on Failure to Timely Deliver Conversion Shares Upon Conversion. In addition to any other rights available to the Holder, if the Corporation fails for any reason to deliver to a Holder the applicable Conversion Shares by the Share Delivery Date pursuant to Section 6(c)(i), and if, after such Share Delivery Date, such Holder is required by its brokerage firm to purchase (in an open market transaction or otherwise), or the Holder's brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by such Holder of the Conversion Shares that such Holder was entitled to receive upon the conversion relating to such Share Delivery Date (a "Buy-In"), then the Corporation shall (A) pay in cash to such Holder (in addition to any other remedies available to or elected by such Holder) the amount, if any, by which (x) such Holder's total purchase price (including any brokerage commissions) for the Common Stock so purchased exceeds (y) the product of (1) the aggregate number of shares of Common Stock that such Holder was entitled to receive from the conversion at issue multiplied by (2) the actual sale price at which the sell order giving rise to such purchase obligation was executed (including any brokerage commissions) and (B) at the option of such Holder, either reissue (if surrendered) the shares of Preferred Stock equal to the number of shares of Preferred Stock submitted for conversion (in which case, such conversion shall be deemed rescinded) or deliver to such Holder the number of shares of Common Stock that would have been issued if the Corporation had timely complied with its delivery requirements under Section 6(c)(i). For example, if a Holder purchases shares of Common Stock having a total purchase price of $11,000 to cover a Buy-In with respect to an attempted conversion of shares of Preferred Stock with respect to which the actual sale price of the Conversion Shares (including any brokerage commissions) giving rise to such purchase obligation was a total of $10,000 under clause (A) of the immediately preceding sentence, the Corporation shall be required to pay such Holder $1,000. The Holder shall provide the Corporation written notice indicating the amounts payable to such Holder in respect of the Buy-In and, upon request of the Corporation, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity, including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Corporation's failure to timely deliver Conversion Shares upon conversion of the shares of Preferred Stock as required pursuant to the terms hereof.

v. Reservation of Shares Issuable Upon Conversion. The Corporation covenants that it will at all times reserve and keep available out of its authorized and unissued shares of Common Stock for the sole purpose of issuance upon conversion of the Preferred Stock as herein provided, free from preemptive rights or any other actual contingent purchase rights of Persons other than the Holder (and the other holders of the Preferred Stock), not less than such aggregate number of shares of the Common Stock as shall be issuable (taking into account the adjustments and restrictions of Section 7) upon the conversion of the then-outstanding shares of Preferred Stock. The Corporation covenants that all shares of Common Stock that shall be so issuable shall, upon issue, be duly authorized, validly issued, fully paid, and nonassessable.

vi. Fractional Shares. No fractional shares or scrip representing fractional shares shall be issued upon the conversion of the Preferred Stock. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such conversion, the Corporation shall at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Conversion Price or round up to the next whole share. Notwithstanding anything to the contrary contained herein, but consistent with the provisions of this subsection with respect to fractional Conversion Shares, nothing shall prevent any Holder from converting fractional shares of Preferred Stock.

vii. Transfer Taxes and Expenses. The issuance of Conversion Shares on conversion of this Preferred Stock shall be made without charge to any Holder for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such Conversion Shares, provided that the Corporation shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such Conversion Shares upon conversion in a name other than that of the Holders of such shares of Preferred Stock and the Corporation shall not be required to issue or deliver such Conversion Shares unless or until the Person or Persons requesting the issuance thereof

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shall have paid to the Corporation the amount of such tax or shall have established to the satisfaction of the Corporation that such tax has been paid. The Corporation shall pay all Transfer Agent fees required for same-day processing of any Notice of Conversion and all fees to The Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of the Conversion Shares.

d) Beneficial Ownership Limitation. The Corporation shall not effect any conversion of the Preferred Stock, and a Holder shall not have the right to convert any portion of the Preferred Stock, to the extent that, after giving effect to the conversion set forth on the applicable Notice of Conversion, such Holder (together with such Holder's Affiliates, and any Persons acting as a group together with such Holder or any of such Holder's Affiliates (such Persons, "Attribution Parties")) would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by such Holder and its Affiliates and Attribution Parties shall include the number of shares of Common Stock issuable upon conversion of the Preferred Stock with respect to which such determination is being made, but shall exclude the number of shares of Common Stock that are issuable upon (i) conversion of the remaining, unconverted Stated Value of Preferred Stock beneficially owned by such Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Corporation subject to a limitation on conversion or exercise analogous to the limitation contained herein (including, without limitation, the Preferred Stock) beneficially owned by such Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 6(d), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. To the extent that the limitation contained in this Section 6(d) applies, the determination of whether the Preferred Stock is convertible (in relation to other securities owned by such Holder together with any Affiliates and Attribution Parties) and of how many shares of Preferred Stock are convertible shall be in the sole discretion of such Holder, and the submission of a Notice of Conversion shall be deemed to be such Holder's determination of whether the shares of Preferred Stock may be converted (in relation to other securities owned by such Holder together with any Affiliates and Attribution Parties) and how many shares of the Preferred Stock are convertible, in each case subject to the Beneficial Ownership Limitation. To ensure compliance with this restriction, each Holder will be deemed to represent to the Corporation each time it delivers a Notice of Conversion that such Notice of Conversion has not violated the restrictions set forth in this paragraph and the Corporation shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 6(d), in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as stated in the most recent of the following: (i) the Corporation's most recent periodic or annual report filed with the Commission, as the case may be, (ii) a more recent public announcement by the Corporation, or (iii) a more recent written notice by the Corporation or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request (which may be via e-mail) of a Holder, the Corporation shall within one Trading Day confirm orally and in writing to such Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Corporation, including the Preferred Stock, by such Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon conversion of Preferred Stock held by the applicable Holder. A Holder, upon notice to the Corporation, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 6(d) applicable to its Preferred Stock, provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock upon conversion of this Preferred Stock held by the Holder and the provisions of this Section 6(d) shall continue to apply. Any such increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Corporation and shall only apply to such Holder and no other Holder. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 6(d) to correct this paragraph (or any portion hereof) that may be defective or inconsistent with the intended Beneficial Ownership Limitation contained herein or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of Preferred Stock.

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Section 7. Certain Adjustments.

a) Stock Dividends and Stock Splits. If the Corporation, at any time while this Preferred Stock is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions payable in shares of Common Stock on shares of Common Stock or any other Common Stock Equivalents (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Corporation upon conversion of, or payment of a dividend on, this Preferred Stock), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of a reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (iv) issues, in the event of a reclassification of shares of the Common Stock, any shares of capital stock of the Corporation, then the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding any treasury shares of the Corporation) outstanding immediately before such event, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to this Section 7(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination, or re-classification.

b) Subsequent Equity Sales. If, at any time while this Preferred Stock is outstanding, the Corporation or any Subsidiary, as applicable sells or grants any option to purchase or sells or grants any right to reprice, or otherwise disposes of or issues (or announces any sale, grant, or any option to purchase or other disposition), any Common Stock or Common Stock Equivalents entitling any Person to acquire shares of Common Stock at an effective price per share that is lower than the then Conversion Price (such lower price, the "Base Conversion Price" and such issuances, collectively, a "Dilutive Issuance") (if the holder of the Common Stock or Common Stock Equivalents so issued shall at any time, whether by operation of purchase price adjustments, reset provisions, floating conversion, exercise or exchange prices, or otherwise, or due to warrants, options, or rights per share which are issued in connection with such issuance, be entitled to receive shares of Common Stock at an effective price per share that is lower than the Conversion Price, such issuance shall be deemed to have occurred for less than the Conversion Price on such date of the Dilutive Issuance), then, simultaneously with the consummation (or, if earlier, the announcement) of each Dilutive Issuance, the Conversion Price shall be reduced to equal the Base Conversion Price. Notwithstanding the foregoing, no adjustment will be made under this Section 7(b) in respect of an Exempt Issuance. If the Corporation enters into a Variable Rate Transaction, the Corporation shall be deemed to have issued Common Stock or Common Stock Equivalents at the lowest possible conversion price at which such securities may be converted or exercised. The Corporation shall notify the Holders in writing, no later than the Trading Day following the issuance of any Common Stock or Common Stock Equivalents subject to this Section 7(b), indicating therein the applicable issuance price, or applicable reset price, exchange price, conversion price, and other pricing terms (such notice, the "Dilutive Issuance Notice"). For purposes of clarification, whether or not the Corporation provides a Dilutive Issuance Notice pursuant to this Section 7(b), upon the occurrence of any Dilutive Issuance, the Holders are entitled to receive a number of Conversion Shares based upon the Base Conversion Price on or after the date of such Dilutive Issuance, regardless of whether a Holder accurately refers to the Base Conversion Price in the Notice of Conversion.

c) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 7(a) above, if at any time the Corporation grants, issues, or sells any Common Stock Equivalents or rights to purchase stock, warrants, securities, or other property pro rata to the record holders of any class of shares of Common Stock (the "Purchase Rights"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights that the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of such Holder's Preferred Stock (without regard to any limitations on exercise hereof, including, without limitation, the Beneficial Ownership Limitation) immediately before the date on which a record is taken for the grant, issuance, or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue, or sale of such Purchase Rights (provided, however, to the extent that the Holder's right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such shares of Common Stock as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

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d) Pro Rata Distributions. During such time as this Preferred Stock is outstanding, if the Corporation declares or makes any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock, or other securities, property, or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement, or other similar transaction) (a "Distribution"), at any time after the issuance of this Preferred Stock, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of this Preferred Stock (without regard to any limitations on conversion hereof, including, without limitation, the Beneficial Ownership Limitation) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution (provided, however, to the extent that the Holder's right to participate in any such Distribution would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Distribution to such extent (or in the beneficial ownership of any shares of Common Stock as a result of such Distribution to such extent) and the portion of such Distribution shall be held in abeyance for the benefit of the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

e) Fundamental Transaction. If, at any time while this Preferred Stock is outstanding, (i) the Corporation, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Corporation with or into another Person, (ii) the Corporation, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance, or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer, or exchange offer (whether by the Corporation or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender, or exchange their shares for other securities, cash, or property and has been accepted by the holders of 50% or more of the outstanding Common Stock, (iv) the Corporation, directly or indirectly, in one or more related transactions effects any reclassification, reorganization, or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, or (v) the Corporation, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off, or scheme of arrangement) with another Person whereby such other Person acquires more than 50% of the outstanding shares of Common Stock (each, a "Fundamental Transaction"), then, upon any subsequent conversion of this Preferred Stock, the Holder shall have the right to receive, for each Conversion Share that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction (without regard to any limitation in Section 6(d) and Section 6(e) on the conversion of this Preferred Stock), the number of shares of Common Stock of the successor or acquiring corporation or of the Corporation, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Preferred Stock is convertible immediately prior to such Fundamental Transaction (without regard to any limitation in Section 6(d) and Section 6(e) on the conversion of this Preferred Stock). For purposes of any such conversion, the determination of the Conversion Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Corporation shall apportion the Conversion Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash, or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any conversion of this Preferred Stock following such Fundamental Transaction. To the extent necessary to effectuate the foregoing provisions, any successor to the Corporation or surviving entity in such Fundamental Transaction shall file a new Certificate of Designation with the same terms and conditions and issue to the Holders new preferred stock consistent with the foregoing provisions and evidencing the Holders' right to convert such preferred stock into Alternate Consideration. The Corporation shall cause any successor entity in a Fundamental Transaction in which the Corporation is not the survivor (the "Successor Entity") to assume in writing all of the obligations of the Corporation under this Certificate of Designation and

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the other Transaction Documents (if any, as defined in the Exchange Agreement) in accordance with the provisions of this Section 7(e) pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder (without unreasonable delay) prior to such Fundamental Transaction and shall, at the option of the holder of this Preferred Stock, deliver to the Holder in exchange for this Preferred Stock a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Preferred Stock which is convertible for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon conversion of this Preferred Stock (without regard to any limitations on the conversion of this Preferred Stock) prior to such Fundamental Transaction, and with a conversion price that applies the conversion price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such conversion price being for the purpose of protecting the economic value of this Preferred Stock immediately prior to the consummation of such Fundamental Transaction), and that is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Certificate of Designation and the other Transaction Documents referring to the "Corporation" shall refer instead to the Successor Entity), and may exercise every right and power of the Corporation and shall assume all of the obligations of the Corporation under this Certificate of Designation and the other Transaction Documents with the same effect as if such Successor Entity had been named as the Corporation herein.

f) Calculations. All calculations under this Section 7 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 7, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding any treasury shares of the Corporation) issued and outstanding.

g) Notice to the Holders.

i. Adjustment to Conversion Price. Whenever the Conversion Price is adjusted pursuant to any provision of this Section 7, the Corporation shall promptly deliver to each Holder a notice setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

ii. Notice to Allow Conversion by Holder. If (A) the Corporation shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Corporation shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Corporation shall authorize the granting to all holders of the Common Stock of rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Corporation shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Corporation is a party, any sale or transfer of all or substantially all of the assets of the Corporation, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (E) the Corporation shall authorize the voluntary or involuntary dissolution, liquidation, or winding up of the affairs of the Corporation, then, in each case, the Corporation shall cause to be filed at each office or agency maintained for the purpose of conversion of this Preferred Stock, and shall cause to be delivered to each Holder at its last address as it shall appear upon the stock books of the Corporation, at least twenty (20) calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights, or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer, or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash, or other property deliverable upon such reclassification, consolidation, merger, sale, transfer, or share exchange, provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regarding the Corporation or any of the Subsidiaries, the Corporation shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to convert the Conversion Amount of this Preferred Stock (or

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any part hereof) during the 20-day period commencing on the date of such notice through the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

Section 8. Miscellaneous.

a) Notices. Any and all notices or other communications or deliveries to be provided by the Holders hereunder including, without limitation, any Notice of Conversion, shall be in writing and delivered personally, by .pdf via e-mail, or sent by a nationally recognized overnight courier service, addressed to the Corporation, at the address set forth above Attention: Alvin McCoy, III, e-mail address alvin.mccoy@cycurion.com or such other e-mail address or address as the Corporation may specify for such purposes by notice to the Holders delivered in accordance with this Section 8. Any and all notices or other communications or deliveries to be provided by the Corporation hereunder shall be in writing and delivered personally, by .pdf via e-mail, or sent by a nationally recognized overnight courier service addressed to each Holder at the e-mail address or address of such Holder appearing on the books of the Corporation, or if no such e-mail address or address appears on the books of the Corporation, at the principal place of business of such Holder, as set forth in the Exchange Agreement. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via e-mail at the e-mail address set forth in this Section prior to 5:30 p.m. (New York City time) on any date, (ii) the next Trading Day after the date of transmission, if such notice or communication is delivered via e-mail at the e-mail address set forth in this Section on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (iii) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given.

b) Absolute Obligation. Except as expressly provided herein, no provision of this Certificate of Designation shall alter or impair the obligation of the Corporation, which is absolute and unconditional, to pay liquidated damages and accrued dividends, as applicable, on the shares of Preferred Stock at the time, place, and rate, and in the coin or currency, herein prescribed.

c) Lost or Mutilated Preferred Stock Certificate. If a Holder's Preferred Stock certificate shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the shares of Preferred Stock so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership hereof reasonably satisfactory to the Corporation.

d) Governing Law. All questions concerning the construction, validity, enforcement, and interpretation of this Certificate of Designation shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without regard to the principles of conflict of laws thereof. All legal proceedings concerning the interpretation, enforcement and defense of the transactions contemplated by any of the Transaction Documents (whether brought against a party hereto or its respective Affiliates, directors, officers, stockholders, employees, or agents) shall be commenced in the state and federal courts sitting in the City of New York, Borough of Manhattan (the "New York Courts"). The Corporation and each Holder hereby irrevocably submits to the exclusive jurisdiction of the New York Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such New York Courts, or such New York Courts are improper or inconvenient venue for such proceeding. The Corporation and each Holder hereby irrevocably waives personal service of process and consents to process being served in any such suit, action, or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Certificate of Designation and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by applicable law. The Corporation and each Holder hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Certificate of Designation or the transactions contemplated hereby. If the Corporation or any Holder shall commence an action or proceeding to enforce any provisions of this Certificate of Designation, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its attorneys' fees and other costs and expenses incurred in the investigation, preparation and prosecution of such action or proceeding.

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e) Waiver. Any waiver by the Corporation or a Holder of a breach of any provision of this Certificate of Designation shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Certificate of Designation or a waiver by any other Holders. The failure of the Corporation or a Holder to insist upon strict adherence to any term of this Certificate of Designation on one or more occasions shall not be considered a waiver or deprive that party (or any other Holder) of the right thereafter to insist upon strict adherence to that term or any other term of this Certificate of Designation on any other occasion. Any waiver by the Corporation or a Holder must be in writing.

f) Severability. If any provision of this Certificate of Designation is invalid, illegal, or unenforceable, the balance of this Certificate of Designation shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder violates the applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law.

g) Next Business Day. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

h) Headings. The headings contained herein are for convenience only, do not constitute a part of this Certificate of Designation and shall not be deemed to limit or affect any of the provisions hereof.

i) Status of Converted or Redeemed Preferred Stock. Shares of Preferred Stock may only be issued pursuant to the Exchange Agreement. If any shares of Preferred Stock shall be converted, redeemed, or reacquired by the Corporation, such shares shall resume the status of authorized but unissued shares of preferred stock and shall no longer be designated as Series B Convertible Preferred Stock.

****

RESOLVED, FURTHER, that the Chairman, the president or any vice-president, and the secretary or any assistant secretary, of the Corporation be and they hereby are authorized and directed to prepare and file this Certificate of Designation of Preferences, Rights, and Limitations in accordance with the foregoing resolution and the provisions of Delaware law.

IN WITNESS WHEREOF, the undersigned have executed this Certificate this 14th day of February, 2025.

/s/ L. Kevin Kelly	/s/ Alvin McCoy, III
Name: L. Kevin Kelly	Name: Alvin McCoy, III
Title: Chief Executive Officer	Title: Secretary

ANNEX A

NOTICE OF CONVERSION
(TO BE EXECUTED BY THE REGISTERED HOLDER IN ORDER TO CONVERT SHARES OF PREFERRED STOCK)

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The undersigned hereby elects to convert the number of shares of Series B Convertible Preferred Stock indicated below into shares of common stock, par value $0.0001 per share (the "Common Stock"), of Cycurion, Inc., a Delaware corporation (the "Corporation"), according to the conditions hereof, as of the date written below. If shares of Common Stock are to be issued in the name of a Person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as may be required by the Corporation in accordance with the Exchange Agreement. No fee will be charged to the Holders for any conversion, except for any such transfer taxes.

Conversion calculations:

Date to Effect Conversion: _____

Number of shares of Preferred Stock owned prior to Conversion: _____

Number of shares of Preferred Stock to be Converted: _____

Stated Value of shares of Preferred Stock to be Converted: _____

Number of shares of Common Stock to be Issued: _____

Applicable Conversion Price:_____

Number of shares of Preferred Stock subsequent to Conversion: _____

Address for Delivery: _____
or
DWAC Instructions:
Broker no: _____
Account no: _____

[HOLDER]

By: _____
Name:
Title:

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Exhibit 3.9

CYCURION, INC.

**CERTIFICATE OF DESIGNATION OF PREFERENCES,
RIGHTS, AND LIMITATIONS
OF
SERIES C CONVERTIBLE PREFERRED STOCK**

PURSUANT TO SECTION 151 OF THE
DELAWARE GENERAL CORPORATION LAW

The undersigned, L. Kevin Kelly and Alvin McCoy, III, do hereby certify that:

1. They are the President and Secretary, respectively, of Cycurion, Inc., a Delaware corporation (the "Corporation").

2. The Corporation is authorized to issue 20,000,000 shares of preferred stock, none of which has been issued.

3. The following resolutions were duly adopted by the board of directors of the Corporation (the "Board of Directors"):

WHEREAS, the certificate of incorporation of the Corporation provides for a class of its authorized stock known as preferred stock, consisting of 20,000,000 shares, $0.0001 par value per share, issuable from time to time in one or more series;

WHEREAS, the Board of Directors is authorized to fix the dividend rights, dividend rate, voting rights, conversion rights, rights, and terms of redemption and liquidation preferences of any wholly unissued series of preferred stock and the number of shares constituting any Series and the designation thereof, of any of them; and

WHEREAS, it is the desire of the Board of Directors, pursuant to its authority as aforesaid, to fix the rights, preferences, restrictions, and other matters relating to a series of the preferred stock, which shall consist of, except as otherwise set forth in the Exchange Agreement, up to 5,000 shares of the preferred stock which the Corporation has the authority to issue, as follows:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors does hereby provide for the issuance of a series of preferred stock for cash or exchange of other securities, rights or property and does hereby fix and determine the rights, preferences, restrictions, and other matters relating to such series of preferred stock as follows:

TERMS OF PREFERRED STOCK

Section 1. Definitions. For the purposes hereof, the following terms shall have the following meanings:

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 of the Securities Act.

"Alternate Consideration" shall have the meaning set forth in Section 7(e).

"Beneficial Ownership Limitation" shall have the meaning set forth in Section 6(d).

"Business Day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States, or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"Buy-In" shall have the meaning set forth in Section 6(c)(iv).

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"Closing" means the closing of the purchase and sale of the Securities pursuant to the Exchange Agreement.

"Closing Date" means the Trading Day on which all of the Transaction Documents have been executed and delivered by the applicable parties thereto and all conditions precedent to (i) each Holder's obligations to deliver the securities of Cycurion, Inc. referenced in the Exchange Agreement and (ii) the Corporation's obligations to deliver the Securities have been satisfied or waived.

"Commission" means the United States Securities and Exchange Commission.

"Common Stock" means the Corporation's common stock, par value $0.0001 per share, and stock of any other class of securities into which such securities may hereafter be reclassified or changed.

"Common Stock Equivalents" means any securities of the Corporation or the Subsidiaries that would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, rights, options, warrants, or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

"Conversion Amount" means the sum of the Stated Value at issue.

"Conversion Date" shall have the meaning set forth in Section 6(a).

"Conversion Price" shall have the meaning set forth in Section 6(b).

"Conversion Shares" means, collectively, the shares of Common Stock issuable upon conversion of the shares of Preferred Stock in accordance with the terms hereof.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Fundamental Transaction" shall have the meaning set forth in Section 7(e).

"GAAP" means United States generally accepted accounting principles.

"Holder" shall have the meaning given such term in Section 2.

"Issuable Maximum" shall have the meaning set forth in Section 6(e).

"Liquidation" shall have the meaning set forth in Section 5.

"Notice of Conversion" shall have the meaning set forth in Section 6(a).

"Original Issue Date" means the effective date of the Merger.

"Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof), or other entity of any kind.

"Preferred Stock" shall have the meaning set forth in Section 2.

"Exchange Agreement" means the Individual Contribution and Exchange Agreement, dated as of the Original Issue Date, among the Corporation and the original Holders, as amended, modified, or supplemented from time to time in accordance with its terms.

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"Rule 144" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"Securities" means the Preferred Stock and the Underlying Shares.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Share Delivery Date" shall have the meaning set forth in Section 6(c).

"Stated Value" shall have the meaning set forth in Section 2, as the same may be increased pursuant to Section 3.

"Subsidiary" means any subsidiary of the Corporation and shall, where applicable, also include any direct or indirect subsidiary of the Corporation formed or acquired after the issuance of shares of Series C Preferred Stock.

"Successor Entity" shall have the meaning set forth in Section 7(e).

"Trading Day" means a day on which the principal Trading Market is open for business.

"Trading Market" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, or any successors to any of the foregoing.

"Transaction Documents" means this Certificate of Designation and any Lock-up or Leak-out Agreement to which a Holder and the Corporation are parties, all exhibits and schedules thereto and hereto, and any other documents or agreements executed in connection with the transactions contemplated pursuant to the Merger (the "Merger") as described in the Corporation's Registration Statement on Form S-4, declared effective by the U.S. Securities and Exchange Commission on January 10, 2025.

"Transfer Agent" means Equiniti Shareholder Services LLC, the current transfer agent of the Corporation with a mailing address of 55 Challenger Road, Floor 2, Richfield Park, New Jersey 07660, and any successor transfer agent of the Corporation.

"Underlying Shares" means the shares of Common Stock issued and issuable upon conversion of the Preferred Stock.

Section 2. Designation, Amount and Par Value. The series of preferred stock shall be designated as its Series C Convertible Preferred Stock (the "Preferred Stock") and the number of shares so designated shall be up to 3,000 (which shall not be subject to increase without the written consent of all of the holders of the Preferred Stock (each, a "Holder" and, collectively, the "Holders")). Each share of Preferred Stock shall have a par value of $0.0001 per share and a stated value equal to $82.46, subject to increase set forth in Section 3 below (the "Stated Value").

Section 3. Dividends. Holders shall be entitled to receive, and the Corporation shall pay, dividends on shares of Preferred Stock at the rate of twelve percent (12%) per annum of the per-share Stated Value. The dividends shall be paid payable quarterly in arrears in shares of Common Stock, calculated for each dividend payment on an as-if-converted-to-Common-Stock basis. No other dividends shall be paid on shares of Preferred Stock.

Section 4. Voting Rights. Holders of Preferred Shares shall have voting rights on an as-if-converted-to-Common-Stock basis and as required by law (including without limitation, the GCL) and as expressly provided in this Certificate of Designation. As long as any shares of Preferred Stock are outstanding, the Corporation shall not, without the affirmative vote of the Holders of a majority of the then-outstanding shares of the Preferred Stock, (a) alter or change adversely the powers, preferences, or rights given to the Preferred Stock or alter or amend this Certificate of Designation, (b) amend its certificate of incorporation or other charter documents in

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any manner that adversely affects any rights of the Holders, (c) increase the number of authorized shares of Preferred Stock, or (d) enter into any agreement with respect to any of the foregoing.

Section 5. Liquidation. Upon any liquidation, dissolution, or winding-up of the Corporation, whether voluntary or involuntary (a "Liquidation"), the Holders shall be entitled to receive out of the assets, whether capital or surplus, of the Corporation an amount equal to the Stated Value, plus any accrued and unpaid dividends thereon, for each share of Preferred Stock before any distribution or payment shall be made to the holders of the Common Stock, and if the assets of the Corporation shall be insufficient to pay in full such amounts, then the entire assets to be distributed to the Holders shall be ratably distributed among the Holders in accordance with the respective amounts that would be payable on such shares if all amounts payable thereon were paid in full. The Corporation shall mail written notice of any such Liquidation, not less than 45 days prior to the payment date stated therein, to each Holder. Upon any liquidation, dissolution, or winding-up of the Corporation, whether voluntary or involuntary (a "Liquidation"), the Holders shall be entitled to receive out of the assets, whether capital or surplus, of the Corporation the same amount that a holder of Common Stock would receive if the Preferred Stock were fully converted (disregarding for such purposes any conversion limitations hereunder) to Common Stock, which amounts shall be paid pari passu with all holders of Common Stock. The Corporation shall mail written notice of any such Liquidation, not less than 45 days prior to the payment date stated therein, to each Holder.

Section 6. Conversion.

a) Conversions at Option of Holder. Each share of Preferred Stock shall be convertible, at any time and from time to time from and after the Original Issue Date at the option of the Holder thereof, into that number of shares of Common Stock (subject to the limitations set forth in Section 6(d) and Section 6(e)) determined by dividing the Stated Value of such share of Preferred Stock by the Conversion Price. Holders shall effect conversions by providing the Corporation with the form of conversion notice attached hereto as Annex A (a "Notice of Conversion"). Each Notice of Conversion shall specify the number of shares of Preferred Stock to be converted, the number of shares of Preferred Stock owned prior to the conversion at issue, the number of shares of Preferred Stock owned subsequent to the conversion at issue, and the date on which such conversion is to be effected, which date may not be prior to the date the applicable Holder delivers by .pdf via e-mail such Notice of Conversion to the Corporation (such date, the "Conversion Date"). If no Conversion Date is specified in a Notice of Conversion, the Conversion Date shall be the date that such Notice of Conversion to the Corporation is deemed delivered hereunder. No ink-original Notice of Conversion shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Conversion form be required. The calculations and entries set forth in the Notice of Conversion shall control in the absence of manifest or mathematical error. To effect conversions of shares of Preferred Stock, a Holder shall not be required to surrender the certificate(s) representing the shares of Preferred Stock to the Corporation unless all of the shares of Preferred Stock represented thereby are so converted, in which case such Holder shall deliver the certificate representing such shares of Preferred Stock promptly following the Conversion Date at issue. Shares of Preferred Stock converted into Common Stock or redeemed in accordance with the terms hereof shall be canceled and shall not be reissued.

b) Conversion Price. The conversion price for the Preferred Stock shall equal $0.13458 subject to adjustment herein (the "Conversion Price").

c) Mechanics of Conversion

i. Delivery of Conversion Shares Upon Conversion. Not later than the earlier of (i) two (2) Trading Days and (ii) the number of Trading Days comprising the Standard Settlement Period (as defined below) after each Conversion Date (the "Share Delivery Date"), the Corporation shall deliver, or cause to be delivered, to the converting Holder (A) Conversion Shares that, on or after the six-month anniversary of the Original Issue Date, shall be free of restrictive legends and trading restrictions (other than those which may then be required by the Exchange Agreement or the Lock-up Agreements) representing the number of Conversion Shares being acquired upon the conversion of the Preferred Stock and (B) a bank check in the amount of accrued and unpaid dividends, if any. On

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or after the six-month anniversary of the Original Issue Date, the Corporation shall use its best efforts to deliver the Conversion Shares required to be delivered by the Corporation under this Section 6 electronically through The Depository Trust Company or another established clearing corporation performing similar functions. As used herein, "Standard Settlement Period" means the standard settlement period, expressed in a number of Trading Days, on the Corporation's primary Trading Market with respect to the Common Stock as in effect on the date of delivery of the Notice of Conversion. Notwithstanding the foregoing, with respect to any Notice(s) of Conversion delivered by 12:00 noon (New York City time) on the Original Issue Date, the Corporation agrees to deliver the Conversion Shares subject to such notice(s) by 4:00 p.m. (New York City time) on the Original Issue Date.

ii. Failure to Deliver Conversion Shares. If, in the case of any Notice of Conversion, such Conversion Shares are not delivered to or as directed by the applicable Holder by the Share Delivery Date, the Holder shall be entitled to elect by written notice to the Corporation at any time on or before its receipt of such Conversion Shares, to rescind such Conversion, in which event the Corporation shall promptly return to the Holder any original Preferred Stock certificate delivered to the Corporation and the Holder shall promptly return to the Corporation the Conversion Shares issued to such Holder pursuant to the rescinded Notice of Conversion.

iii. Obligation Absolute; Partial Liquidated Damages. The Corporation's obligation to issue and deliver the Conversion Shares upon conversion of Preferred Stock in accordance with the terms hereof are absolute and unconditional, irrespective of any action or inaction by a Holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any Person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by such Holder or any other Person of any obligation to the Corporation or any violation or alleged violation of law by such Holder or any other person, and irrespective of any other circumstance that might otherwise limit such obligation of the Corporation to such Holder in connection with the issuance of such Conversion Shares; provided, however, that such delivery shall not operate as a waiver by the Corporation of any such action that the Corporation may have against such Holder. In the event a Holder shall elect to convert any or all of the Stated Value of its Preferred Stock, the Corporation may not refuse conversion based on any claim that such Holder or anyone associated or affiliated with such Holder has been engaged in any violation of law, agreement, or for any other reason, unless an injunction from a court, on notice to Holder, restraining and/or enjoining conversion of all or part of the Preferred Stock of such Holder shall have been sought and obtained, and the Corporation shall have posted a surety bond for the benefit of such Holder in the amount of 150% of the Stated Value of Preferred Stock that is subject to the injunction, which bond shall remain in effect until the completion of arbitration/litigation of the underlying dispute and the proceeds of which shall be payable to such Holder to the extent it obtains judgment. In the absence of such injunction, the Corporation shall issue Conversion Shares and, if applicable, cash, upon a properly noticed conversion. If the Corporation fails to deliver to a Holder such Conversion Shares pursuant to Section 6(c)(i) by the Share Delivery Date applicable to such conversion, the Corporation shall pay to such Holder, in cash, as liquidated damages and not as a penalty, for each $5,000 of Stated Value of Preferred Stock being converted, $50 per Trading Day (increasing to $100 per Trading Day on the third Trading Day and increasing to $200 per Trading Day on the sixth Trading Day after the Share Delivery Date) for each Trading Day after the Share Delivery Date until such Conversion Shares have been delivered or Holder rescinds such conversion. Nothing herein shall limit a Holder's right to pursue actual damages for the Corporation's failure to deliver Conversion Shares within the period specified herein and such Holder shall have the right to pursue all remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief. The exercise of any such rights shall not prohibit a Holder from seeking to enforce damages pursuant to any other Section hereof or under applicable law.

iv. Compensation for Buy-In on Failure to Timely Deliver Conversion Shares Upon Conversion. In addition to any other rights available to the Holder, if the Corporation fails for any reason to deliver to a Holder the applicable Conversion Shares by the Share Delivery Date pursuant to Section 6(c)(i), and if, after such Share Delivery Date, such Holder is required by its brokerage firm to purchase (in an open market transaction or otherwise), or the Holder's brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by such Holder of the Conversion Shares that such Holder was entitled to receive upon the conversion relating to such Share Delivery Date (a "Buy-In"), then the Corporation shall (A) pay in cash to such Holder (in addition to any other remedies available to or elected by such Holder) the amount, if any, by which (x) such Holder's total purchase price (including any

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brokerage commissions) for the Common Stock so purchased exceeds (y) the product of (1) the aggregate number of shares of Common Stock that such Holder was entitled to receive from the conversion at issue multiplied by (2) the actual sale price at which the sell order giving rise to such purchase obligation was executed (including any brokerage commissions) and (B) at the option of such Holder, either reissue (if surrendered) the shares of Preferred Stock equal to the number of shares of Preferred Stock submitted for conversion (in which case, such conversion shall be deemed rescinded) or deliver to such Holder the number of shares of Common Stock that would have been issued if the Corporation had timely complied with its delivery requirements under Section 6(c)(i). For example, if a Holder purchases shares of Common Stock having a total purchase price of $11,000 to cover a Buy-In with respect to an attempted conversion of shares of Preferred Stock with respect to which the actual sale price of the Conversion Shares (including any brokerage commissions) giving rise to such purchase obligation was a total of $10,000 under clause (A) of the immediately preceding sentence, the Corporation shall be required to pay such Holder $1,000. The Holder shall provide the Corporation written notice indicating the amounts payable to such Holder in respect of the Buy-In and, upon request of the Corporation, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity, including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Corporation's failure to timely deliver Conversion Shares upon conversion of the shares of Preferred Stock as required pursuant to the terms hereof.

v. Reservation of Shares Issuable Upon Conversion. The Corporation covenants that it will at all times reserve and keep available out of its authorized and unissued shares of Common Stock for the sole purpose of issuance upon conversion of the Preferred Stock as herein provided, free from preemptive rights or any other actual contingent purchase rights of Persons other than the Holder (and the other holders of the Preferred Stock), not less than such aggregate number of shares of the Common Stock as shall be issuable (taking into account the adjustments and restrictions of Section 7) upon the conversion of the then-outstanding shares of Preferred Stock. The Corporation covenants that all shares of Common Stock that shall be so issuable shall, upon issue, be duly authorized, validly issued, fully paid, and nonassessable.

vi. Fractional Shares. No fractional shares or scrip representing fractional shares shall be issued upon the conversion of the Preferred Stock. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such conversion, the Corporation shall at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Conversion Price or round up to the next whole share. Notwithstanding anything to the contrary contained herein, but consistent with the provisions of this subsection with respect to fractional Conversion Shares, nothing shall prevent any Holder from converting fractional shares of Preferred Stock.

vii. Transfer Taxes and Expenses. The issuance of Conversion Shares on conversion of this Preferred Stock shall be made without charge to any Holder for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such Conversion Shares, provided that the Corporation shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such Conversion Shares upon conversion in a name other than that of the Holders of such shares of Preferred Stock and the Corporation shall not be required to issue or deliver such Conversion Shares unless or until the Person or Persons requesting the issuance thereof shall have paid to the Corporation the amount of such tax or shall have established to the satisfaction of the Corporation that such tax has been paid. The Corporation shall pay all Transfer Agent fees required for same-day processing of any Notice of Conversion and all fees to The Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of the Conversion Shares.

d) Beneficial Ownership Limitation. The Corporation shall not effect any conversion of the Preferred Stock, and a Holder shall not have the right to convert any portion of the Preferred Stock, to the extent that, after giving effect to the conversion set forth on the applicable Notice of Conversion, such Holder (together with such Holder's Affiliates, and any

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Persons acting as a group together with such Holder or any of such Holder's Affiliates (such Persons, "Attribution Parties")) would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by such Holder and its Affiliates and Attribution Parties shall include the number of shares of Common Stock issuable upon conversion of the Preferred Stock with respect to which such determination is being made, but shall exclude the number of shares of Common Stock that are issuable upon (i) conversion of the remaining, unconverted Stated Value of Preferred Stock beneficially owned by such Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Corporation subject to a limitation on conversion or exercise analogous to the limitation contained herein (including, without limitation, the Preferred Stock) beneficially owned by such Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 6(d), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. To the extent that the limitation contained in this Section 6(d) applies, the determination of whether the Preferred Stock is convertible (in relation to other securities owned by such Holder together with any Affiliates and Attribution Parties) and of how many shares of Preferred Stock are convertible shall be in the sole discretion of such Holder, and the submission of a Notice of Conversion shall be deemed to be such Holder's determination of whether the shares of Preferred Stock may be converted (in relation to other securities owned by such Holder together with any Affiliates and Attribution Parties) and how many shares of the Preferred Stock are convertible, in each case subject to the Beneficial Ownership Limitation. To ensure compliance with this restriction, each Holder will be deemed to represent to the Corporation each time it delivers a Notice of Conversion that such Notice of Conversion has not violated the restrictions set forth in this paragraph and the Corporation shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 6(d), in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as stated in the most recent of the following: (i) the Corporation's most recent periodic or annual report filed with the Commission, as the case may be, (ii) a more recent public announcement by the Corporation, or (iii) a more recent written notice by the Corporation or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request (which may be via e-mail) of a Holder, the Corporation shall within one Trading Day confirm orally and in writing to such Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Corporation, including the Preferred Stock, by such Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 4.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon conversion of Preferred Stock held by the applicable Holder. A Holder, upon notice to the Corporation, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 6(d) applicable to its Preferred Stock, provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock upon conversion of this Preferred Stock held by the Holder and the provisions of this Section 6(d) shall continue to apply. Any such increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Corporation and shall only apply to such Holder and no other Holder. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 6(d) to correct this paragraph (or any portion hereof) that may be defective or inconsistent with the intended Beneficial Ownership Limitation contained herein or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of Preferred Stock.

Section 7. Certain Adjustments.

a) Stock Dividends and Stock Splits. If the Corporation, at any time while this Preferred Stock is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions payable in shares of Common Stock on shares of Common Stock or any other Common Stock Equivalents (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Corporation upon conversion of, or payment of a dividend on, this Preferred Stock), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of a reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (iv) issues, in the event of a reclassification of shares of the Common Stock, any shares of capital stock of the Corporation, then the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding any treasury shares of

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the Corporation) outstanding immediately before such event, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to this Section 7(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination, or re-classification.

b) Reserved.

c) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 7(a) above, if at any time the Corporation grants, issues, or sells any Common Stock Equivalents or rights to purchase stock, warrants, securities, or other property pro rata to the record holders of any class of shares of Common Stock (the "Purchase Rights"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights that the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of such Holder's Preferred Stock (without regard to any limitations on exercise hereof, including, without limitation, the Beneficial Ownership Limitation) immediately before the date on which a record is taken for the grant, issuance, or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue, or sale of such Purchase Rights (provided, however, to the extent that the Holder's right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such shares of Common Stock as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

d) Pro Rata Distributions. During such time as this Preferred Stock is outstanding, if the Corporation declares or makes any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock, or other securities, property, or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement, or other similar transaction) (a "Distribution"), at any time after the issuance of this Preferred Stock, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of this Preferred Stock (without regard to any limitations on conversion hereof, including, without limitation, the Beneficial Ownership Limitation) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution (provided, however, to the extent that the Holder's right to participate in any such Distribution would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Distribution to such extent (or in the beneficial ownership of any shares of Common Stock as a result of such Distribution to such extent) and the portion of such Distribution shall be held in abeyance for the benefit of the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

e) Fundamental Transaction. If, at any time while this Preferred Stock is outstanding, (i) the Corporation, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Corporation with or into another Person, (ii) the Corporation, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance, or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer, or exchange offer (whether by the Corporation or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender, or exchange their shares for other securities, cash, or property and has been accepted by the holders of 50% or more of the outstanding Common Stock, (iv) the Corporation, directly or indirectly, in one or more related transactions effects any reclassification, reorganization, or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, or (v) the Corporation, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off, or scheme

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of arrangement) with another Person whereby such other Person acquires more than 50% of the outstanding shares of Common Stock (each, a "Fundamental Transaction"), then, upon any subsequent conversion of this Preferred Stock, the Holder shall have the right to receive, for each Conversion Share that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction (without regard to any limitation in Section 6(d) and Section 6(e) on the conversion of this Preferred Stock), the number of shares of Common Stock of the successor or acquiring corporation or of the Corporation, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Preferred Stock is convertible immediately prior to such Fundamental Transaction (without regard to any limitation in Section 6(d) and Section 6(e) on the conversion of this Preferred Stock). For purposes of any such conversion, the determination of the Conversion Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Corporation shall apportion the Conversion Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash, or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any conversion of this Preferred Stock following such Fundamental Transaction. To the extent necessary to effectuate the foregoing provisions, any successor to the Corporation or surviving entity in such Fundamental Transaction shall file a new Certificate of Designation with the same terms and conditions and issue to the Holders new preferred stock consistent with the foregoing provisions and evidencing the Holders' right to convert such preferred stock into Alternate Consideration. The Corporation shall cause any successor entity in a Fundamental Transaction in which the Corporation is not the survivor (the "Successor Entity") to assume in writing all of the obligations of the Corporation under this Certificate of Designation and the other Transaction Documents (if any, as defined in the Exchange Agreement) in accordance with the provisions of this Section 7(e) pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder (without unreasonable delay) prior to such Fundamental Transaction and shall, at the option of the holder of this Preferred Stock, deliver to the Holder in exchange for this Preferred Stock a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Preferred Stock which is convertible for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon conversion of this Preferred Stock (without regard to any limitations on the conversion of this Preferred Stock) prior to such Fundamental Transaction, and with a conversion price that applies the conversion price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such conversion price being for the purpose of protecting the economic value of this Preferred Stock immediately prior to the consummation of such Fundamental Transaction), and that is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Certificate of Designation and the other Transaction Documents referring to the "Corporation" shall refer instead to the Successor Entity), and may exercise every right and power of the Corporation and shall assume all of the obligations of the Corporation under this Certificate of Designation and the other Transaction Documents with the same effect as if such Successor Entity had been named as the Corporation herein.

f) Calculations. All calculations under this Section 7 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 7, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding any treasury shares of the Corporation) issued and outstanding.

g) Notice to the Holders.

i. Adjustment to Conversion Price. Whenever the Conversion Price is adjusted pursuant to any provision of this Section 7, the Corporation shall promptly deliver to each Holder a notice setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

ii. Notice to Allow Conversion by Holder. If (A) the Corporation shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Corporation shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Corporation shall authorize the granting to all holders of the Common Stock of rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any

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rights, (D) the approval of any stockholders of the Corporation shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Corporation is a party, any sale or transfer of all or substantially all of the assets of the Corporation, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (E) the Corporation shall authorize the voluntary or involuntary dissolution, liquidation, or winding up of the affairs of the Corporation, then, in each case, the Corporation shall cause to be filed at each office or agency maintained for the purpose of conversion of this Preferred Stock, and shall cause to be delivered to each Holder at its last address as it shall appear upon the stock books of the Corporation, at least twenty (20) calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights, or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer, or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash, or other property deliverable upon such reclassification, consolidation, merger, sale, transfer, or share exchange, provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regarding the Corporation or any of the Subsidiaries, the Corporation shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to convert the Conversion Amount of this Preferred Stock (or any part hereof) during the 20-day period commencing on the date of such notice through the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

Section 8. Miscellaneous.

a) Notices. Any and all notices or other communications or deliveries to be provided by the Holders hereunder including, without limitation, any Notice of Conversion, shall be in writing and delivered personally, by .pdf via e-mail, or sent by a nationally recognized overnight courier service, addressed to the Corporation, at the address set forth above Attention: Alvin McCoy, III, e-mail address alvin.mccoy@cycurion.com or such other e-mail address or address as the Corporation may specify for such purposes by notice to the Holders delivered in accordance with this Section 8. Any and all notices or other communications or deliveries to be provided by the Corporation hereunder shall be in writing and delivered personally, by .pdf via e-mail, or sent by a nationally recognized overnight courier service addressed to each Holder at the e-mail address or address of such Holder appearing on the books of the Corporation, or if no such e-mail address or address appears on the books of the Corporation, at the principal place of business of such Holder, as set forth in the Exchange Agreement. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via e-mail at the e-mail address set forth in this Section prior to 5:30 p.m. (New York City time) on any date, (ii) the next Trading Day after the date of transmission, if such notice or communication is delivered via e-mail at the e-mail address set forth in this Section on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (iii) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given.

b) Absolute Obligation. Except as expressly provided herein, no provision of this Certificate of Designation shall alter or impair the obligation of the Corporation, which is absolute and unconditional, to pay liquidated damages and accrued dividends, as applicable, on the shares of Preferred Stock at the time, place, and rate, and in the coin or currency, herein prescribed.

c) Lost or Mutilated Preferred Stock Certificate. If a Holder's Preferred Stock certificate shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the shares of Preferred Stock so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership hereof reasonably satisfactory to the Corporation.

d) Governing Law. All questions concerning the construction, validity, enforcement, and interpretation of this Certificate of Designation shall be governed by and construed and enforced in accordance with the internal laws of the State

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of Delaware, without regard to the principles of conflict of laws thereof. All legal proceedings concerning the interpretation, enforcement and defense of the transactions contemplated by any of the Transaction Documents (whether brought against a party hereto or its respective Affiliates, directors, officers, stockholders, employees, or agents) shall be commenced in the state and federal courts sitting in the City of New York, Borough of Manhattan (the "New York Courts"). The Corporation and each Holder hereby irrevocably submits to the exclusive jurisdiction of the New York Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such New York Courts, or such New York Courts are improper or inconvenient venue for such proceeding. The Corporation and each Holder hereby irrevocably waives personal service of process and consents to process being served in any such suit, action, or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Certificate of Designation and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by applicable law. The Corporation and each Holder hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Certificate of Designation or the transactions contemplated hereby. If the Corporation or any Holder shall commence an action or proceeding to enforce any provisions of this Certificate of Designation, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its attorneys' fees and other costs and expenses incurred in the investigation, preparation and prosecution of such action or proceeding.

e) Waiver. Any waiver by the Corporation or a Holder of a breach of any provision of this Certificate of Designation shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Certificate of Designation or a waiver by any other Holders. The failure of the Corporation or a Holder to insist upon strict adherence to any term of this Certificate of Designation on one or more occasions shall not be considered a waiver or deprive that party (or any other Holder) of the right thereafter to insist upon strict adherence to that term or any other term of this Certificate of Designation on any other occasion. Any waiver by the Corporation or a Holder must be in writing.

f) Severability. If any provision of this Certificate of Designation is invalid, illegal, or unenforceable, the balance of this Certificate of Designation shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder violates the applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law.

g) Next Business Day. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

h) Headings. The headings contained herein are for convenience only, do not constitute a part of this Certificate of Designation and shall not be deemed to limit or affect any of the provisions hereof.

i) Status of Converted or Redeemed Preferred Stock. Shares of Preferred Stock may only be issued pursuant to the Exchange Agreement. If any shares of Preferred Stock shall be converted, redeemed, or reacquired by the Corporation, such shares shall resume the status of authorized but unissued shares of preferred stock and shall no longer be designated as Series C Convertible Preferred Stock.

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RESOLVED, FURTHER, that the Chairman, the president or any vice-president, and the secretary or any assistant secretary, of the Corporation be and they hereby are authorized and directed to prepare and file this Certificate of Designation of Preferences, Rights, and Limitations in accordance with the foregoing resolution and the provisions of Delaware law.

IN WITNESS WHEREOF, the undersigned have executed this Certificate this 14th day of February 2025.

/s/ L. Kevin Kelly	/s/ Alvin McCoy, III
Name: L. Kevin Kelly	Name: Alvin McCoy, III
Title: President	Title: Secretary

ANNEX A

NOTICE OF CONVERSION

(TO BE EXECUTED BY THE REGISTERED HOLDER IN ORDER TO CONVERT SHARES OF PREFERRED STOCK)

The undersigned hereby elects to convert the number of shares of Series C Convertible Preferred Stock indicated below into shares of common stock, par value $0.0001 per share (the "Common Stock"), of Cycurion, Inc., a Delaware corporation (the "Corporation"), according to the conditions hereof, as of the date written below. If shares of Common Stock are to be issued in the name of a Person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as may be required by the Corporation in accordance with the Exchange Agreement. No fee will be charged to the Holders for any conversion, except for any such transfer taxes.

Conversion calculations:

Date to Effect Conversion: _____

Number of shares of Preferred Stock owned prior to Conversion: _____

Number of shares of Preferred Stock to be Converted: _____

Stated Value of shares of Preferred Stock to be Converted: _____

Number of shares of Common Stock to be Issued: _____

Applicable Conversion Price:_____

Number of shares of Preferred Stock subsequent to Conversion: _____

Address for Delivery: _____
or
DWAC Instructions:
Broker no: _____
Account no: _____

[HOLDER]

By: _____
Name:
Title:

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Exhibit 3.10

CYCURION, INC.

**CERTIFICATE OF DESIGNATION OF PREFERENCES,
RIGHTS, AND LIMITATIONS
OF
SERIES D CONVERTIBLE PREFERRED STOCK**

PURSUANT TO SECTION 151 OF THE
DELAWARE GENERAL CORPORATION LAW

The undersigned, L. Kevin Kelly and Alvin McCoy, III, do hereby certify that:

1. They are the President and Secretary, respectively, of Cycurion, Inc., a Delaware corporation (the "Corporation").

2. The Corporation is authorized to issue 20,000,000 shares of preferred stock, none of which has been issued.

3. The following resolutions were duly adopted by the board of directors of the Corporation (the "Board of Directors"):

WHEREAS, the certificate of incorporation of the Corporation provides for a class of its authorized stock known as preferred stock, consisting of 20,000,000 shares, $0.0001 par value per share, issuable from time to time in one or more series;

WHEREAS, the Board of Directors is authorized to fix the dividend rights, dividend rate, voting rights, conversion rights, rights, and terms of redemption and liquidation preferences of any wholly unissued series of preferred stock and the number of shares constituting any Series and the designation thereof, of any of them; and

WHEREAS, it is the desire of the Board of Directors, pursuant to its authority as aforesaid, to fix the rights, preferences, restrictions, and other matters relating to a series of the preferred stock, which shall consist of up to 6,666,700 shares of the preferred stock which the Corporation has the authority to issue, as follows:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors does hereby provide for the issuance of a series of preferred stock for cash or exchange of other securities, rights or property and does hereby fix and determine the rights, preferences, restrictions, and other matters relating to such series of preferred stock as follows:

TERMS OF PREFERRED STOCK

Section 1. Definitions. For the purposes hereof, the following terms shall have the following meanings:

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 of the Securities Act.

"Alternate Consideration" shall have the meaning set forth in Section 7(e).

"Beneficial Ownership Limitation" shall have the meaning set forth in Section 6(d).

"Business Day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States, or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"Buy-In" shall have the meaning set forth in Section 6(c)(iv).

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"Commission" means the United States Securities and Exchange Commission.

"Common Stock" means the Corporation's common stock, par value $0.0001 per share, and stock of any other class of securities into which such securities may hereafter be reclassified or changed.

"Common Stock Equivalents" means any securities of the Corporation or the Subsidiaries that would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, rights, options, warrants, or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

"Conversion Amount" means the sum of the Stated Value at issue.

"Conversion Date" shall have the meaning set forth in Section 6(a).

"Conversion Price" shall have the meaning set forth in Section 6(b).

"Conversion Shares" means, collectively, the shares of Common Stock issuable upon conversion of the shares of Preferred Stock in accordance with the terms hereof.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Fundamental Transaction" shall have the meaning set forth in Section 7(e).

"GAAP" means United States generally accepted accounting principles.

"Holder" shall have the meaning given such term in Section 2.

"Issuable Maximum" shall have the meaning set forth in Section 6(e).

"Liquidation" shall have the meaning set forth in Section 5.

"Notice of Conversion" shall have the meaning set forth in Section 6(a).

"Original Issue Date" means the effective date of the Merger.

"Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof), or other entity of any kind.

"Preferred Stock" shall have the meaning set forth in Section 2.

"Rule 144" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"Rule 424" means Rule 424 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

"Securities" means the Preferred Stock and the Underlying Shares.

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"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Share Delivery Date" shall have the meaning set forth in Section 6(c).

"Stated Value" shall have the meaning set forth in Section 2, as the same may be increased pursuant to Section 3.

"Subsidiary" means any subsidiary of the Corporation and shall, where applicable, also include any direct or indirect subsidiary of the Corporation formed or acquired after the issuance of shares of Series D Preferred Stock.

"Successor Entity" shall have the meaning set forth in Section 7(e).

"Trading Day" means a day on which the principal Trading Market is open for business.

"Trading Market" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, or any successors to any of the foregoing.

"Transaction Documents" means this Certificate of Designation and any Lock-up or Leak-out Agreement to which a Holder and the Corporation are parties, all exhibits and schedules thereto and hereto, and any other documents or agreements executed in connection with the transactions contemplated pursuant to the Merger (the "Merger") as described in the Corporation's Registration Statement on Form S-4, declared effective by the U.S. Securities and Exchange Commission on January 10, 2025.

"Transfer Agent" means Equiniti Shareholder Services LLC, the current transfer agent of the Corporation with a mailing address of 55 Challenger Road, Floor 2, Richfield Park, New Jersey 07660, and any successor transfer agent of the Corporation.

"Underlying Shares" means the shares of Common Stock issued and issuable upon conversion of the Preferred Stock.

"VWAP" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if the OTCQB® Venture Market ("OTCQB") or the OTCQX® Best Market ("OTCQX") is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the OTCQB or the OTCQX as applicable, (c) if the Common Stock is not then listed or quoted for trading on the OTCQB or the OTCQX and if prices for the Common Stock are then reported in the Pink® Open Market ("Pink Market") operated by OTC Markets Group Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Purchasers of a majority in interest of the Securities then outstanding and reasonably acceptable to the Corporation, the fees and expenses of which shall be paid by the Corporation.

Section 2. Designation, Amount and Par Value. The series of preferred stock shall be designated as its Series D Convertible Preferred Stock (the "Preferred Stock") and the number of shares so designated shall be up to 6,667,000 (which shall not be subject to increase without the written consent of all of the holders of the Preferred Stoc k (each, a "Holder" and, collectively, the "Holders")). Each share of Preferred Stock shall have a par value of $0.0001 per share and a stated value equal to $0.50, subject to increase set forth in Section 3 below (the "Stated Value").

Section 3. Dividends. Except for stock dividends or distributions for which adjustments are to be made pursuant to Section 7, Holders shall be entitled to receive, and the Corporation shall pay, dividends on shares of Preferred Stock equal (on an as-if-converted-to-Common-Stock basis) to and in the same form as dividends actually paid on shares of the Common Stock when, as, and if such dividends are paid on shares of the Common Stock. No other dividends shall be paid on shares of Preferred Stock.

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Section 4. Voting Rights. Except as otherwise provided herein or as otherwise required by law, the Preferred Stock shall have no voting rights. However, as long as any shares of Preferred Stock are outstanding, the Corporation shall not, without the affirmative vote of the Holders of a majority of the then-outstanding shares of the Preferred Stock, (a) alter or change adversely the powers, preferences, or rights given to the Preferred Stock or alter or amend this Certificate of Designation, (b) amend its certificate of incorporation or other charter documents in any manner that adversely affects any rights of the Holders, (c) increase the number of authorized shares of Preferred Stock, or (d) enter into any agreement with respect to any of the foregoing.

Section 5. Liquidation. Upon any liquidation, dissolution, or winding-up of the Corporation, whether voluntary or involuntary (a "Liquidation"), the Holders shall be entitled to receive out of the assets, whether capital or surplus, of the Corporation an amount equal to the Stated Value, plus any accrued and unpaid dividends thereon, for each share of Preferred Stock before any distribution or payment shall be made to the holders of the Common Stock, and if the assets of the Corporation shall be insufficient to pay in full such amounts, then the entire assets to be distributed to the Holders shall be ratably distributed among the Holders in accordance with the respective amounts that would be payable on such shares if all amounts payable thereon were paid in full. The Corporation shall mail written notice of any such Liquidation, not less than 45 days prior to the payment date stated therein, to each Holder. Upon any liquidation, dissolution, or winding-up of the Corporation, whether voluntary or involuntary (a "Liquidation"), the Holders shall be entitled to receive out of the assets, whether capital or surplus, of the Corporation the same amount that a holder of Common Stock would receive if the Preferred Stock were fully converted (disregarding for such purposes any conversion limitations hereunder) to Common Stock, which amounts shall be paid pari passu with all holders of Common Stock. The Corporation shall mail written notice of any such Liquidation, not less than 45 days prior to the payment date stated therein, to each Holder.

Section 6. Conversion.

a) Conversions at Option of Holder. Each share of Preferred Stock shall be convertible, at any time and from time to time from and after the Original Issue Date at the option of the Holder thereof, into that number of shares of Common Stock (subject to the limitations set forth in Section 6(d) and Section 6(e)) determined by dividing the Stated Value of such share of Preferred Stock by the Conversion Price. Holders shall effect conversions by providing the Corporation with the form of conversion notice attached hereto as Annex A (a "Notice of Conversion"). Each Notice of Conversion shall specify the number of shares of Preferred Stock to be converted, the number of shares of Preferred Stock owned prior to the conversion at issue, the number of shares of Preferred Stock owned subsequent to the conversion at issue, and the date on which such conversion is to be effected, which date may not be prior to the date the applicable Holder delivers by .pdf via e-mail such Notice of Conversion to the Corporation (such date, the "Conversion Date"). If no Conversion Date is specified in a Notice of Conversion, the Conversion Date shall be the date that such Notice of Conversion to the Corporation is deemed delivered hereunder. No ink-original Notice of Conversion shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Conversion form be required. The calculations and entries set forth in the Notice of Conversion shall control in the absence of manifest or mathematical error. To effect conversions of shares of Preferred Stock, a Holder shall not be required to surrender the certificate(s) representing the shares of Preferred Stock to the Corporation unless all of the shares of Preferred Stock represented thereby are so converted, in which case such Holder shall deliver the certificate representing such shares of Preferred Stock promptly following the Conversion Date at issue. Shares of Preferred Stock converted into Common Stock or redeemed in accordance with the terms hereof shall be canceled and shall not be reissued.

b) Conversion Price. The conversion price for the Preferred Stock shall equal $0.50 subject to adjustment herein (the "Conversion Price").

c) Mechanics of Conversion

i. Delivery of Conversion Shares Upon Conversion. Not later than the earlier of (i) two (2) Trading Days and (ii) the number of Trading Days comprising the Standard Settlement Period (as defined below) after each Conversion Date (the "Share Delivery Date"), the Corporation shall deliver, or cause to be delivered, to the converting Holder

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(A) Conversion Shares that, on or after the six-month anniversary of the Original Issue Date, shall be free of restrictive legends and trading restrictions, representing the number of Conversion Shares being acquired upon the conversion of the Preferred Stock and (B) a bank check in the amount of accrued and unpaid dividends, if any. On or after the six-month anniversary of the Original Issue Date, the Corporation shall use its best efforts to deliver the Conversion Shares required to be delivered by the Corporation under this Section 6 electronically through The Depository Trust Company or another established clearing corporation performing similar functions. As used herein, "Standard Settlement Period" means the standard settlement period, expressed in a number of Trading Days, on the Corporation's primary Trading Market with respect to the Common Stock as in effect on the date of delivery of the Notice of Conversion. Notwithstanding the foregoing, with respect to any Notice(s) of Conversion delivered by 12:00 noon (New York City time) on the Original Issue Date, the Corporation agrees to deliver the Conversion Shares subject to such notice(s) by 4:00 p.m. (New York City time) on the Original Issue Date.

ii. Failure to Deliver Conversion Shares. If, in the case of any Notice of Conversion, such Conversion Shares are not delivered to or as directed by the applicable Holder by the Share Delivery Date, the Holder shall be entitled to elect by written notice to the Corporation at any time on or before its receipt of such Conversion Shares, to rescind such Conversion, in which event the Corporation shall promptly return to the Holder any original Preferred Stock certificate delivered to the Corporation and the Holder shall promptly return to the Corporation the Conversion Shares issued to such Holder pursuant to the rescinded Notice of Conversion.

iii. Obligation Absolute; Partial Liquidated Damages. The Corporation's obligation to issue and deliver the Conversion Shares upon conversion of Preferred Stock in accordance with the terms hereof are absolute and unconditional, irrespective of any action or inaction by a Holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any Person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by such Holder or any other Person of any obligation to the Corporation or any violation or alleged violation of law by such Holder or any other person, and irrespective of any other circumstance that might otherwise limit such obligation of the Corporation to such Holder in connection with the issuance of such Conversion Shares; provided, however, that such delivery shall not operate as a waiver by the Corporation of any such action that the Corporation may have against such Holder. In the event a Holder shall elect to convert any or all of the Stated Value of its Preferred Stock, the Corporation may not refuse conversion based on any claim that such Holder or anyone associated or affiliated with such Holder has been engaged in any violation of law, agreement, or for any other reason, unless an injunction from a court, on notice to Holder, restraining and/or enjoining conversion of all or part of the Preferred Stock of such Holder shall have been sought and obtained, and the Corporation shall have posted a surety bond for the benefit of such Holder in the amount of 150% of the Stated Value of Preferred Stock that is subject to the injunction, which bond shall remain in effect until the completion of arbitration/litigation of the underlying dispute and the proceeds of which shall be payable to such Holder to the extent it obtains judgment. In the absence of such injunction, the Corporation shall issue Conversion Shares and, if applicable, cash, upon a properly noticed conversion. If the Corporation fails to deliver to a Holder such Conversion Shares pursuant to Section 6(c)(i) by the Share Delivery Date applicable to such conversion, the Corporation shall pay to such Holder, in cash, as liquidated damages and not as a penalty, for each $5,000 of Stated Value of Preferred Stock being converted, $50 per Trading Day (increasing to $100 per Trading Day on the third Trading Day and increasing to $200 per Trading Day on the sixth Trading Day after the Share Delivery Date) for each Trading Day after the Share Delivery Date until such Conversion Shares have been delivered or Holder rescinds such conversion. Nothing herein shall limit a Holder's right to pursue actual damages for the Corporation's failure to deliver Conversion Shares within the period specified herein and such Holder shall have the right to pursue all remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief. The exercise of any such rights shall not prohibit a Holder from seeking to enforce damages pursuant to any other Section hereof or under applicable law.

iv. Compensation for Buy-In on Failure to Timely Deliver Conversion Shares Upon Conversion. In addition to any other rights available to the Holder, if the Corporation fails for any reason to deliver to a Holder the applicable Conversion Shares by the Share Delivery Date pursuant to Section 6(c)(i), and if, after such Share Delivery Date, such Holder is required by its brokerage firm to purchase (in an open market transaction or otherwise), or the Holder's brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by such Holder of

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the Conversion Shares that such Holder was entitled to receive upon the conversion relating to such Share Delivery Date (a "Buy-In"), then the Corporation shall (A) pay in cash to such Holder (in addition to any other remedies available to or elected by such Holder) the amount, if any, by which (x) such Holder's total purchase price (including any brokerage commissions) for the Common Stock so purchased exceeds (y) the product of (1) the aggregate number of shares of Common Stock that such Holder was entitled to receive from the conversion at issue multiplied by (2) the actual sale price at which the sell order giving rise to such purchase obligation was executed (including any brokerage commissions) and (B) at the option of such Holder, either reissue (if surrendered) the shares of Preferred Stock equal to the number of shares of Preferred Stock submitted for conversion (in which case, such conversion shall be deemed rescinded) or deliver to such Holder the number of shares of Common Stock that would have been issued if the Corporation had timely complied with its delivery requirements under Section 6(c)(i). For example, if a Holder purchases shares of Common Stock having a total purchase price of $11,000 to cover a Buy-In with respect to an attempted conversion of shares of Preferred Stock with respect to which the actual sale price of the Conversion Shares (including any brokerage commissions) giving rise to such purchase obligation was a total of $10,000 under clause (A) of the immediately preceding sentence, the Corporation shall be required to pay such Holder $1,000. The Holder shall provide the Corporation written notice indicating the amounts payable to such Holder in respect of the Buy-In and, upon request of the Corporation, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity, including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Corporation's failure to timely deliver Conversion Shares upon conversion of the shares of Preferred Stock as required pursuant to the terms hereof.

v. Reservation of Shares Issuable Upon Conversion. The Corporation covenants that it will at all times reserve and keep available out of its authorized and unissued shares of Common Stock for the sole purpose of issuance upon conversion of the Preferred Stock as herein provided, free from preemptive rights or any other actual contingent purchase rights of Persons other than the Holder (and the other holders of the Preferred Stock), not less than such aggregate number of shares of the Common Stock as shall be issuable (taking into account the adjustments and restrictions of Section 7) upon the conversion of the then-outstanding shares of Preferred Stock. The Corporation covenants that all shares of Common Stock that shall be so issuable shall, upon issue, be duly authorized, validly issued, fully paid, and nonassessable.

vi. Fractional Shares. No fractional shares or scrip representing fractional shares shall be issued upon the conversion of the Preferred Stock. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such conversion, the Corporation shall at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Conversion Price or round up to the next whole share. Notwithstanding anything to the contrary contained herein, but consistent with the provisions of this subsection with respect to fractional Conversion Shares, nothing shall prevent any Holder from converting fractional shares of Preferred Stock.

vii. Transfer Taxes and Expenses. The issuance of Conversion Shares on conversion of this Preferred Stock shall be made without charge to any Holder for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such Conversion Shares, provided that the Corporation shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such Conversion Shares upon conversion in a name other than that of the Holders of such shares of Preferred Stock and the Corporation shall not be required to issue or deliver such Conversion Shares unless or until the Person or Persons requesting the issuance thereof shall have paid to the Corporation the amount of such tax or shall have established to the satisfaction of the Corporation that such tax has been paid. The Corporation shall pay all Transfer Agent fees required for same-day processing of any Notice of Conversion and all fees to The Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of the Conversion Shares.

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d) Beneficial Ownership Limitation. The Corporation shall not effect any conversion of the Preferred Stock, and a Holder shall not have the right to convert any portion of the Preferred Stock, to the extent that, after giving effect to the conversion set forth on the applicable Notice of Conversion, such Holder (together with such Holder's Affiliates, and any Persons acting as a group together with such Holder or any of such Holder's Affiliates (such Persons, "Attribution Parties")) would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by such Holder and its Affiliates and Attribution Parties shall include the number of shares of Common Stock issuable upon conversion of the Preferred Stock with respect to which such determination is being made, but shall exclude the number of shares of Common Stock that are issuable upon (i) conversion of the remaining, unconverted Stated Value of Preferred Stock beneficially owned by such Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Corporation subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by such Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 6(d), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. To the extent that the limitation contained in this Section 6(d) applies, the determination of whether the Preferred Stock is convertible (in relation to other securities owned by such Holder together with any Affiliates and Attribution Parties) and of how many shares of Preferred Stock are convertible shall be in the sole discretion of such Holder, and the submission of a Notice of Conversion shall be deemed to be such Holder's determination of whether the shares of Preferred Stock may be converted (in relation to other securities owned by such Holder together with any Affiliates and Attribution Parties) and how many shares of the Preferred Stock are convertible, in each case subject to the Beneficial Ownership Limitation. To ensure compliance with this restriction, each Holder will be deemed to represent to the Corporation each time it delivers a Notice of Conversion that such Notice of Conversion has not violated the restrictions set forth in this paragraph and the Corporation shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 6(d), in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as stated in the most recent of the following: (i) the Corporation's most recent periodic or annual report filed with the Commission, as the case may be, (ii) a more recent public announcement by the Corporation, or (iii) a more recent written notice by the Corporation or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request (which may be via e-mail) of a Holder, the Corporation shall within one Trading Day confirm orally and in writing to such Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Corporation, including the Preferred Stock, by such Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon conversion of Preferred Stock held by the applicable Holder. A Holder, upon notice to the Corporation, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 6(d) applicable to its Preferred Stock, provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock upon conversion of this Preferred Stock held by the Holder and the provisions of this Section 6(d) shall continue to apply. Any such increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Corporation and shall only apply to such Holder and no other Holder. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 6(d) to correct this paragraph (or any portion hereof) that may be defective or inconsistent with the intended Beneficial Ownership Limitation contained herein or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of Preferred Stock.

Section 7. Certain Adjustments.

a) Stock Dividends and Stock Splits. If the Corporation, at any time while this Preferred Stock is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions payable in shares of Common Stock on shares of Common Stock or any other Common Stock Equivalents (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Corporation upon conversion of, or payment of a dividend on, this Preferred Stock), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of a reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (iv) issues, in the event of a reclassification of shares

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of the Common Stock, any shares of capital stock of the Corporation, then the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding any treasury shares of the Corporation) outstanding immediately before such event, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to this Section 7(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination, or re-classification.

b) Adjustments to the Purchase Price. Starting at each of 90th, 180th, and 270th day following the Original Issue Date (each, an "Additional Interim Pricing Date"), there will be an additional reset of the Conversion Price (downward only), whereby each Additional Interim Purchase Price shall be calculated based on 100% of the arithmetic average of the lowest three daily VWAPs of the Corporation's stock during the ten (10) trading days immediately preceding such Additional Interim Pricing Date (to the extent lower than the First Interim Price and any other Additional Interim Purchase Price). In addition, on any Interim Pricing Date, the Corporation shall have the option to redeem any or all shares of Preferred Stock at its Stated Value plus any accrued but unpaid dividends, plus 20%, per share, in cash. If less than all shares are to be redeemed, then redemptions shall be made pro-rata among the Holders of the then-outstanding shares of Preferred Stock. The Corporation shall provide each Holder with at least three Trading Days' notice of its intention to so redeem shares, and payment for such redemption shall be made within one Trading Day of the applicable Interim Pricing Date. Holders shall have the right to convert any shares called for redemption prior to their actual receipt of the redemption amount.

c) Subsequent Equity Sales. If, at any time while this Preferred Stock is outstanding, the Corporation or any Subsidiary, as applicable sells or grants any option to purchase or sells or grants any right to reprice, or otherwise disposes of or issues (or announces any sale, grant, or any option to purchase or other disposition), any Common Stock or Common Stock Equivalents entitling any Person to acquire shares of Common Stock at an effective price per share that is lower than the then Conversion Price (such lower price, the "Base Conversion Price" and such issuances, collectively, a "Dilutive Issuance") (if the holder of the Common Stock or Common Stock Equivalents so issued shall at any time, whether by operation of purchase price adjustments, reset provisions, floating conversion, exercise or exchange prices, or otherwise, or due to warrants, options, or rights per share which are issued in connection with such issuance, be entitled to receive shares of Common Stock at an effective price per share that is lower than the Conversion Price, such issuance shall be deemed to have occurred for less than the Conversion Price on such date of the Dilutive Issuance), then, simultaneously with the consummation (or, if earlier, the announcement) of each Dilutive Issuance, the Conversion Price shall be reduced to equal the Base Conversion Price, provided that the Base Conversion Price shall not be less than $0.49. Notwithstanding the foregoing, no adjustment will be made under this Section 7(b) in respect of an Exempt Issuance. If the Corporation enters into a Variable Rate Transaction, the Corporation shall be deemed to have issued Common Stock or Common Stock Equivalents at the lowest possible conversion price at which such securities may be converted or exercised. The Corporation shall notify the Holders in writing, no later than the Trading Day following the issuance of any Common Stock or Common Stock Equivalents subject to this Section 7(b), indicating therein the applicable issuance price, or applicable reset price, exchange price, conversion price, and other pricing terms (such notice, the "Dilutive Issuance Notice"). For purposes of clarification, whether or not the Corporation provides a Dilutive Issuance Notice pursuant to this Section 7(b), upon the occurrence of any Dilutive Issuance, the Holders are entitled to receive a number of Conversion Shares based upon the Base Conversion Price on or after the date of such Dilutive Issuance, regardless of whether a Holder accurately refers to the Base Conversion Price in the Notice of Conversion.

d) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 7(a) above, if at any time the Corporation grants, issues, or sells any Common Stock Equivalents or rights to purchase stock, warrants, securities, or other property pro rata to the record holders of any class of shares of Common Stock (the "Purchase Rights"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights that the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of such Holder's Preferred Stock (without regard to any limitations on exercise hereof, including, without limitation, the Beneficial Ownership Limitation) immediately before the date on which a record is taken for the grant, issuance, or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue, or sale of such Purchase Rights (provided, however, to the extent that the Holder's right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such shares of Common Stock as a result of such

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Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

e) Pro Rata Distributions. During such time as this Preferred Stock is outstanding, if the Corporation declares or makes any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock, or other securities, property, or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement, or other similar transaction) (a "Distribution"), at any time after the issuance of this Preferred Stock, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of this Preferred Stock (without regard to any limitations on conversion hereof, including, without limitation, the Beneficial Ownership Limitation) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution (provided, however, to the extent that the Holder's right to participate in any such Distribution would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Distribution to such extent (or in the beneficial ownership of any shares of Common Stock as a result of such Distribution to such extent) and the portion of such Distribution shall be held in abeyance for the benefit of the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

f) Fundamental Transaction. If, at any time while this Preferred Stock is outstanding, (i) the Corporation, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Corporation with or into another Person, (ii) the Corporation, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance, or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer, or exchange offer (whether by the Corporation or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender, or exchange their shares for other securities, cash, or property and has been accepted by the holders of 50% or more of the outstanding Common Stock, (iv) the Corporation, directly or indirectly, in one or more related transactions effects any reclassification, reorganization, or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, or (v) the Corporation, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off, or scheme of arrangement) with another Person whereby such other Person acquires more than 50% of the outstanding shares of Common Stock (each, a "Fundamental Transaction"), then, upon any subsequent conversion of this Preferred Stock, the Holder shall have the right to receive, for each Conversion Share that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction (without regard to any limitation in Section 6(d) and Section 6(e) on the conversion of this Preferred Stock), the number of shares of Common Stock of the successor or acquiring corporation or of the Corporation, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Preferred Stock is convertible immediately prior to such Fundamental Transaction (without regard to any limitation in Section 6(d) and Section 6(e) on the conversion of this Preferred Stock). For purposes of any such conversion, the determination of the Conversion Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Corporation shall apportion the Conversion Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash, or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any conversion of this Preferred Stock following such Fundamental Transaction. To the extent necessary to effectuate the foregoing provisions, any successor to the Corporation or surviving entity in such Fundamental Transaction shall file a new Certificate of Designation with the same terms and conditions and issue to the Holders new preferred stock consistent with the foregoing provisions and evidencing the Holders' right to convert such preferred stock into Alternate Consideration. The Corporation shall

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cause any successor entity in a Fundamental Transaction in which the Corporation is not the survivor (the "Successor Entity") to assume in writing all of the obligations of the Corporation under this Certificate of Designation and the other Transaction Documents (as defined herein) in accordance with the provisions of this Section 7(e) pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder (without unreasonable delay) prior to such Fundamental Transaction and shall, at the option of the holder of this Preferred Stock, deliver to the Holder in exchange for this Preferred Stock a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Preferred Stock which is convertible for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon conversion of this Preferred Stock (without regard to any limitations on the conversion of this Preferred Stock) prior to such Fundamental Transaction, and with a conversion price that applies the conversion price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such conversion price being for the purpose of protecting the economic value of this Preferred Stock immediately prior to the consummation of such Fundamental Transaction), and that is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Certificate of Designation and the other Transaction Documents referring to the "Corporation" shall refer instead to the Successor Entity), and may exercise every right and power of the Corporation and shall assume all of the obligations of the Corporation under this Certificate of Designation and the other Transaction Documents with the same effect as if such Successor Entity had been named as the Corporation herein.

g) Calculations. All calculations under this Section 7 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 7, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding any treasury shares of the Corporation) issued and outstanding.

h) Notice to the Holders.

i. Adjustment to Conversion Price. Whenever the Conversion Price is adjusted pursuant to any provision of this Section 7, the Corporation shall promptly deliver to each Holder a notice setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

ii. Notice to Allow Conversion by Holder. If (A) the Corporation shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Corporation shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Corporation shall authorize the granting to all holders of the Common Stock of rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Corporation shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Corporation is a party, any sale or transfer of all or substantially all of the assets of the Corporation, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (E) the Corporation shall authorize the voluntary or involuntary dissolution, liquidation, or winding up of the affairs of the Corporation, then, in each case, the Corporation shall cause to be filed at each office or agency maintained for the purpose of conversion of this Preferred Stock, and shall cause to be delivered to each Holder at its last address as it shall appear upon the stock books of the Corporation, at least twenty (20) calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights, or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer, or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash, or other property deliverable upon such reclassification, consolidation, merger, sale, transfer, or share exchange, provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regarding the Corporation or any of the Subsidiaries, the Corporation shall simultaneously file such notice with the Commission pursuant to a Current

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Report on Form 8-K. The Holder shall remain entitled to convert the Conversion Amount of this Preferred Stock (or any part hereof) during the 20-day period commencing on the date of such notice through the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

Section 8. Miscellaneous.

a) Notices. Any and all notices or other communications or deliveries to be provided by the Holders hereunder including, without limitation, any Notice of Conversion, shall be in writing and delivered personally, by .pdf via e-mail, or sent by a nationally recognized overnight courier service, addressed to the Corporation, at the address set forth above Attention: Alvin McCoy, III, e-mail address alvin.mccoy@cycurion.com or such other e-mail address or address as the Corporation may specify for such purposes by notice to the Holders delivered in accordance with this Section 8. Any and all notices or other communications or deliveries to be provided by the Corporation hereunder shall be in writing and delivered personally, by .pdf via e-mail, or sent by a nationally recognized overnight courier service addressed to each Holder at the e-mail address or address of such Holder appearing on the books of the Corporation, or if no such e-mail address or address appears on the books of the Corporation, at the principal place of business of such Holder. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via e-mail at the e-mail address set forth in this Section prior to 5:30 p.m. (New York City time) on any date, (ii) the next Trading Day after the date of transmission, if such notice or communication is delivered via e-mail at the e-mail address set forth in this Section on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (iii) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given.

b) Absolute Obligation. Except as expressly provided herein, no provision of this Certificate of Designation shall alter or impair the obligation of the Corporation, which is absolute and unconditional, to pay liquidated damages and accrued dividends, as applicable, on the shares of Preferred Stock at the time, place, and rate, and in the coin or currency, herein prescribed.

c) Lost or Mutilated Preferred Stock Certificate. If a Holder's Preferred Stock certificate shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the shares of Preferred Stock so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership hereof reasonably satisfactory to the Corporation.

d) Governing Law. All questions concerning the construction, validity, enforcement, and interpretation of this Certificate of Designation shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without regard to the principles of conflict of laws thereof. All legal proceedings concerning the interpretation, enforcement and defense of the transactions contemplated by any of the Transaction Documents (whether brought against a party hereto or its respective Affiliates, directors, officers, stockholders, employees, or agents) shall be commenced in the state and federal courts sitting in the City of New York, Borough of Manhattan (the "New York Courts"). The Corporation and each Holder hereby irrevocably submits to the exclusive jurisdiction of the New York Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such New York Courts, or such New York Courts are improper or inconvenient venue for such proceeding. The Corporation and each Holder hereby irrevocably waives personal service of process and consents to process being served in any such suit, action, or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Certificate of Designation and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner

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permitted by applicable law. The Corporation and each Holder hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Certificate of Designation or the transactions contemplated hereby. If the Corporation or any Holder shall commence an action or proceeding to enforce any provisions of this Certificate of Designation, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its attorneys' fees and other costs and expenses incurred in the investigation, preparation and prosecution of such action or proceeding.

e) Waiver. Any waiver by the Corporation or a Holder of a breach of any provision of this Certificate of Designation shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Certificate of Designation or a waiver by any other Holders. The failure of the Corporation or a Holder to insist upon strict adherence to any term of this Certificate of Designation on one or more occasions shall not be considered a waiver or deprive that party (or any other Holder) of the right thereafter to insist upon strict adherence to that term or any other term of this Certificate of Designation on any other occasion. Any waiver by the Corporation or a Holder must be in writing.

f) Severability. If any provision of this Certificate of Designation is invalid, illegal, or unenforceable, the balance of this Certificate of Designation shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder violates the applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law.

g) Next Business Day. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

h) Headings. The headings contained herein are for convenience only, do not constitute a part of this Certificate of Designation and shall not be deemed to limit or affect any of the provisions hereof.

i) Status of Converted or Redeemed Preferred Stock. Shares of Preferred Stock may only be issued pursuant to the transactions contemplated by the Merger. If any shares of Preferred Stock shall be converted, redeemed, or reacquired by the Corporation, such shares shall resume the status of authorized but unissued shares of preferred stock and shall no longer be designated as Series D Convertible Preferred Stock.

****

RESOLVED, FURTHER, that the Chairman, the president or any vice-president, and the secretary or any assistant secretary, of the Corporation be and they hereby are authorized and directed to prepare and file this Certificate of Designation of Preferences, Rights, and Limitations in accordance with the foregoing resolution and the provisions of Delaware law.

IN WITNESS WHEREOF, the undersigned have executed this Certificate this 14th day of February 2025.

/s/ L. Kevin Kelly	/s/ Alvin McCoy, III
Name: L. Kevin Kelly	Name: Alvin McCoy, III
Title: Chief Executive Officer	Title: Secretary

ANNEX A

NOTICE OF CONVERSION
(TO BE EXECUTED BY THE REGISTERED HOLDER IN ORDER TO CONVERT SHARES OF PREFERRED STOCK)

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The undersigned hereby elects to convert the number of shares of Series D Convertible Preferred Stock indicated below into shares of common stock, par value $0.0001 per share (the "Common Stock"), of Cycurion, Inc., a Delaware corporation (the "Corporation"), according to the conditions hereof, as of the date written below. If shares of Common Stock are to be issued in the name of a Person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as may be required by the Corporation in accordance with this conversion. No fee will be charged to the Holders for any conversion, except for any such transfer taxes.

Conversion calculations:

Date to Effect Conversion: _____

Number of shares of Preferred Stock owned prior to Conversion: _____

Number of shares of Preferred Stock to be Converted: _____

Stated Value of shares of Preferred Stock to be Converted: _____

Number of shares of Common Stock to be Issued: _____

Applicable Conversion Price:_____

Number of shares of Preferred Stock subsequent to Conversion: _____

Address for Delivery: _____
or
DWAC Instructions:
Broker no: _____
Account no: _____

[HOLDER]

By: _____
Name:
Title:

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Exhibit 3.11

STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC CORPORATIONS

Pursuant to Title 8, Section 251(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

1. The name of the surviving Delaware corporation is CYCURION SUB, INC., and the name of the corporation being merged into this surviving corporation is WAV MERGER SUB, INC., a Delaware corporation.

2. The Agreement of Merger has been approved, adopted, certified, executed, and acknowledged by each of the constituent corporations.

3. The Second Amended Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

4. The merger will be effective as of February 14, 2025.

5. The Agreement of Merger is on file at c/o Cycurion Sub, Inc., 1640 Boro Place, 4th Floor, McLean, Virginia 22102, the place of business of the surviving corporation.

6. A copy of the Agreement of Merger will be furnished by the corporation on request, without cost, to any stockholder of any constituent corporation.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, the 14th day of February, 2025.

CYCURION SUB, INC.

By: /s/ Alvin McCoy III
Name: Alvin McCoy III
Title: Chief Financial Officer

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Exhibit 5.1

SEWARD & KISSEL LLP

ONE BATTERY PARK PLAZA
NEW YORK, NEW YORK 10004

TELEPHONE: (212) 574-1200
FACSIMILE: (212) 480-8421
WWW.SEWKIS.COM

901 K STREET, NW
WASHINGTON, DC 20001
TELEPHONE: (202) 737-8833
FACSIMILE: (202) 737-5184

February 14, 2025

Western Acquisition Ventures Corp.
42 Broadway, 12th Floor
New York, NY 10004

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We reference the registration statement being filed by Western Acquisition Ventures Corp., a Delaware corporation (the "Company"), with the U.S. Securities and Exchange Commission (the "Commission") pursuant to the Securities Act of 1933, as amended (the "Securities Act"), relating to the registration of 32,319,083 shares of the Company's common stock, par value $0.0001 per share (the "Registered Securities"). The Registered Securities are to be issued pursuant to the Agreement and Plan of Merger, dated as of November 21, 2022, as amended on April 26, 2024, December 31, 2024 and February 13, 2025 (the "Merger Agreement"), by and among the Company, Western Acquisition Merger Inc., a Delaware corporation and wholly-owned subsidiary of the Company ("Merger Sub"), and Cycurion, Inc., a Delaware corporation ("Cycurion"). Pursuant to the Merger Agreement, Merger Sub will merger with and into Cycurion with Cycurion surviving the merger as a wholly-owned subsidiary of the Company (the "Business Combination"). The Business Combination is subject to satisfaction or waiver of several conditions, including the approval of the Company's stockholders of the Merger Agreement and consummation of the transactions contemplated thereby.

We have examined the Merger Agreement and the registration statement on Form S-4, which was declared effective by the Commission on January 10, 2025 (the "Registration Statement"), as well as the Company's Second Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws. We also have made such further legal and factual examinations and investigations as we deemed necessary for purposes of expressing the opinion set forth herein. In rendering such opinion, we have relied as to factual matters upon the representations, warranties and other statements made in the Merger Agreement.

As to certain factual matters relevant to this opinion letter, we have relied conclusively upon originals or copies, certified or otherwise identified to our satisfaction, of such records, agreements, documents and instruments, including certificates or other comparable documents of officers of the Company and of public officials, as we have deemed appropriate as a basis for the opinion hereinafter set forth. Except to the extent expressly set forth herein, we have made no independent investigations regarding matters of fact, and, accordingly, we do not express any opinion as to matters that might have been disclosed by independent verification.

Based upon the foregoing and subject to the limitations, qualifications, exceptions and assumptions set forth herein, we are of the opinion that, provided that the Company adopts the Second Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws and takes all necessary corporate action to duly authorize the Registered Securities, the Registered Securities will be validly issued, fully paid, and nonassessable when issued pursuant to the Merger Agreement.

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Our opinion set forth herein is limited to the laws of the State of New York and the federal law of the United States, and we do not express any opinion herein concerning any other laws.

This opinion letter is provided to the Company for its use solely in connection with the transactions contemplated by the Merger Agreement and may not be used, circulated, quoted or otherwise relied upon for any other purpose without our express written consent. The only opinion rendered by us consists of that set forth in the fourth paragraph of this letter, and no opinion may be implied or inferred beyond the opinion expressly stated. Our opinion expressed herein is as of the date hereof, and we undertake no obligation to advise you of any changes in applicable law or any other matters that may come to our attention after the date hereof that may affect our opinion expressed herein.

We consent to the filing of this opinion letter with the Commission as an exhibit to the Registration Statement and the use of our name therein and in the related prospectus under the heading "Legal Matters." In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Seward & Kissel LLP

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Exhibit 8.1

SEWARD & KISSEL LLP

ONE BATTERY PARK PLAZA
NEW YORK, NEW YORK 10004

TELEPHONE: (212) 574-1200
FACSIMILE: (212) 480-8421
WWW.SEWKIS.COM

901 K STREET, NW
WASHINGTON, DC 20001
TELEPHONE: (202) 737-8833
FACSIMILE: (202) 737-5184

February 14, 2025

Western Acquisition Ventures Corp.
42 Broadway, 12th Floor
New York, NY 10004

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We have acted as United States tax counsel to Western Acquisition Ventures Corp., a Delaware Corporation (the "Company"), in connection with the merger by and among the Company, Western Acquisition Merger Inc., a Delaware corporation and wholly-owned subsidiary of the Company ("Merger Sub"), and Cycurion, Inc., a Delaware corporation ("Cycurion"). Pursuant to the Merger Agreement, Merger Sub will merger with and into Cycurion with Cycurion surviving the merger as a wholly-owned subsidiary of the Company (the "Business Combination"). The Business Combination is pursuant to the Agreement and Plan of Merger, dated as of November 8, 2022, as amended on November 21, 2022, as amended on April 26, 2024, December 31, 2024 and February 13, 2025 (the "Merger Agreement"), by and among the Company, Merger Sub and Cycurion.

In rendering this opinion, we have examined the Merger Agreement and the registration statement on Form S-4, which was declared effective by the U.S. Securities and Exchange Commission (the "Commission") on January 10, 2025 (the "Registration Statement"), as well as the Company's Second Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws. We have also examined such other agreements, documents and records and other materials (including all exhibits and schedules thereto) as we have deemed necessary in order for us to render the opinion referred to in this letter. In such review and examination, we have assumed the genuineness of all signatures, the legal capacity and authority of the parties who executed such documents, the authenticity of all documents submitted to us as originals, the conformity to originals of all documents submitted to us as copies and the authenticity of the originals of such latter documents.

In addition, in rendering this opinion, we have relied upon and have assumed, with your permission, the accuracy and completeness of the statements contained in the Registration Statement and have relied upon certain assumptions, including that the Business Combination will be completed in the manner set forth in the Merger Agreement and the Registration Statement. You have not requested that we undertake, and we have not undertaken, any independent investigation of the accuracy of the facts, representations and assumptions set forth or referred to herein. Our opinion relies on, and is subject to, the facts, representations and assumptions set forth or referenced herein being accurate. Any inaccuracy or subsequent change in such facts, representations or assumptions could adversely affect our opinion.

The opinion expressed in this letter is based on the Internal Revenue Code of 1986, as amended, the Treasury Regulations promulgated by the Treasury Department thereunder and judicial authority reported as of the date hereof. We have also considered the positions of the Internal Revenue Service (the "Service") reflected in published and private rulings. There can be no assurances that future legislative or administrative changes, court decisions or Service interpretations will not significantly modify the statements or opinions expressed herein. We do not undertake to make any continuing analysis of the facts or relevant law following the date of this letter or to notify you of any changes to such facts or law.

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Based on and subject to the foregoing, it is our opinion that the discussion relating to federal income tax matters under the heading "Material U.S. Federal Income Tax Considerations" in the Registration Statement, insofar as it describes statements of, and conclusions regarding, federal income tax law, and subject to the limitations and qualifications contained therein, correctly summarizes, as of the date hereof, the material federal income tax consequences that should apply to the U.S. Holders and Non-U.S. Holders of the Company's shares resulting from the Business Combination.

Our opinion is limited to the specific U.S. federal income tax consequences set forth above. We do not express any opinion as to any other federal tax issues, or any state, local or foreign tax law issues that may result from the Business Combination, or as to any other transaction (including any transaction undertaken in connection with the Business Combination or contemplated by the Merger Agreement). Although the discussion herein is based upon our best interpretation of existing sources of law and expresses what we believe a court would properly conclude if presented with these issues, no assurance can be given that such interpretations would be followed if they were to become the subject of judicial or administrative proceedings.

This opinion is furnished to the Company solely for its benefit in connection with the filing of the Registration Statement and is not to be relied upon, quoted, circulated, published or otherwise referred to for any other purpose, in whole or in part, without our express prior written consent. This opinion may be disclosed to the U.S. Holders and Non-U.S. Holders of Company shares and they may rely on it, it being understood that we are not establishing any attorney-client relationship with any U.S. Holder or Non-U.S. Holder of Company shares. This letter is not to be relied upon for the benefit of any other person.

We hereby consent to the filing of this letter with the SEC as an exhibit to the Registration Statement and the references to this letter and to us under the heading "Material U.S. Federal Income Tax Considerations" in the Registration Statement. In giving such consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended.

Very truly yours,

/s/ Seward & Kissel LLP

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Exhibit 10.2a

AMENDMENT
TO THE
INVESTMENT MANAGEMENT TRUST AGREEMENT

This Amendment No. 1 (this "Amendment"), dated as of February 13, 2025, to the Investment Management Trust Agreement (the "Trust Agreement") is made by and between Western Acquisition Ventures Corp., a Delaware corporation (the "Company"), and Equiniti Trust Company, LLC (f/k/a American Stock Transfer & Trust Company, LLC), a New York limited liability trust company (the "Trustee"). All terms used but not defined herein shall have the meanings assigned to them in the Trust Agreement.

WHEREAS, the Company and the Trustee entered into the Trust Agreement on January 11, 2022;

WHEREAS, Section 1(i) of the Trust Agreement sets forth the terms that govern the liquidation of the Trust Account under the circumstances described therein;

WHEREAS, at a special meeting of the Company held on January 8, 2025, the Company's stockholders approved (i) a proposal to amend the Company's Certificate of Incorporation, to extend the date by which the Company has to consummate a business combination, such extension for an additional three (3)-month period, from January 11, 2025 through and including April 11, 2025 (the "Extension"), and (ii) a proposal to amend the Trust Agreement to authorize the Extension and its implementation by the Company; and

NOW THEREFORE, IT IS AGREED:

1. Section 1(i) of the Trust Agreement is hereby amended and restated in its entirety as follows:

> "(i) Commence liquidation of the Trust Account only after and promptly after (x) receipt of, and only in accordance with, the terms of a letter from the Company (the "Termination Letter") in a form substantially similar to that attached hereto as either Exhibit A or Exhibit B, as applicable, signed on behalf of the Company by its Chief Executive Officer, Chief Financial Officer, President, Vice President, Secretary or Chairman of the board of directors of the Company (the "Board") or other authorized officer of the Company, and complete the liquidation of the Trust Account and distribute the Property in the Trust Account, including interest earned on the funds held in the Trust Account (net of taxes payable, less up to $100,000 of interest that may be released to the Company to pay dissolution expenses in the case of a Termination Letter in the form of Exhibit B hereto), only as directed in the Termination Letter and the other documents referred to therein, or (y) upon the date which is, the later of (1) April 11, 2025, as described in the Company's amended and restated certificate of incorporation (the "Amended and Restated Certificate of Incorporation") and (2) such later date as may be approved by the Company's stockholders in accordance with the Company's Amended and Restated Certificate of Incorporation if a Termination Letter has not been received by the Trustee prior to such date, in which case the Trust Account shall be liquidated in accordance with the procedures set forth in the form of letter attached hereto as Exhibit B and the Property in the Trust Account, including interest earned on the funds in the Trust Account (net of taxes payable, less up to $100,000 of interest that may be released to the Company to pay dissolution expenses) shall be distributed to the Public Stockholders of record as of such date; *provided, however*, that in the event the Trustee receives a Termination Letter in a form substantially similar to Exhibit B hereto, or if the Trustee begins to liquidate the Property because it has received no such Termination Letter by the date specified in clause (y) of this Section 1(i), the Trustee shall keep the Trust Account open until twelve (12) months following the date the Property has been distributed to the Public Stockholders;

---

2. Exhibit B of the Trust Agreement is hereby amended and restated in its entirety as follows:

EXHIBIT B

[Letterhead of Company]

[Insert date]

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Equiniti Trust Company, LLC
48 Wall Street, 22nd Floor
New York, NY 10005
Attn: Relationship Management

Re: Trust Account No. Termination Letter

Ladies and Gentlemen:

Pursuant to Section 1(i) of the Investment Management Trust Agreement between Western Acquisition Ventures Corp. (the "Company") and Equiniti Trust Company, LLC (f/k/a American Stock Transfer & Trust Company, LLC) (the "Trustee"), dated as of January 11, 2022 (the "Trust Agreement"), this is to advise you that the Company has been unable to effect a Business Combination within the time frame specified in the Company's Amended and Restated Certificate of Incorporation, as described in the Company's Prospectus relating to the Offering. Capitalized terms used but not defined herein shall have the meanings set forth in the Trust Agreement.

In accordance with the terms of the Trust Agreement, we hereby authorize you to liquidate all of the assets in the Trust Account on _____, 20__ and keep the total proceeds thereof in the Trust Account to await distribution to the Public Stockholders. The Company has selected April 11, 2025 as the effective date for the purpose of determining when the Public Stockholders will be entitled to receive their share of the liquidation proceeds. You agree to be the Paying Agent of record and, in your separate capacity as Paying Agent, agree to distribute said funds directly to the Public Stockholders in accordance with the terms of the Trust Agreement and the Amended and Restated Certificate of Incorporation of the Company. Upon the distribution of all the funds, net of any payments necessary for reasonable unreimbursed expenses related to liquidating the Trust Account, your obligations under the Trust Agreement shall be terminated, except to the extent otherwise provided in Section 1(i) of the Trust Agreement.

Very truly yours,

Western Acquisition Ventures Corp.

By _____
Name:
Title:

cc: A.G.P./Alliance Global Partners

3. All other provisions of the Trust Agreement shall remain unaffected by the terms hereof.

4. This Amendment may be signed in any number of counterparts, each of which shall be an original and all of which shall be deemed to be one and the same instrument, with the same effect as if the signatures thereto and hereto were upon the same instrument. A facsimile signature or electronic signature shall be deemed to be an original signature for purposes.

5. Amendment is intended to be in full compliance with the requirements for an Amendment to the Trust Agreement as required by Section 6(d) of the Trust Agreement, and every defect in fulfilling such requirements for an effective amendment to the Trust Agreement is hereby ratified, intentionally waived and relinquished by all parties hereto.

6. This Amendment shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Trust Agreement as of the date first written above.

EQUINITI TRUST COMPANY, LLC

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By: /s/ Felix Orihuela
Name: Felix Orihuela

WESTERN ACQUISITION VENTURES CORP.

By: /s/ James P. McCormick
Name: James P. McCormick
Title: Chief Executive Officer

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Exhibit 10.4

INDEMNIFICATION AGREEMENT
CYCURION, INC.

THIS INDEMNIFICATION AGREEMENT (this "Agreement") is made as of [ ], 2025, by and between Cycurion, Inc., a Delaware corporation (the "Company"), and the undersigned person executing this Agreement identified on the signature page hereto ("Indemnitee").

RECITALS

WHEREAS, highly competent persons have become more reluctant to serve publicly-held corporations as directors, officers or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of such corporations;

WHEREAS, the Board of Directors of the Company (the "Board") has determined that, in order to attract and retain qualified individuals, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities;

WHEREAS, although the furnishing of such insurance has been a customary and widespread practice among United States-based corporations and other business enterprises, the Company believes that, given current market conditions and trends, such liability insurance may be available to it in the future only at higher premiums and with more exclusions;

WHEREAS, at the same time, directors, officers and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Company or business enterprise itself;

WHEREAS, the Amended and Restated Certificate of Incorporation (the "Charter") and the Bylaws (the "Bylaws") of the Company require indemnification of the officers and directors of the Company. Indemnitee may also be entitled to indemnification pursuant to applicable provisions of the Delaware General Corporation Law ("DGCL"). The Charter, Bylaws and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the Board, officers and other persons with respect to indemnification, hold harmless, exoneration, advancement and reimbursement rights;

WHEREAS, the uncertainties relating to such insurance and to indemnification have increased the difficulty of attracting and retaining such persons;

WHEREAS, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company's stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future;

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, hold harmless, exonerate and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so protected against liabilities;

WHEREAS, this Agreement is a supplement to and in furtherance of the Charter and Bylaws of the Company and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder; and

WHEREAS, Indemnitee may not be willing to serve as an officer or director, advisor or in another capacity without adequate protection, and the Company desires Indemnitee to serve in such capacity. Indemnitee is willing to serve, continue to serve and to take on additional service for or on behalf of the Company on the condition that the Company contractually provide the indemnification set forth in this Agreement.

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NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

TERMS AND CONDITIONS

1. **SERVICES TO THE COMPANY**. Indemnitee will serve or continue to serve as an officer, director, advisor, key employee or in any other capacity of the Company, as applicable, for so long as Indemnitee is duly elected, appointed or retained or until Indemnitee tenders Indemnitee's resignation, or until Indemnitee is removed. The foregoing notwithstanding, this Agreement shall continue in full force and effect after Indemnitee has ceased to serve as a director, officer, advisor, key employee or in any other capacity of the Company, as provided in Section 17. This Agreement, however, shall not impose any obligation on Indemnitee or the Company to continue Indemnitee's service to the Company beyond any period otherwise required by law or by other agreements or commitments of the parties, if any

2. **DEFINITIONS**. As used in this Agreement:

2.1 References to "agent" shall mean any person who is or was a director, officer or employee of the Company or a subsidiary of the Company, or other person authorized by the Company to act for the Company, to include such person serving in such capacity as a director, officer, employee, advisor, fiduciary or other official of another corporation, partnership, limited liability company, joint venture, trust or other enterprise at the request of, for the convenience of, or to represent the interests of the Company or a subsidiary of the Company.

2.2 The terms "Beneficial Owner" and "Beneficial Ownership" shall have the meanings set forth in Rule 13d-3 promulgated under the Exchange Act (as defined below) as in effect on the date hereof.

2.3 A "Change in Control" shall be deemed to occur upon the earliest to occur after the date of this Agreement of any of the following events:

2.3.1 Acquisition of Stock by Third Party. Other Western Acquisition Ventures Sponsor LLC (the "Sponsor") and its affiliates, any Person (as defined below) is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing fifteen percent (15%) or more of the Company's then outstanding securities entitled to vote generally in the election of directors, unless: (1) the change in the relative Beneficial Ownership of the Company's securities by any Person results solely from a reduction in the aggregate number of outstanding shares of securities entitled to vote generally in the election of directors, or (2) such acquisition was approved in advance by the Continuing Directors (as defined below) and such acquisition would not constitute a Change in Control under part 2.3.3 of this definition;

2.3.2 Change in Board of Directors. Individuals who, as of the date hereof, constitute the Board, and any new director whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two thirds of the directors then still in office who were directors on the date hereof or whose election for nomination for election was previously so approved (collectively, the "Continuing Directors"), cease for any reason to constitute at least a majority of the members of the Board;

2.3.3 Corporate Transactions. The effective date of a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination, involving the Company and one or more businesses (a "Business Combination"), in each case, unless, following such Business Combination: (1) all or substantially all of the individuals and entities who were the Beneficial Owners of securities entitled to vote generally in the election of directors immediately prior to such Business Combination beneficially own, directly or indirectly, more than 51% of the combined voting power of the then outstanding securities of the Company entitled to vote generally in the election of directors resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more Subsidiaries, as defined below) in substantially the same proportions as their ownership immediately prior to such Business Combination, of the securities entitled to vote generally in the election of directors; (2) other than an affiliate of the Sponsor, no Person (excluding any corporation resulting from such Business Combination) is the Beneficial Owner, directly or

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indirectly, of 15% or more of the combined voting power of the then outstanding securities entitled to vote generally in the election of directors of the surviving corporation except to the extent that such ownership existed prior to the Business Combination; and (3) at least a majority of the Board of Directors of the corporation resulting from such Business Combination were Continuing Directors at the time of the execution of the initial agreement, or of the action of the Board of Directors, providing for such Business Combination;

2.3.4 Liquidation. The approval by the stockholders of the Company of a complete liquidation of the Company or an agreement or series of agreements for the sale or disposition by the Company of all or substantially all of the Company's assets, other than factoring the Company's current receivables or escrows due (or, if such stockholder approval is not required, the decision by the Board to proceed with such a liquidation, sale, or disposition in one transaction or a series of related transactions); or,

2.3.5 Other Events. There occurs any other event of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or any successor rule) (or a response to any similar item on any similar schedule or form) promulgated under the Exchange Act (as defined below), whether or not the Company is then subject to such reporting requirement.

2.4 "Corporate Status" describes the status of a person who is or was a director, officer, trustee, general partner, manager, managing member, fiduciary, employee or agent of the Company, or of any other Enterprise (as defined below), which such person is or was serving at the request of the Company.

2.5 "Delaware Court" shall mean the Court of Chancery of the State of Delaware.

2.6 "Disinterested Director" shall mean a director of the Company who is not, and was not, a party to the Proceeding (as defined below) in respect of which indemnification is sought by Indemnitee.

2.7 "Enterprise" shall mean the Company and any other corporation, constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger to which the Company (or any of its wholly owned subsidiaries) is a party, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise of which Indemnitee is or was serving at the request of the Company as a director, officer, trustee, general partner, managing member, fiduciary, employee or agent.

2.8 "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

2.9 "Expenses" shall include all direct and indirect costs, fees and expenses of any type or nature whatsoever, including, without limitation, all reasonable attorneys' fees and costs, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, fees of private investigators and professional advisors, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, fax transmission charges, secretarial services, and all other disbursements, obligations or expenses in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, settlement or appeal of, or otherwise participating in, a Proceeding (as defined below), including reasonable compensation for time spent by the Indemnitee for which Indemnitee is not otherwise compensated by the Company or any third party. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding (as defined below), including without limitation the principal, premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

2.10 "Independent Counsel" shall mean a law firm or a member of a law firm with significant experience in matters of corporation law and which, at the time indemnification is sought by Indemnitee, neither is, nor in the preceding five years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning the Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements); or (ii) any other party to the Proceeding (as defined below) giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement.

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2.11 References to "fines" shall include any excise tax assessed on Indemnitee with respect to any employee benefit plan; references to "serving at the request of the Company" shall include any service as a director, officer, employee, agent or fiduciary of the Company which imposes duties on, or involves services by, such director, officer, employee, agent or fiduciary with respect to an employee benefit plan, its participants or beneficiaries; and if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan, Indemnitee shall be deemed to have acted in a manner "not opposed to the best interests of the Company" as referred to in this Agreement.

2.12 The term "Person" shall have the meaning as set forth in Sections 13(d) and 14(d) of the Exchange Act as in effect on the date hereof; provided, however, that "Person" shall exclude: (i) the Company; (ii) any Subsidiaries (as defined below) of the Company; (iii) any employment benefit plan of the Company or of a Subsidiary (as defined below) of the Company or of any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company; and (iv) any trustee or other fiduciary holding securities under an employee benefit plan of the Company or of a Subsidiary (as defined below) of the Company or of a corporation owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

2.13 The term "Proceeding" shall include any threatened, pending or completed action, suit, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought in the right of the Company or otherwise and whether of a civil (including intentional or unintentional tort claims), criminal, administrative, or investigative or related nature, in which Indemnitee was, is, will or might be involved as a party or otherwise by reason of the fact that Indemnitee is or was a director or officer of the Company, by reason of any action (or failure to act) taken by Indemnitee or of any action (or failure to act) on Indemnitee's part while acting as a director or officer of the Company, or by reason of the fact that Indemnitee is or was serving at the request of the Company as a director, officer, trustee, general partner, managing member, fiduciary, employee or agent of any other Enterprise, in each case whether or not serving in such capacity at the time any liability or expense is incurred for which indemnification, reimbursement, or advancement of expenses can be provided under this Agreement.

2.14 The term "Subsidiary," with respect to any Person, shall mean any corporation, limited liability company, partnership, joint venture, trust, or other entity of which a majority of the voting power of the voting equity securities or equity interest is owned, directly or indirectly, by that Person.

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3. INDEMNITY IN THIRD-PARTY PROCEEDINGS

To the fullest extent permitted by applicable law, the Company shall indemnify, hold harmless and exonerate Indemnitee in accordance with the provisions of this Section 3 if Indemnitee was, is, or is threatened to be made, a party to or a participant (as a witness, deponent, or otherwise) in any Proceeding, other than a Proceeding by or in the right of the Company to procure a judgment in its favor, by reason of Indemnitee's Corporate Status. Pursuant to this Section 3, Indemnitee shall be indemnified, held harmless and exonerated against all Expenses, judgments, liabilities, fines, penalties and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses, judgments, liabilities, fines, penalties and amounts paid in settlement) actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company and, in the case of a criminal Proceeding, had no reasonable cause to believe that Indemnitee's conduct was unlawful; provided, in no event shall Indemnitee be entitled to be indemnified, held harmless or advanced any amounts hereunder in respect of any Expenses, judgments, liabilities, fines, penalties and amounts paid in settlement (if any) that Indemnitee may incur by reason of Indemnitee's own actual fraud or willful misconduct. Indemnitee shall not be found to have committed actual fraud or intentional misconduct for any purpose of this Agreement unless or until a court of competent jurisdiction shall have made a finding to that effect.

4. INDEMNITY IN PROCEEDINGS BY OR IN THE RIGHT OF THE COMPANY

To the fullest extent permitted by applicable law, the Company shall indemnify, hold harmless and exonerate Indemnitee in accordance with the provisions of this Section 4 if Indemnitee was, is, or is threatened to be made, a party to or a participant (as a witness, deponent, or otherwise) in any Proceeding by or in the right of the Company to procure a judgment in its favor, by reason of Indemnitee's Corporate Status. Pursuant to this Section 4, Indemnitee shall be indemnified, held harmless and exonerated against all Expenses actually

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and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company. No indemnification, hold harmless or exoneration for Expenses, shall be made under this Section 4 in respect of any claim, issue or matter as to which Indemnitee shall have been finally adjudged by a court to be liable to the Company, unless and only to the extent that, any court in which the Proceeding was brought or the Delaware Court shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnification, to be held harmless or to exoneration.

5. INDEMNIFICATION FOR EXPENSES OF A PARTY WHO IS WHOLLY OR PARTLY SUCCESSFUL

Notwithstanding any other provisions of this Agreement except for Section 27, to the extent that Indemnitee, was or is, by reason of Indemnitee's Corporate Status, a party to (or a participant in) and is successful, on the merits or otherwise, in any Proceeding or in defense of any claim, issue or matter therein, in whole or in part, the Company shall, to the fullest extent permitted by applicable law, indemnify, hold harmless and exonerate Indemnitee against all Expenses actually and reasonably incurred by Indemnitee in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall, to the fullest extent permitted by applicable law, indemnify, hold harmless and exonerate Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with each successfully resolved claim, issue or matter. If Indemnitee is not wholly successful in such Proceeding, the Company also shall, to the fullest extent permitted by applicable law, indemnify, hold harmless and exonerate Indemnitee against all Expenses reasonably incurred in connection with a claim, issue or matter related to any claim, issue, or matter on which Indemnitee was successful. For purposes of this Section 5 and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

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6. INDEMNIFICATION FOR EXPENSES OF A WITNESS

Notwithstanding any other provision of this Agreement except for Section 27, to the extent that Indemnitee is, by reason of Indemnitee's Corporate Status, a witness, or deponent in any Proceeding to which Indemnitee was or is not a party or threatened to be made a party, Indemnitee shall, to the fullest extent permitted by applicable law, be indemnified, held harmless and exonerated against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith.

7. ADDITIONAL INDEMNIFICATION, HOLD HARMLESS AND EXONERATION RIGHTS

7.1 Notwithstanding any limitation in Sections 3, 4, or 5, and except for Section 27, the Company shall, to the fullest extent permitted by applicable law, indemnify, hold harmless and exonerate Indemnitee if Indemnitee is a party to or threatened to be made a party to any Proceeding (including a Proceeding by or in the right of the Company to procure a judgment in its favor) against all Expenses, judgments, liabilities, fines, penalties and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses, judgments, liabilities, fines, penalties and amounts paid in settlement) actually and reasonably incurred by Indemnitee in connection with the Proceeding. No indemnification, hold harmless or exoneration rights shall be available under this Section 7.1 on account of Indemnitee's conduct which constitutes a breach of Indemnitee's duty of loyalty to the Company or its stockholders or is an act or omission not in good faith or which involves intentional misconduct or a knowing violation of the law.

7.2 Notwithstanding any limitation in Sections 3, 4, 5 or 7.1, except for Section 27, the Company shall, to the fullest extent permitted by applicable law, indemnify, hold harmless, and exonerate Indemnitee if Indemnitee is a party to or threatened to be made a party to any Proceeding (including a Proceeding by or in the right of the Company to procure a judgment in its favor) against all Expenses, judgments, fines, penalties and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses, judgments, fines, penalties and amounts paid in settlement) actually and reasonably incurred by Indemnitee in connection with the Proceeding.

8. CONTRIBUTION IN THE EVENT OF JOINT LIABILITY

8.1 To the fullest extent permissible under applicable law, if the indemnification, hold harmless and/or exoneration rights provided for in this Agreement are unavailable to Indemnitee in whole or in part for any reason whatsoever, the Company, in lieu of indemnifying,

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holding harmless or exonerating Indemnitee, shall pay, in the first instance, the entire amount incurred by Indemnitee, whether for judgments, liabilities, fines, penalties, amounts paid or to be paid in settlement and/or for Expenses, in connection with any Proceeding without requiring Indemnitee to contribute to such payment, and the Company hereby waives and relinquishes any right of contribution it may have at any time against Indemnitee.

8.2 The Company shall not enter into any settlement of any Proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such Proceeding) unless such settlement provides for a full and final release of all claims asserted against Indemnitee.

8.3 The Company hereby agrees to fully indemnify, hold harmless and exonerate Indemnitee from any claims for contribution which may be brought by officers, directors or employees of the Company other than Indemnitee who may be jointly liable with Indemnitee.

9. EXCLUSIONS

Notwithstanding any provision in this Agreement except for Section 27, the Company shall not be obligated under this Agreement to make any indemnification, advance expenses, hold harmless or exoneration payment in connection with any claim made against Indemnitee:

(a) for which payment has actually been received by or on behalf of Indemnitee under any insurance policy, other indemnity, or advancement provision, except with respect to any excess beyond the amount actually received under any insurance policy, contract, agreement, other indemnity provision or otherwise;

(b) for an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Exchange Act (or any successor rule) or similar provisions of state statutory law or common law; or

(c) except as otherwise provided in Sections 14.5 and 14.6 hereof, prior to a Change in Control, in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless: (i) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation, or (ii) the Company provides the indemnification, hold harmless or exoneration payment, in its sole discretion, pursuant to the powers vested in the Company under applicable law. Indemnitee shall seek payments from the Company only to the extent that such payments or advances are unavailable from any insurance policy of the Company covering Indemnitee.

10. ADVANCES OF EXPENSES; DEFENSE OF CLAIM

10.1 Notwithstanding any provision of this Agreement to the contrary except for Section 27, and to the fullest extent not prohibited by applicable law, the Company shall pay the Expenses incurred by Indemnitee (or reasonably expected by Indemnitee to be incurred by Indemnitee within three months) in connection with any Proceeding within ten (10) days after the receipt by the Company of a statement or statements requesting such advances from time to time, prior to the final disposition of any Proceeding. Advances shall be unsecured and interest free. Advances shall, to the fullest extent permitted by law, be made without regard to Indemnitee's ability to repay the Expenses and without regard to Indemnitee's ultimate entitlement to be indemnified, held harmless or exonerated under the other provisions of this Agreement. Advances shall, to the fullest extent permitted by law, include any and all reasonable Expenses incurred pursuing a Proceeding to enforce this right of advancement, including Expenses incurred preparing and forwarding statements to the Company to support the advances claimed. To the fullest extent required by applicable law, such payments of Expenses in advance of the final disposition of the Proceeding shall be made only upon the Company's receipt of an undertaking, by or on behalf of the Indemnitee, to repay the advance to the extent that it is ultimately determined that Indemnitee is not entitled to be indemnified by the Company under the provisions of this Agreement, the Charter, the Bylaws of the Company, applicable law or otherwise. If it shall be determined by a final judgment or other final adjudication that Indemnitee was not so entitled to indemnification, any advancement shall be returned to the Company (without interest) by Indemnitee. This Section 10.1 shall not apply to any claim made by Indemnitee for which an indemnification, hold harmless or exoneration payment is excluded pursuant to Section 9.

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10.2 The Company will be entitled to participate in the Proceeding at its own expense.

10.3 The Company shall not settle any action, claim or Proceedings (in whole or in part) which would impose any Expense, judgment, liability, fine, penalty or limitation on the Indemnitee without the Indemnitee's prior written consent.

11. PROCEDURE FOR NOTIFICATION AND APPLICATION FOR INDEMNIFICATION

11.1 Indemnitee agrees to promptly notify the Company in writing upon being served with any summons, citation, subpoena, complaint, indictment, information, or other document relating to any Proceeding or matter which may be subject to indemnification, hold harmless or exoneration rights, or advancement of Expenses covered hereunder. The failure of Indemnitee to so notify the Company shall not relieve the Company of any obligation which it may have to the Indemnitee under this Agreement, or otherwise.

11.2 Indemnitee may deliver to the Company a written application to indemnify, hold harmless or exonerate Indemnitee in accordance with this Agreement. Such application(s) may be delivered from time to time and at such time(s) as Indemnitee deems appropriate Indemnitee's sole discretion. Following such a written application for indemnification by Indemnitee, the Indemnitee's entitlement to indemnification shall be determined according to Section 12.1 of this Agreement.

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12. PROCEDURE UPON APPLICATION FOR INDEMNIFICATION

12.1 A determination, if required by applicable law, with respect to Indemnitee's entitlement to indemnification shall be made in the specific case by one of the following methods, which shall be at the election of Indemnitee: (i) by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, (ii) by a committee of such directors designated by majority vote of such directors, and (iii) if there are no Disinterested Directors or if such directors so direct, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee; or (iv) by vote of the stockholders. The Company promptly will advise Indemnitee in writing with respect to any determination that Indemnitee is or is not entitled to indemnification, including a description of any reason or basis for which indemnification has been denied. If it is so determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within ten (10) days after such determination. Indemnitee shall reasonably cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any costs or Expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby agrees to indemnify and to hold Indemnitee harmless therefrom.

12.2 In the event the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 12.1 hereof, the Independent Counsel shall be selected as provided in this Section 12.2. The Independent Counsel shall be selected by Indemnitee (unless Indemnitee shall request that such selection be made by the Board), and Indemnitee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected and certifying that the Independent Counsel so selected meets the requirements of "Independent Counsel" as defined in Section 2 of this Agreement. If the Independent Counsel is selected by the Board, the Company shall give written notice to Indemnitee advising Indemnitee of the identity of the Independent Counsel so selected and certifying that the Independent Counsel so selected meets the requirements of "Independent Counsel" as defined in Section 2 of this Agreement. In either event, Indemnitee or the Company, as the case may be, may, within ten (10) days after such written notice of selection shall have been received, deliver to the Company or to Indemnitee, as the case may be, a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 2 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court of competent jurisdiction has determined that such objection is without merit. If, within twenty (20) days after submission by Indemnitee of a written request for indemnification pursuant to Section 11.1 hereof, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition the Delaware Court for resolution of any objection which shall have been made by the

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Company or Indemnitee to the other's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the Delaware Court, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 12.1 hereof. Upon the due commencement of any judicial proceeding or arbitration pursuant to Section 14.1 of this Agreement, Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

12.3 The Company agrees to pay the reasonable fees and expenses of Independent Counsel and to fully indemnify and hold harmless such Independent Counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

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13. PRESUMPTIONS AND EFFECT OF CERTAIN PROCEEDINGS

13.1 In making a determination with respect to entitlement to indemnification hereunder, the person, persons or entity making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Section 11.2 of this Agreement, and the Company shall have the burden of proof to overcome that presumption in connection with the making by any person, persons or entity of any determination contrary to that presumption. Neither the failure of the Company (including by its directors or Independent Counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or Independent Counsel) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

13.2 If the person, persons or entity empowered or selected under Section 12 of this Agreement to determine whether Indemnitee is entitled to indemnification shall not have made a determination within thirty (30) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnitee shall, be entitled to such indemnification, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a final judicial determination that any or all such indemnification is expressly prohibited under applicable law; provided, however, that such 30-day period may be extended for a reasonable time, not to exceed an additional fifteen (15) days, if the person, persons or entity making the determination with respect to entitlement to indemnification in good faith requires such additional time for the obtaining or evaluating of documentation and/or information relating thereto.

13.3 The termination of any Proceeding, or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that Indemnitee's conduct was unlawful.

13.4 For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise, including financial statements, or on information supplied to Indemnitee by the directors, manager, or officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise, its Board, any committee of the Board or any director, trustee, general partner, manager, or managing member, or on information or records given or reports made to the Enterprise, its Board, any committee of the Board or any director, trustee, general partner, manager, or managing member, by an independent certified public accountant or by an appraiser or other expert selected by the Enterprise, its Board, any committee of the Board or any director, trustee, general partner, manager, or managing member. The provisions of this Section 13.4 shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnitee may be deemed or found to have met the applicable standard of conduct set forth in this Agreement.

13.5 The knowledge and/or actions, or failure to act, of any other director, officer, trustee, partner, managing member, fiduciary, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement.

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14. REMEDIES OF INDEMNITEE

14.1 In the event that: (i) a determination is made pursuant to Section 12 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses, to the fullest extent permitted by applicable law, is not timely made pursuant to Section 10 of this Agreement, (iii) no determination of entitlement to indemnification shall have been made pursuant to Section 12.1 of this Agreement within thirty (30) days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to Sections 5, 6, 7 or the last sentence of Section 12.1 of this Agreement within ten (10) days after receipt by the Company of a written request therefor, (v) a contribution payment is not made in a timely manner pursuant to Section 8 of this Agreement, (vi) payment of indemnification pursuant to Section 3 or 4 of this Agreement is not made within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification, or (vii) payment to Indemnitee pursuant to any hold harmless or exoneration rights under this Agreement or otherwise is not in accordance with this Agreement, Indemnitee shall be entitled to an adjudication by the Delaware Court to such indemnification, hold harmless, exoneration, contribution or advancement rights. Alternatively, Indemnitee, at Indemnitee's option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Except as set forth herein, the provisions of Delaware law (without regard to its conflict of laws rules) shall apply to any such arbitration. The Company shall not oppose Indemnitee's right to seek any such adjudication or award in arbitration.

14.2 In the event that a determination shall have been made pursuant to Section 12.1 of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 14 shall be conducted in all respects as a de novo trial, or arbitration, on the merits and Indemnitee shall not be prejudiced by reason of that adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section 14, Indemnitee shall be presumed to be entitled to be indemnified, held harmless, exonerated to receive advances of Expenses under this Agreement and the Company shall have the burden of proving Indemnitee is not entitled to be indemnified, held harmless, exonerated and to receive advances of Expenses, as the case may be, and the Company may not refer to or introduce into evidence any determination pursuant to Section 12.1 of this Agreement adverse to Indemnitee for any purpose. If Indemnitee commences a judicial proceeding or arbitration pursuant to this Section 14, Indemnitee shall not be required to reimburse the Company for any advances pursuant to Section 10 until a final determination is made with respect to Indemnitee's entitlement to indemnification (as to which all rights of appeal have been exhausted or lapsed).

14.3 If a determination shall have been made pursuant to Section 12.1 of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 14, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law.

14.4 The Company shall be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 14 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement.

14.5 The Company shall indemnify and hold harmless Indemnitee, to the fullest extent permitted by law, against all Expenses and, if requested by Indemnitee, shall (within ten (10) days after the Company's receipt of such written request) pay to Indemnitee, to the fullest extent permitted by applicable law, such Expenses which are incurred by Indemnitee in connection with any judicial proceeding or arbitration brought by Indemnitee: (i) to enforce Indemnitee's rights under, or to recover damages for breach of, this Agreement or any other indemnification, hold harmless, exoneration, advancement or contribution agreement or provision of the Charter, or the Bylaws now or hereafter in effect; or (ii) for recovery or advances under any insurance policy maintained by any person for the benefit of Indemnitee, regardless of the outcome and whether Indemnitee ultimately is determined to be entitled to such indemnification, hold harmless or exoneration right, advancement, contribution or insurance recovery, as the case may be (unless such judicial proceeding or arbitration was not brought by Indemnitee in good faith).

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14.6 Interest shall be paid by the Company to Indemnitee at the legal rate under Delaware law for amounts which the Company indemnifies, holds harmless or exonerates, or is obliged to indemnify, hold harmless or exonerate for the period commencing with the date on which Indemnitee requests indemnification, to be held harmless, exonerated, contribution, reimbursement or advancement of any Expenses, and ending with the date on which such payment is made to Indemnitee by the Company.

15. SECURITY

Notwithstanding anything herein to the contrary except for Section 27, to the extent requested by the Indemnitee and approved by the Board, the Company may at any time and from time to time provide security to the Indemnitee for the Company's obligations hereunder through an irrevocable bank line of credit, funded trust or other collateral. Any such security, once provided to the Indemnitee, may not be revoked or released without the prior written consent of the Indemnitee.

16. NON-EXCLUSIVITY; SURVIVAL OF RIGHTS; INSURANCE; SUBROGATION

16.1 The rights of Indemnitee as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Charter, the Bylaws, any agreement, a vote of stockholders or a resolution of directors, or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any Proceeding (regardless of when such Proceeding is first threatened, commenced or completed) arising out of, or related to, any action taken or omitted by such Indemnitee in Indemnitee's Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in applicable law, whether by statute or judicial decision, permits greater indemnification, hold harmless or exoneration rights or advancement of Expenses than would be afforded currently under the Charter, the Bylaws or this Agreement, then this Agreement (without any further action by the parties hereto) shall automatically be deemed to be amended to require that the Company indemnify Indemnitee to the fullest extent permitted by law. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

16.2 The DGCL, the Charter, and the Bylaws permit the Company to purchase and maintain insurance or furnish similar protection or make other arrangements including, but not limited to, providing a trust fund, letter of credit, or surety bond ("Indemnification Arrangements") on behalf of Indemnitee against any liability asserted against Indemnitee or incurred by or on behalf of Indemnitee or in such capacity as a director, officer, employee or agent of the Company, or arising out of Indemnitee's status as such, whether or not the Company would have the power to indemnify Indemnitee against such liability under the provisions of this Agreement or under the DGCL, as it may then be in effect. The purchase, establishment, and maintenance of any such Indemnification Arrangement shall not in any way limit or affect the rights and obligations of the Company or of the Indemnitee under this Agreement except as expressly provided herein, and the execution and delivery of this Agreement by the Company and the Indemnitee shall not in any way limit or affect the rights and obligations of the Company or the other party or parties thereto under any such Indemnification Arrangement.

16.3 To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, trustees, partners, managers, managing members, fiduciaries, employees, or agents of the Company or of any other Enterprise which such person serves at the request of the Company, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any such director, officer, trustee, partner, managers, managing member, fiduciary, employee or agent under such policy or policies. If, at the time the Company receives notice from any source of a Proceeding as to which Indemnitee is a party or a participant (as a witness, deponent, or otherwise), the Company has director and officer liability insurance in effect, the Company shall give prompt notice of such Proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter use commercially reasonable efforts to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such Proceeding in accordance with the terms of such policies.

16.4 In the event of any payment under this Agreement, the Company, to the fullest extent permitted by law, shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action

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necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

16.5 The Company's obligation to indemnify, hold harmless, exonerate or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, trustee, partner, manager, managing member, fiduciary, employee or agent of any other Enterprise shall be reduced by any amount Indemnitee has actually received as indemnification, hold harmless or exoneration payments or advancement of expenses from such Enterprise. Notwithstanding any other provision of this Agreement to the contrary, except for Section 27, (i) Indemnitee shall have no obligation to reduce, offset, allocate, pursue or apportion any indemnification, hold harmless, exoneration, advancement, contribution or insurance coverage among multiple parties possessing such duties to Indemnitee prior to the Company's satisfaction and performance of all its obligations under this Agreement, and (ii) the Company shall perform fully its obligations under this Agreement without regard to whether Indemnitee holds, may pursue or has pursued any indemnification, advancement, hold harmless, exoneration, contribution or insurance coverage rights against any person or entity other than the Company.

16.6 Notwithstanding anything contained herein, the Company is the primary indemnitor, and any indemnification or advancement obligation of the Sponsor or its affiliates or members or any other Person is secondary.

17. DURATION OF AGREEMENT

All agreements and obligations of the Company contained herein shall continue during the period Indemnitee serves as a director or officer of the Company or as a director, officer, trustee, partner, manager, managing member, fiduciary, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other Enterprise which Indemnitee serves at the request of the Company and shall continue thereafter so long as Indemnitee shall be subject to any possible Proceeding (including any rights of appeal thereto and any Proceeding commenced by Indemnitee pursuant to Section 14 of this Agreement) by reason of Indemnitee's Corporate Status, whether or not Indemnitee is acting in any such capacity at the time any liability or expense is incurred for which indemnification or advancement can be provided under this Agreement.

18. SEVERABILITY

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, each portion of any Section, paragraph or sentence of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby, and shall remain enforceable to the fullest extent permitted by law; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and, (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section, paragraph or sentence of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

19. ENFORCEMENT AND BINDING EFFECT

19.1 The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director, officer or key employee of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as a director, officer or key employee of the Company.

19.2 Without limiting any of the rights of Indemnitee under the Charter or Bylaws of the Company as they may be amended from time to time, this Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

19.3 The indemnification, hold harmless, exoneration and advancement of expenses rights provided by or granted pursuant to this Agreement shall be binding upon and be enforceable by the parties hereto and their respective successors and assigns (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of

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the Company), shall continue as to an Indemnitee who has ceased to be a director, officer, employee or agent of the Company or of any other Enterprise at the Company's request, and shall inure to the benefit of Indemnitee and Indemnitee's spouse, assigns, heirs, devisees, executors, and administrators and other legal representatives.

19.4 The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, substantially all or a substantial part, of the business and/or assets of the Company, by written agreement in form and substance satisfactory to the Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

19.5 The Company and Indemnitee agree herein that a monetary remedy for breach of this Agreement, at some later date, may be inadequate, impracticable and difficult of proof, and further agree that such breach may cause Indemnitee irreparable harm. Accordingly, the parties hereto agree that Indemnitee may enforce this Agreement by seeking, among other things, injunctive relief and/or specific performance hereof, without any necessity of showing actual damage or irreparable harm and that by seeking injunctive relief and/or specific performance, Indemnitee shall not be precluded from seeking or obtaining any other relief to which Indemnitee may be entitled. The Company and Indemnitee further agree that Indemnitee shall, to the fullest extent permitted by law, be entitled to such specific performance and injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions, without the necessity of posting bonds or other undertaking in connection therewith. The Company acknowledges that in the absence of a waiver, a bond or undertaking may be required of Indemnitee by a Court of competent jurisdiction and the Company hereby waives any such requirement of such a bond or undertaking, to the fullest extent permitted by law.

20. MODIFICATION AND WAIVER

No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the Company and Indemnitee. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions of this Agreement nor shall any waiver constitute a continuing waiver.

21. NOTICES

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) if delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, or (ii) mailed by certified or registered mail with postage prepaid, on the third (3rd) business day after the date on which it is so mailed:

(a) If to Indemnitee, at the address indicated on the signature page of this Agreement, or such other address as Indemnitee shall provide in writing to the Company.

(b) If to the Company, to:

Cycurion, Inc.
1640 Boro Place, Fourth Floor
McLean, VA 22102
Attention: Alvin McCoy III, Chief Financial Officer
Email: alvin.mccoy@cycurion.com

With a copy, which shall not constitute notice, to each of the following:

Clark Hill LLP
555 Flower Street, 24th Floor
Los Angeles, CA 90071
Attention: Randolf Katz
Email: rkatz@clarkhill.com; randy@randykatzlaw.com

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or to any other address as may have been furnished to Indemnitee in writing by the Company.

22. APPLICABLE LAW AND CONSENT TO JURISDICTION

This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. Except with respect to any arbitration commenced by Indemnitee pursuant to Section 14(a) of this Agreement, to the fullest extent permitted by law, the Company and Indemnitee hereby irrevocably and unconditionally: (a) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Delaware Court and not in any other state or federal court in the United States of America or any court in any other country; (b) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement; (c) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court; and, (d) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum, or is subject (in whole or in part) to a jury trial. To the fullest extent permitted by law, the parties hereby agree that the mailing of process and other papers in connection with any such action or proceeding in the manner provided by Section 21, shall be valid and sufficient service thereof.

23. IDENTICAL COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

24. MISCELLANEOUS

Use of the masculine pronoun shall be deemed to include usage of the feminine pronoun where appropriate. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

25. PERIOD OF LIMITATIONS

No legal action shall be brought and no cause of action shall be asserted by or in the right of the Company against Indemnitee, Indemnitee's spouse, heirs, executors or personal or legal representatives after the expiration of two years from the date of accrual of such cause of action, and any claim or cause of action of the Company shall be extinguished and deemed released unless asserted by the timely filing of a legal action within such two-year period; provided, however, that if any shorter period of limitations is otherwise applicable to any such cause of action such shorter period shall govern.

26. ADDITIONAL ACTS

If for the validation of any of the provisions in this Agreement any act, resolution, approval or other procedure is required, the Company undertakes to cause such act, resolution, approval or other procedure to be affected or adopted in a manner that will enable the Company to fulfill its obligations under this Agreement.

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27. WAIVER OF CLAIMS TO TRUST ACCOUNT

Notwithstanding anything contained herein to the contrary, Indemnitee hereby agrees that it does not have any right, title, interest or claim of any kind (each, a "***Claim***") in or to any monies in the trust account established in connection with the Company's initial public offering for the benefit of the Company and holders of shares issued in such offering, and hereby waives any Claim it may have in the future as a result of, or arising out of, any services provided to the Company and will not seek recourse against such trust account for any reason whatsoever. Accordingly, Indemnitee acknowledges and agrees that any indemnification provided hereto will only be able to be satisfied by the Company if (i) the Company has sufficient funds outside of the trust account to satisfy its obligations hereunder or (ii) the Company consummates an initial business combination.

28. MAINTENANCE OF INSURANCE

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The Company shall use commercially reasonable efforts to obtain and maintain in effect during the entire period for which the Company is obligated to indemnify the Indemnitee under this Agreement, one or more policies of insurance with reputable insurance companies to provide the officers/directors of the Company with coverage for losses from wrongful acts and omissions and to ensure the Company's performance of its indemnification obligations under this Agreement. The Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any such director or officer under such policy or policies. In all such insurance policies, the Indemnitee shall be named as an insured in such a manner as to provide the Indemnitee with the same rights and benefits as are accorded to the most favorably insured of the Company's directors and officers.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Indemnification Agreement to be signed as of the day and year first above written.

CYCURION, INC.

By: _____
Name: Alvin McCoy III
Title: Chief Financial Officer

_____
Indemnitee Name

_____

_____
Address

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Exhibit 10.15

EMPLOYMENT AGREEMENT

THIS AGREEMENT, with an effective date ("**Effective Date**") of December 1, 2024 (the "**Agreement**"), is by and between Cycurion, Inc. (the "**Company**"), and L. Kevin Kelly (the "**Executive**"). The Company and Executive are referred to each individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, the Company desires to employ the Executive on the terms and conditions set forth herein; and

WHEREAS, the Executive desires to be employed by the Company on such terms and conditions; and

WHEREAS, the Company and its affiliates provide cybersecurity services ("**Company Products and Services**"); and

WHEREAS, the Company has developed and will develop relationships with Customers and Prospective Customers, as well as a reputation in the cybersecurity industry, which are and will become of great importance and value to the Company in connection with its business of selling, marketing, and providing the Company Products and Services on behalf of its Customers (**"Business**"), and the loss of or injury to the Business will result in substantial and irreparable damage to the Company; and

WHEREAS, in the course of Executive's employment by the Company, Executive may receive, be taught or otherwise have access to items and information associated with the Business such as sales, purchasing, transportation, documentation, marketing and trading techniques, information and materials, customer and supplier lists or information, correspondence, records, financial information, pricing information, computer systems, computer software applications, business plans and other information which is confidential and proprietary; and

WHEREAS, the Company has acquired and/or developed certain trade secrets and Confidential Information, as more fully described below, and has expended significant time and expense in acquiring or developing its trade secret or Confidential Information; and expends significant time and expense on an ongoing basis in supporting its employees, including Executive; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and for such good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the Company and Executive do hereby agree as follows:

AGREEMENT

1. **Adoption of Recitals**. The Company and Executive hereto adopt the above recitals as being true and correct.

2. **Employment Period**. Executive shall be employed with the Company for a two-year term commencing on December 1, 2024, and ending on December 1st, 2026 (the "**Employment Period**"). Non-renewal of this Agreement shall not constitute a termination of Executive under this Agreement for purposes of Section 5 below.

3. **Position and Duties**.

   (a) Executive shall serve as Chairman and Chief Executive Officer (the "**CEO**") of the Company and shall perform the executive and administrative duties, functions, and privileges incumbent with the position of Chairman and CEO and such other duties as reasonably determined by the Board of Directors of the Company (the "**Board**") from time to time.

   (b) Executive will report to the Board.

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(c) Executive agrees to serve the Company faithfully, conscientiously and to the best of his ability, and to devote all of his business time to the business and affairs of the Company (and, if requested by the Board, any subsidiary or affiliate of the Company) so as to promote the profit, benefit, and advantage of the Company and, if applicable, any subsidiaries or affiliates of the Company. Executive shall fulfill his duties of loyalty, fidelity, and allegiance to act at all times in the best interests of the Company and to do no act which would injure the business, interests, or reputation of the Company. Executive's employment is subject to compliance with all the Company's policies as may be amended from time to time.

(d) During Executive's employment, his principal place of employment shall be 1640 Boro Place $th Floor McLean VA 22102. In addition it is acknowledged that the executive will also work from his home office. In addition, the Executive acknowledges, however, that significant domestic and international travel may be required as part of his duties hereunder; and Executive agrees to undertake such travel as may be reasonably required by the business of the Company from time to time.

4. **Compensation**.

(a) **Base Salary**. During the Employment Period, the Company shall pay to the

Executive an annual base salary ("**Base Salary**") of $325,000 per annum payable by the Company and payable in accordance with the Company's payroll schedule subject to any applicable tax and payroll deductions; provided Salary increases will be considered after annual reviews of performance. The executive will submit to the Company's lead independent director a self-assessment of performance versus year-one goals and provide directional goals for the subsequent year.

Equity Compensation. During the Employment Period, the Company shall pay to the executive an equity compensation of $500,000 of Company stock in the first year of employment payable quarterly. Equity Compensation increase will be considered after annual review of performance self-assessment.

(b) **Performance Bonus**. During the Employment period, the executive is entitled to an annual Bonus as described below: Executive is eligible for a performance bonus based on results generated by the executive and through the Company. Targeted performance is $325,000 for year-one, and the performance bonus will increase for subsequent years based on future financial and non-financial results.

(c) **Other Benefits**. During his Employment, Executive shall be entitled to participate in such employee benefit plans, programs or arrangements (collectively, the "**Plans**") implemented by the Company and available to other employees of the Company, such as Medical, Vision, Dental, Short-Term Disability, Long-Term Disability, and Life Insurance. Additionally, the employee will receive reimbursement of $750 per month for a car allowance, be reimbursed by the company for all phone expenses and is entitled to be reimbursed for monthly Club expenses. The Company shall have the right, from time to time and in its sole discretion, to modify and amend the benefits provided to its executive officers, including Executive, consistent with the provisions herein.

(d) **Paid Time Off**. During the Employment Period, the Company agrees that the

Executive shall be entitled to Paid Time Off ("**PTO**") pursuant to the Company's policies and procedures then in effect for senior executives. The Executive shall further be entitled to paid federal holidays and authorized leaves (paid and unpaid) in accordance with the policies of the Company then in effect for its senior executives. At all times, irrespective of the reason for the use, the Executive's use of PTO shall be consistent with the applicable workplace policies.

(e) **Business Expenses**. The Company shall pay for directly or reimburse Executive for reasonable, customary, and necessary business-related expenses incurred by Executive in connection with the duties of Executive hereunder, upon submission by Executive to the Company of such written evidence of such expense as the Company may require not to exceed amount approved in the annual budget. Business expenses beyond travel and meetings, require prior approval by the Chairman of the Board. Any disputes as to the eligibility of an expense for reimbursement shall be resolved in the sole discretion of the Company.

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(f) **Clawback Provisions**.

(i) Notwithstanding any other provisions in this Agreement to the contrary, any incentive-based or other compensation paid to the Executive under this Agreement or any other agreement or arrangement with the Company that is subject to recovery under any law, government regulation, or stock exchange requirements will be subject to such recovery, deductions, and clawback, as relevant, as may be required to be made pursuant to such law, government regulation, or stock exchange requirements (or any policy adopted by the Company pursuant to any such law, government regulation or stock exchange requirements).

(ii) Furthermore, notwithstanding any other provisions in this Agreement to the contrary, the Company may rescind the exercise and/or vesting of any equity right and the delivery of shares of the Company's common stock upon such exercise or vesting (the "**Shares**") if the underlying equity right (including, but not limited to, stock options, restricted stock, and restricted stock units) for such Shares is subject to clawback under Section 4(h)(i) above. For purposes of this Section 4(h), the term "Shares" shall include without limitation any shares or other property received by the Executive with respect to the shares covered by such equity rights as a result of a stock split or other similar transaction. In the event of any such clawback, the Executive shall promptly return to the Company the Shares received upon the exercise or vesting of the Executive's equity rights, or, if the Executive no longer owns the Shares, the Executive shall pay to the Company the amount of any gain realized or payment received as a result of any sale or other disposition of the Shares (or, in the event the Executive had transferred the Shares by gift or otherwise without consideration, the fair market value of the Shares on the date of the breach or activity or conduct), net of the price originally paid by the Executive for the Shares. The payment shall be made in such manner and on such terms and conditions as may be required by the Company. The Company shall be entitled to set off against the amount of any such payment any amounts otherwise owed to the Executive by the Company.

5. **Termination**.

(a) **Termination upon Death**. The Executive's employment hereunder shall terminate upon the death of the Executive; *provided, however*, that, for purposes of this Agreement, the Date of Termination based upon the death of the Executive shall be deemed to have occurred on the last day of the month in which the death of the Executive shall have occurred.

(b) **Termination upon Disability**. If the Executive is unable to perform the essential functions of his position, with or without reasonable accommodation, for an aggregate period in excess of ninety (90) days during the previous twelve (12) months, due to a physical or mental illness, disability or condition, the Company may terminate the Executive's employment hereunder at the end of any calendar month by giving written Notice of Termination to the Executive. Any questions as to the existence, extent or potentiality of illness or incapacity of the Executive upon which the Company and the Executive cannot agree shall be determined by a qualified independent physician mutually selected by the Parties. The determination of such physician certified in writing to the Company and to the Executive shall be final and conclusive for all purposes of this Agreement. This Subsection 5(b) of this Agreement is intended to be interpreted and applied consistent with any laws, statutes, regulations, and ordinances prohibiting discrimination, harassment and/or retaliation on the basis of a disability.

(c) **Termination for Cause.** During the Employment Period, the Company may terminate the Executive for Cause, by giving written Notice of Termination to Executive. The Date of Termination shall be specified in the Notice of Termination. For purposes hereof, "**Cause**" shall mean: (i) the Executive's failure to materially perform and discharge the duties and responsibilities of the Executive under this Agreement, including, but not limited to Section 9 below; or (ii) any breach by the Executive of the provisions of Sections 6, and/or 8 hereof; or (iii) felony

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conviction involving the personal dishonesty or moral turpitude of the Executive; or (iv) engagement in illegal drug use or alcohol abuse which prevents the Executive from performing his duties in any manner; or (v) any misappropriation, embezzlement or conversion of the Company's or any of its parent's, subsidiary's or affiliate's property by the Executive; or (vi) willful misconduct or intentional breach of fiduciary duty by the Executive in respect of the duties or obligations of the Executive under this Agreement; or (vii) the Executive's failure to materially perform and discharge the duties and responsibilities of the Executive with respect to goals or objectives periodically provided to the Executive by the Company.

With regard to Subsections 5(c)(i), 5(c)(ii) and 5(c)(vii), "Cause" shall not have deemed to have occurred unless the Company provides written notice to the Executive of the condition constituting "Cause" ("**Notice of Material Breach**") within thirty (30) days of the initial existence of the condition (or its discovery), and, allowing the Executive thirty (30) days to cure such failures, if so curable (*provided, however*, that after one such notice has been given to the Executive during the Employment Period, the Company is no longer required to provide time to cure subsequent failures of the same nature and of similar import with regard to the specific duty and responsibility Executive has failed to perform). Notice of Material Breach under Subsection 5(c)(i) must specify the following: (x) each and every material breach by the Executive, and (y) the factual basis for the Company's claim that the Executive materially breached this Agreement, including when the breach occurred, how it occurred, who was involved, what happened, and why it constitutes a breach. Notice of the Material Breach and/or Notice of the Date of Termination shall be provided as defined in Section 7 below.

(d) **Termination by the Company without Cause**. Except as set forth in Section 5(c) hereof, the Company may terminate this Agreement at any time by providing a Notice of Termination which includes a Date of Termination at least thirty (30) days after delivery of the Notice of Termination.

(e) **Termination by the Executive other than for Good Reason**. The Executive may terminate this Agreement by delivering a Notice of Termination to the Company. The Date of Termination shall be specified in the Notice of Termination; *provided*, *however*, that the Date of Termination shall not be earlier than sixty (60) calendar days after delivery of the Notice of Termination.

(f) **Termination by the Executive for Good Reason**. The Executive may terminate this Agreement with Good Reason by delivering a Notice of Termination to the Company specifying the Date of Termination and a complete factual basis for Executive's belief that he has "Good Reason" to terminate this Agreement. "**Good Reason**" shall be deemed to exist if: (i) there is a material diminution of the Executive's duties; or (ii) the Company willfully and materially breaches this Agreement, provided that "Good Reason" shall not be deemed to have occurred unless the Executive provides written notice to the Company of the condition constituting "Good Reason" within fifteen (15) days of the initial existence of the condition, and such condition is not corrected by the Company within thirty (30) days of the date of the Company's receipt of such written notice. Executive's termination pursuant to this Subsection 5(f) shall become effective upon the lapse of such thirty (30) days. With respect to a claim that the Company has materially breached this Agreement, the notice must specify the following: (x) each and every material breach(es) by the Company, and (y) the factual basis for the Executive's claim that the Company has materially breached this Agreement including when the breach occurred, how it occurred, who was involved, what happened, and why it constitutes a breach. Notice of the material breach and/or Notice of the Date of Termination shall be provided as defined in Section 7 below.

(g) **Termination Relating to Change of Control**[1]. In the event Executive's employment is terminated on account of (i) an involuntary termination by the Company for any reason other than Cause, death, or Disability, or (ii) the Executive voluntarily terminates employment with the Company on account of a resignation for Good Reason, in either case that occurs (x) at the same time as, or within the twelve (12)-month period following, the consummation of a Change of Control or (y) within the sixty (60)-day period prior to the date of a Change of Control where the Change of Control was under consideration at the time of Executive's Termination Date.

(h) **Obligations Upon Termination**.

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Termination for Death. If employment terminates pursuant to Subsection 5(a), the Company shall, promptly upon such termination, pay the estate of Executive or the person charged with legal responsibility for the Executive's estate or his person, an amount equal to twelve month (12) month's Base Salary from the date of the Notice of Termination,. Any applicable death benefits that accrued prior to the Termination Date shall continue to inure to the Executive's benefit in accordance with the applicable policy's terms and conditions. The estate of Executive or the person charged with legal responsibility for the Executive's estate or his person,

(i) as of the date of the Notice of Termination, shall have no further entitlement under this Agreement to any other Compensation (as set forth in Section 4 above), including, but not limited to. Base Salary and benefits (other than as described herein). The estate of Executive or the person charged with legal responsibility for the Executive's estate or his person also shall not be entitled to receive other severance or post-termination payments (except solely such Base Salary or other payments as may have been accrued but not yet paid prior to such termination). Any outstanding stock option or other stock awards held by Executive as of the Date of Termination shall be subject to the terms of the applicable award agreements.

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[1] "**Change of Control**" shall mean one of the following shall have taken place after the Effective Date:

(i) any one person, or group of owners of another corporation who, acting together through a merger, consolidation, purchase, acquisition of stock or the like (a "**Group**"), acquires ownership of shares of capital stock of the Company that, together with the shares of capital stock held by such person or Group, constitutes more than fifty percent (50%) of the total fair market value or total voting power of the shares of capital stock of the Company (or other voting securities of the Company then outstanding). However, if such person or Group is considered to own more than fifty percent (50%) of the total fair market value or total voting power of the shares of capital stock of the Company then outstanding before such transfer of shares of capital stock of the Company, the acquisition of additional shares of capital stock of the Company by the same person or Group shall not be considered to cause a Change of Control of the Company; or

(ii) any one person or Group acquires (or has acquired during the twelve (12)-month period ending on the date of the most recent acquisition by such person or persons) ownership of shares of capital stock of the Company of the Company possessing thirty percent (30%) or more of the total voting power of the shares of capital stock of the Company where such person or Group is not merely acquiring additional control of the Company; or

(iii) a majority of members of the Company's Board is replaced during any twelve (12)-month period by directors whose appointment or election is not endorsed by a majority of the members of the Company's Board prior to the date of the appointment or election (the "**Incumbent Board**"), but excluding, for purposes of determining whether a majority of the Incumbent Board has endorsed any candidate for election to the Board, any individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a person or Group other than the Company's Board; or

(iv) any one person or Group acquires (or has acquired during the twelve (12)-month period ending on the date of the most recent acquisition by such person or Group) all or substantially all of the assets from the Company that have a total gross fair market value equal to or more than forty percent (40%) of the total fair market value of all assets of the Company immediately prior to such acquisition or acquisitions. For this purpose, "gross fair market value" means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets. A transfer of assets by the Company will not result in a Change of Control if the assets are transferred to:

(1) a stockholder of the Company (immediately before the asset transfer) in exchange for or with respect to its stock;

(2) an entity, fifty percent (50%) or more of the total value or voting power of which is owned, directly or indirectly, by the Company immediately after the transfer of assets;

(3) a person or Group that owns, directly or indirectly, fifty percent (50%) or more of the total value or voting power of all the outstanding stock of the Company; or

(4) an entity, at least fifty percent (50%) of the total value or voting power of which is owned directly or indirectly, by a person described in subparagraph (h)(i), above; or

(5) Stockholders of the Company approve a plan of complete liquidation or dissolution of the Company.

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Notwithstanding the foregoing, if any payment or distribution event applicable hereunder is subject to the requirements of Section 409A(a)(2)(A) of the Code, the determination of the occurrence of a Change of Control shall be governed by applicable provisions of Section 409A(a)(2)(A) of the Code and regulations and rulings issued thereunder for purposes of determining whether such payment or distribution may then occur.

(ii) **Termination for Disability**. If employment terminates pursuant to Subsection 5(b), the Company shall, promptly upon such termination, pay the Executive or the person charged with legal responsibility for the Executive, an amount equal to twelve month (12) month's Base Salary from the date of the Notice of Termination,. Any applicable disability benefits that accrued prior to the Termination Date shall continue to inure to the Executive's benefit in accordance with the applicable policy's terms and conditions. The Executive, as of the date of the Notice of Termination, shall have no further entitlement under this Agreement to any other Compensation (as set forth in Section 4 above), including, but not limited to, Base Salary and benefits (other than as described herein). The Executive also shall not be entitled to receive other severance or post-termination payments (except solely such Base Salary or other payments as may have been accrued but not yet paid prior to such termination). Any outstanding stock option or other stock awards held by Executive as of the Date of Termination shall be subject to the terms of the applicable award agreements.

(iii) **Termination for Cause**. In the event that the employment of the Executive is terminated pursuant to Subsection 5(c), no Compensation (as set forth in Section 4 above), no severance or other post-termination payment shall be due or payable by the Company to the Executive (except solely such Base Salary or other payments as may have been accrued but not yet paid prior to such termination). Any outstanding stock option or other stock awards held by Executive as of the Date of Termination shall be subject to the terms of the applicable award agreements.

(iv) **Termination by the Company Without Cause or by Executive for Good Reason**. In the event that the Company terminates this Agreement pursuant to Subsection 5(d) or that the Executive terminates this Agreement pursuant to Subsection 5(f), the Company shall, notwithstanding such termination, in consideration for all of the undertakings and covenants of the Executive contained herein, continue to pay to the Executive the Base Salary and any bonuses due in effect as of the Date of Termination for a period of eighteen (18) months from the Date of Termination, provided that such termination constitutes a separation from service within the meaning of Section 409A of the Internal Revenue Code of 1986 (the "**Code**").

(v) **Termination Relating to Change of Control**. In the event that Company terminates this Agreement pursuant to Subsection 5(g), the Company shall, promptly upon such termination, pay the Executive, an amount equal to twelve (12) month's Base Salary from the date of the Notice of Termination.

(i) **Release Required for Severance Payments**. No post-employment payments (exclusive of any stock option or other stock award) by the Company relating to termination of employment under the provisions of Section 5(g) shall commence until Executive executes and delivers a mutually agreeable release reflecting the provisions of this Agreement and waiving any and all claims against the Company other than the obligations set forth in such release or in a final severance agreement and any applicable revocation period with respect to such release has expired. With respect to any payment of Base Salary and Bonus that would otherwise be due prior to March 15 of the year following the year in which the Date of Termination occurs, such payment shall be forfeited if such release is not delivered by March 15 of the year following the year in which the Date of Termination occurs. With respect to any payment of Base Salary that would otherwise be due on or after March 15 of the year following the year in which the Date of Termination occurs, such payment shall be forfeited if such release is not delivered within ninety (90) days after the date on which such payment is due.

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(j) **Compliance with Section 409A**. The Parties to this Agreement intend that this Agreement complies with Section 409A of the Code, where applicable, and this Agreement shall be interpreted in a manner consistent with that intention. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination qualifies as a "separation from service" within the meaning of Section 409A of the Code and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service." Notwithstanding any other provisions of this Agreement to the contrary, and solely to the extent necessary for compliance with Section 409A of the Code and not otherwise eligible for exclusion from the requirements of Section 409A, if, as of the date of the Executive's separation from service from the Company, (i) the Executive is deemed to be a "specified employee" (within the meaning of Section 409A of the Code and the applicable regulations), and (ii) the Company or any member of a controlled group including the Company is publicly traded on an established securities market or otherwise, no payment or other distribution required to be made to the Executive hereunder (including any payment of cash, any transfer of property and any provision of taxable benefits) solely as a result of the Executive's separation from service shall be made earlier than the first day of the seventh month following the date on which the Executive separates from service with the Company. Each payment of Base Salary pursuant to Subsection 5(g)(iii) shall be considered a separate payment for purposes of Section 409A of the Code.

(k) **Notice of Termination**. A "**Notice of Termination**" to effectuate a termination under Section 5 shall be made in accordance with the Notice provision defined in Section 7. For purposes of this Agreement, a Notice of Termination shall mean a notice, in writing, which shall indicate the specific termination provision of this Agreement relied upon as the basis for the Termination and the Date of Termination. The Date of Termination shall not be earlier than the date such Notice of Termination is delivered (as defined above); *provided*, *however*, that the Company, at its option, may elect to have the Executive not report to work after the date of the written notice.

(l) **Date of Termination**. "**Date of Termination**" means the date on which this Agreement shall terminate in accordance with the provisions of this Section 5.

6. **Restrictive Covenants**.

(a) **Non-Disclosure of Confidential Information**.

(i) During and after employment under this Agreement, the Executive shall not, directly or indirectly, without the prior written consent of the Board, or a person duly authorized thereby, other than a person to whom disclosure is reasonably necessary or appropriate in connection with the performance by Executive of the duties of Executive as an employee of the Company, disclose or use for the benefit of himself or any other person, corporation, partnership, joint venture, association, or other business organization, any of the trade secrets or Confidential Information of the Company. If Executive is legally required to disclose any Confidential Information or trade secrets, Executive will notify the Company prior to doing so by providing the Company with written notice ten (10) business days in advance of the intended or compelled disclosure. (If disclosure is required sooner than ten (10) days, Executive must provide the Company with Notice immediately upon learning that disclosure is sought and *before* disclosure is required or compelled.) Notice shall be provided as defined in Section 7 below.

(ii) **Notice of Immunity under the Economic Espionage Act of 1996, as** amended by the Defend Trade Secrets Act of 2016 ("DTSA"). Notwithstanding any other provision of this Agreement, Executive shall not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that: (A) is made (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (2) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Notwithstanding any other provision of this Agreement, if Executive files a lawsuit for retaliation by Cycurion for reporting a suspected violation of law, Executive may disclose the Cycurion's trade secrets to Executive's attorney and use the trade secret information in the court proceeding if Executive: (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

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(b) **Need for Restrictions**. Executive acknowledges and agrees that each of the restrictive covenants contained in this Section 6 is reasonable and necessary to protect the legitimate business interests of the Company, including, without limitation, the need to protect the Company's trade secrets and Confidential Information and the need to protect its relationships with its customers, prospective customers, vendors and agents.

(c) **Proprietary Rights**.

(i) Ownership. The Company shall own all right, title and interest in and to all documentation, manuals, materials, creative works, methods, techniques, compositions, ideas, recipes, creations, improvements, inventions, computer programs and data, system documentation, special hardware, product hardware, related software development, correspondence, letters, notes, notebooks, reports, flowcharts, proposals, know-how and other information, in any medium whatsoever (including, without limitation, any Confidential Information, trade secrets and all software, software code, processes, copyrights, patents, technologies and inventions (collectively, "**Inventions**"), including, without limitation, new contributions, improvements, ideas and discoveries, whether patentable or not, conceived, developed, invented or made by Executive during his employment by the Company (including his employment with the Company prior to the date hereof), provided that such Inventions grew out of Executive's work with the Company, are related in any manner to the Business, as such term is defined in the Recitals, or are conceived or made on the Company's time or with the use of the Company's facilities or materials). Executive acknowledges and agrees that any of his work product created, produced, or conceived in connection with his association with the Company shall be deemed work for hire and shall be deemed owned exclusively by the Company.

(ii) **Executive's Obligations**. Executive shall (i) promptly disclose such Inventions to the Company; (ii) assign to the Company, without additional compensation, all patent and other rights to such Inventions for the United States and foreign countries; (iii) execute and deliver all documents required by the Company to document or perfect the Company's proprietary rights in and to the Company's work product; and (iv) give testimony in support of his inventorship. Executive shall deliver all Confidential Information, trade secrets and/or Inventions to the Company upon the Company's request, and, in any event, immediately upon termination of Executive's employment by the Company.

(iii) **Executive's Restrictions**. Executive acknowledges that the Confidential Information, trade secrets and/or Inventions constitute valuable trade secrets of the Company. Executive shall not infringe or violate any trade secret or other proprietary right of the Company related to the Confidential Information, trade secrets and/or Inventions, and shall not own, apply for, or otherwise attempt to obtain, on behalf of Executive or others, any proprietary right in any Confidential Information, trade secrets and/or Inventions, which the Company owns or has a right to own, in which the Company has an interest and/or to which the Company has title.

(d) **Breach of Restrictive Covenants**. In the event of a breach or threatened breach by Executive of any restrictive covenant set forth in Section 6, Executive agrees that such a breach or threatened breach would cause irreparable injury to the Company, and that, if the Company shall bring legal proceedings against Executive to enforce any restrictive covenant, the Company shall be entitled to seek all available civil remedies, at law or in equity, including, without limitation, an injunction without posting a bond, damages, attorneys' fees, and costs.

(e) **Successors and Assigns**. The Company and its successors and assigns may enforce these restrictive covenants.

(f) **Construction, Survival**. To the extent that the covenants provided for in this Section 6 may later be deemed by a court to be too broad to be enforced with respect to its duration or with respect to any particular activity or geographic area, the court making such determination shall have the power to reduce the duration or scope of the

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provision, and to add or delete specific words or phrases to or from the provision. The provision as modified shall then be enforced. If Executive violates any of the restrictions contained in this Section 6, the restrictive period shall be tolled during the time that Executive is in violation. All the provisions of this Section 6 shall survive the term of this Agreement and Executive's employment with the Company.

7. **Notices**. For the purpose of this Agreement, notices and all other communications to either Party hereunder provided for in this Agreement shall be in writing and shall be deemed to have been duly given when: (a) delivered in person, mailed by certified mail, return receipt requested or recognized overnight delivery service *and* (b) transmitted via electronic mail.

If to the Company:	Cycurion, Inc. 1640 Boro Place 4th Floor McLean, Virginia 22102
With a mandatory copy (which shall not constitute notice) to:	Greenberg Traurig, P.A. 333 S.E. 2nd Avenue Miami, FL 33131 Attention: John Owens E-mail: owensjohn@gtlaw.com
If to Executive:	L. Kevin Kelly 817 Clearwater Ave. Satellite Beach, Florida 32937 E-mail: Lkkelly1965@gmail.com

or to such other address as either party shall designate by giving written notice of such change to the other party.

8. **Return of the Company's Property**. All of the Company's products or services, customer correspondence, internal memoranda, designs, sales brochures, training manuals, project files, price lists, customer and vendor lists, prospectuses, reports, customer or vendor information, sales literature, territory printouts, call books, notebooks, textbooks e-mails and Internet access, and all other like information or products, including all copies, duplications, replications and derivatives of such information or products, acquired by Executive while in the employ of the Company, whether prepared by Executive or coming into Executive's possession, shall be the exclusive property of the Company and shall be returned immediately to the Company upon the expiration or termination of this Agreement for any reason or upon request by the Chief Executive Officer of the Company or the Board. Executive also shall return immediately return any Company issued property including, but not limited to, laptops, computers, thumb drives, removable media devices, flash drives, smartphones, cellular phones, iPads® and other devices upon the expiration or termination of this Agreement for any reason or upon request by the Chief Executive Officer of the Company or the Board. Executive's obligations under this Section 8 shall exist whether or not any of these items or materials contain Confidential Information or trade secrets. The Parties hereto shall comply with all applicable laws and regulations regarding retention of and access to this Agreement and all books, documents, and records in connection therewith. Executive shall provide the Company with a signed certificate evidencing that all such property has been returned, and that no such property or Confidential Information or trade secret has been retained by Executive in any form. If the Company has a good faith basis for suspecting that Executive has retained documents, property or information in violation of this provision, if requested, Executive is obligated to provide the Company and/or its agent with access to Executive's laptop(s), external drive(s), computer(s), flash drive(s) and/or removable media to ensure all property of the Company or its subsidiaries and affiliates has been returned, and Executive is not retaining copies of the documents or property without the Company permission.

9. **Prior Agreements**.

(a) Executive represents to the Company (i) that there are no restrictions, agreements, or understandings whatsoever to which Executive is a party which would prevent or make unlawful Executive's execution of this Agreement

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or employment hereunder, (ii) that Executive's execution of this Agreement and employment hereunder shall not constitute a breach of any contract, agreement or understanding, oral or written, to which Executive is a party or by which Executive is bound, and (iii) that Executive is free and able to execute this Agreement and to enter into employment by the Company. Executive further represents and agrees that he will not bring with him, disclose, or otherwise use any confidential, proprietary or trade secret information acquired from any prior employer, whether that information was created by Executive or others. A written or oral notice or complaint that Executive breached this provision or violated a restrictive covenant or an agreement not to disclose Confidential Information shall subject Executive, at the Company's sole discretion, to immediate termination with Cause. Executive also agrees to fully indemnify the Company for any and all damages, costs and/or attorney's fees incurred by the Company that arise from any claims that were related to Executive's alleged or actual breach of a restrictive covenant or an agreement not to disclose Confidential Information.

(b) The Parties mutually acknowledge and agree that any prior offer letters and/or employment agreements between and among the Company or any affiliate or subsidiary and Executive, are declared null and void with no legal effect, and Executive will take nothing from any such prior agreements, including any right to any severance or termination benefits. Executive hereby agrees that, with the exception of any restrictive covenants, which are incorporated into this Agreement and which Executive hereby reaffirms, any prior employment agreements between the Company or any affiliate or subsidiary and Executive shall have no legal effect whatsoever as of the date this Agreement is executed by the Parties.

10. **Specific Performance**. It is agreed that the rights granted to the Parties hereunder are of a special and unique kind and character and that, if there is a breach by any Party of any material provision of this Agreement, the other Party would not have any adequate remedy at law. It is expressly agreed, therefore, that the rights of the Parties hereunder may be enforced by an action for specific performance and other equitable relief without the Parties posting a bond, or, if a bond is required, the Parties agree that the lowest bond permitted shall be adequate.

11. **Further Assurances**. Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the Parties hereto.

12. **Right to Review and Seek Counsel**. Executive acknowledges that he/she has had the opportunity to seek independent counsel and tax advice in connection with the execution of this Agreement, and Executive represents and warrants to the Company (a) that he/she has sought such independent counsel and advice as he/she has deemed appropriate in connection with the execution hereof and the transactions contemplated hereby, and (b) that he/she has not relied on any representation of the Company as to tax matters, or as to the consequences of the execution hereof.

13. **Waiver/Amendments**. The waiver by the Company of a breach or threatened breach of this Agreement by Executive shall not be construed as a waiver of any subsequent breach by Executive. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification or discharge is approved by the Board and agreed to in writing signed by Executive and such officer as may be specifically authorized by the Board.

14. **Entire Agreement**. This Agreement contains the entire understanding of the Parties and no agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party, which are not set forth expressly in this Agreement. This Agreement supersedes all negotiations, preliminary agreements, and all prior and contemporaneous discussions and understandings of the Parties and/or their affiliates. Executive acknowledges that he/she has not relied on any prior or contemporaneous discussions or understandings in entering into this Agreement.

15. **Neutral Construction**. No Party may rely on any drafts of this Agreement in any interpretation of this Agreement. Each Party to this Agreement has reviewed this Agreement and has participated in its drafting and, accordingly, no Party shall attempt to invoke the normal rule of construction to the effect that ambiguities are to be resolved against the drafting Party in any interpretation of this Agreement.

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16. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the Virginia without regard to conflicts of law.

17. **Consent to Personal Jurisdiction and Venue; Waiver of Service of Process**. Executive hereby consents to personal jurisdiction and exclusive venue in the United States District Court for the Eastern District of Virginia, if such Court can exercise jurisdiction over the matter for any action brought by the Company or Executive arising out of or in connection with this Agreement or Executive's employment with the Company. In the event the foregoing Court lacks jurisdiction, Executive consents to personal jurisdiction and exclusive venue in the courts in Fairfax County, Virginia. For purposes of this Section 17, the term "**Executive**" includes any business entity owned or controlled by Executive. Each Party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such Notices (under Section 7) to him/her/it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

18. **Headings and Captions**. The titles and captions of paragraphs, sections, subparagraphs, and subsections contained in this Agreement are provided for convenience of reference only, and shall not be considered terms or conditions of this Agreement.

19. **Validity**. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

20. **Survival**. The provisions of this Agreement shall not survive the termination of Executive's employment hereunder, except that the provisions of (i) Section 5 hereto relating to post-termination payment obligations; (ii) Section 6 hereto relating to the restrictive covenants; (iii) Section 8 hereto relating to return of the Company's property; and (iv) Section 17 relating to jurisdiction, venue and waiver of personal service shall remain binding upon the Parties.

21. **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns, and Executive agrees that this Agreement may be assigned by the Company without Executive's consent. This Agreement is not assignable by Executive.

22. **Counterparts**. This Agreement may be executed in one or more separate counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall, together, constitute and shall be one and the same instrument. This Agreement, and the counterparts thereto, may be executed by the Parties using their respective signatures transmitted via facsimile machines or via electronic mail.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on December 1, 2024.

CYCURION, INC.	**CYCURION,INC.**
By: /s/ Irv Minnaker	By: /s/ L. Kevin Kelly
Name: Irv Minnaker	Name: L. Kevin Kelly
Title: Lead Director	Title: Chairman and CEO

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Exhibit 10.16

EMPLOYMENT AGREEMENT

THIS AGREEMENT, with an effective date ("**Effective Date**") of January 1, 2025 (the "**Agreement**"), is by and between Cycurion, Inc. (the "**Company**"), and Alvin McCoy III (the "**Executive**"). The Company and Executive are referred to each individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, the Company desires to employ the Executive on the terms and conditions set forth herein; and

WHEREAS, the Executive desires to be employed by the Company on such terms and conditions; and

WHEREAS, the Company and its affiliates provide cybersecurity services ("**Company Products and Services**"); and

WHEREAS, the Company has developed and will develop relationships with Customers and Prospective Customers, as well as a reputation in the cybersecurity industry, which are and will become of great importance and value to the Company in connection with its business of selling, marketing, and providing the Company Products and Services on behalf of its Customers (**"Business**"), and the loss of or injury to the Business will result in substantial and irreparable damage to the Company; and

WHEREAS, in the course of Executive's employment by the Company, Executive may receive, be taught or otherwise have access to items and information associated with the Business such as sales, purchasing, transportation, documentation, marketing and trading techniques, information and materials, customer and supplier lists or information, correspondence, records, financial information, pricing information, computer systems, computer software applications, business plans and other information which is confidential and proprietary; and

WHEREAS, the Company has acquired and/or developed certain trade secrets and Confidential Information, as more fully described below, and has expended significant time and expense in acquiring or developing its trade secret or Confidential Information; and expends significant time and expense on an ongoing basis in supporting its employees, including Executive; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and for such good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the Company and Executive do hereby agree as follows:

AGREEMENT

1. **Adoption of Recitals**. The Company and Executive hereto adopt the above recitals as being true and correct.

2. **Employment Period**. Executive shall be employed with the Company for a two-year term commencing on January 1, 2025, and ending on January 1, 2027 (the "**Employment Period**"). Non-renewal of this Agreement shall not constitute a termination of Executive under this Agreement for purposes of Section 5 below.

3. **Position and Duties**.

(a) Executive shall serve as Executive Vice president of Finance & Chief Financial Officer (the "**CFO**") of the Company and shall perform the executive and administrative duties, functions, and privileges incumbent with the position of CFO and such other duties as reasonably determined by the Board of Directors of the Company (the "**Board**") from time to time.

(b) Executive will report to the Chief Executive Officer.

(c) Executive agrees to serve the Company faithfully, conscientiously and to the best of his ability, and to devote all of his business time to the business and affairs of the Company (and, if requested by the Board, any subsidiary or affiliate of the Company) so as to promote the profit, benefit, and advantage of the Company and, if applicable, any subsidiaries or affiliates of the Company. Executive shall fulfill his duties of loyalty, fidelity, and allegiance to act at all times in the best interests of the Company and to do no act which would injure the business, interests, or

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reputation of the Company. Executive's employment is subject to compliance with all the Company's policies as may be amended from time to time.

(d) During Executive's employment, his principal place of employment shall be 1640 Boro Place, 4th Floor McLean, VA 22102. In addition it is acknowledged that the executive will also work from his home office. In addition, the Executive acknowledges, however, that significant domestic and international travel may be required as part of his duties hereunder; and Executive agrees to undertake such travel as may be reasonably required by the business of the Company from time to time.

4. **Compensation**.

(a) **Base Salary**. During the Employment Period, the Company shall pay to the Executive an annual base salary ("**Base Salary**") of $325,000 per annum payable by the Company and payable in accordance with the Company's payroll schedule subject to any applicable tax and payroll deductions. Salary increases will be considered after annual reviews of performance. The executive will submit to the Company's CEO a self-assessment of performance versus year-one goals and provide directional goals for the subsequent year.

(b) **Equity Compensation.** During the Employment Period, the Company shall pay to the executive an equity compensation of $500,000 of Company stock in the first year of employment payable quarterly. Equity Compensation increase will be considered after annual review of performance self-assessment.

(c) **Performance Bonus**. During the Employment period, the executive is entitled to an annual Bonus as described below: Executive is eligible for a performance bonus based on results generated by the executive and through the Company. Targeted performance is $325,000 for year-one, and the performance bonus will increase for subsequent years based on future financial and non-financial results.

(d) **Other Benefits**. During his Employment, Executive shall be entitled to participate in such employee benefit plans, programs or arrangements (collectively, the "**Plans**") implemented by the Company and available to other employees of the Company, such as Medical, Vision, Dental, Short-Term Disability, Long-Term Disability, and Life Insurance. Additionally, the executive will receive reimbursement of $750 per month for car allowance, be reimbursed by the company for all phone expenses and is entitled to be reimbursed by the company for monthly Club expenses. The Company shall have the right, from time to time and in its sole discretion, to modify and amend the benefits provided to its executive officers, including Executive, consistent with the provisions herein.

(e) **Paid Time Off**. During the Employment Period, the Company agrees that the Executive shall be entitled to Paid Time Off ("**PTO**") pursuant to the Company's policies and procedures then in effect for senior executives. The Executive shall further be entitled to paid federal holidays and authorized leaves (paid and unpaid) in accordance with the policies of the Company then in effect for its senior executives. At all times, irrespective of the reason for the use, the Executive's use of PTO shall be consistent with the applicable workplace policies.

(f) **Business Expenses**. The Company shall pay for directly or reimburse Executive for reasonable, customary, and necessary business-related expenses incurred by Executive in connection with the duties of Executive hereunder, upon submission by Executive to the Company of such written evidence of such expense as the Company may require not to exceed amount approved in the annual budget. Business expenses beyond travel and meetings, require prior approval by the Chairman of the Board. Any disputes as to the eligibility of an expense for reimbursement shall be resolved in the sole discretion of the Company.

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(g) **Clawback Provisions**.

(i) Notwithstanding any other provisions in this Agreement to the contrary, any incentive-based or other compensation paid to the Executive under this Agreement or any other agreement or arrangement with the Company that is subject to recovery under any law, government regulation, or stock exchange requirements will be subject to such recovery, deductions, and clawback, as relevant, as may be required to be made pursuant to such law, government regulation, or stock exchange requirements (or any policy adopted by the Company pursuant to any such law, government regulation or stock exchange requirements).

(ii) Furthermore, notwithstanding any other provisions in this Agreement to the contrary, the Company may rescind the exercise and/or vesting of any equity right and the delivery of shares of the Company's common stock upon such exercise or vesting (the "**Shares**") if the underlying equity right (including, but not limited to, stock options, restricted stock, and restricted stock units) for such Shares is subject to clawback under Section 4(h)(i) above. For purposes of this Section 4(h), the term "Shares" shall include without limitation any shares or other property received by the Executive with respect to the shares covered by such equity rights as a result of a stock split or other similar transaction. In the event of any such clawback, the Executive shall promptly return to the Company the Shares received upon the exercise or vesting of the Executive's equity rights, or, if the Executive no longer owns the Shares, the Executive shall pay to the Company the amount of any gain realized or payment received as a result of any sale or other disposition of the Shares (or, in the event the Executive had transferred the Shares by gift or otherwise without consideration, the fair market value of the Shares on the date of the breach or activity or conduct), net of the price originally paid by the Executive for the Shares. The payment shall be made in such manner and on such terms and conditions as may be required by the Company. The Company shall be entitled to set off against the amount of any such payment any amounts otherwise owed to the Executive by the Company.

5. **Termination**.

(a) **Termination upon Death**. The Executive's employment hereunder shall terminate upon the death of the Executive; *provided, however*, that, for purposes of this Agreement, the Date of Termination based upon the death of the Executive shall be deemed to have occurred on the last day of the month in which the death of the Executive shall have occurred.

(b) **Termination upon Disability**. If the Executive is unable to perform the essential functions of his position, with or without reasonable accommodation, for an aggregate period in excess of ninety (90) days during the previous twelve (12) months, due to a physical or mental illness, disability or condition, the Company may terminate the Executive's employment hereunder at the end of any calendar month by giving written Notice of Termination to the Executive. Any questions as to the existence, extent or potentiality of illness or incapacity of the Executive upon which the Company and the Executive cannot agree shall be determined by a qualified independent physician mutually selected by the Parties. The determination of such physician certified in writing to the Company and to the Executive shall be final and conclusive for all purposes of this Agreement. This Subsection 5(b) of this Agreement is intended to be interpreted and applied consistent with any laws, statutes, regulations, and ordinances prohibiting discrimination, harassment and/or retaliation on the basis of a disability.

(c) **Termination for Cause.** During the Employment Period, the Company may terminate the Executive for Cause, by giving written Notice of Termination to Executive. The Date of Termination shall be specified in the Notice of Termination. For purposes hereof, "**Cause**" shall mean: (i) the Executive's failure to materially perform and discharge the duties and responsibilities of the Executive under this Agreement, including, but not limited to Section 9 below; or (ii) any breach by the Executive of the provisions of Sections 6, and/or 8 hereof; or (iii) felony conviction involving the personal dishonesty or moral turpitude of the Executive; or (iv) engagement in illegal drug use or alcohol abuse which prevents the Executive from performing his duties in any manner; or (v) any misappropriation, embezzlement or conversion of the Company's or any of its parent's, subsidiary's or affiliate's property by the Executive; or (vi) willful misconduct or intentional breach of fiduciary duty by the Executive in respect of the duties or obligations of the Executive under this Agreement; or (vii) the Executive's failure to materially perform and discharge the duties and responsibilities of the Executive with respect to goals or objectives periodically provided to the Executive by the Company.

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With regard to Subsections 5(c)(i), 5(c)(ii) and 5(c)(vii), "Cause" shall not have deemed to have occurred unless the Company provides written notice to the Executive of the condition constituting "Cause" ("**Notice of Material Breach**") within thirty (30) days of the initial existence of the condition (or its discovery), and, allowing the Executive thirty (30) days to cure such failures, if so curable (*provided, however*, that after one such notice has been given to the Executive during the Employment Period, the Company is no longer required to provide time to cure subsequent failures of the same nature and of similar import with regard to the specific duty and responsibility Executive has failed to perform). Notice of Material Breach under Subsection 5(c)(i) must specify the following: (x) each and every material breach by the Executive, and (y) the factual basis for the Company's claim that the Executive materially breached this Agreement, including when the breach occurred, how it occurred, who was involved, what happened, and why it constitutes a breach. Notice of the Material Breach and/or Notice of the Date of Termination shall be provided as defined in Section 7 below.

(d) **Termination by the Company without Cause**. Except as set forth in Section 5(c) hereof, the Company may terminate this Agreement at any time by providing a Notice of Termination which includes a Date of Termination at least thirty (30) days after delivery of the Notice of Termination.

(e) **Termination by the Executive other than for Good Reason**. The Executive may terminate this Agreement by delivering a Notice of Termination to the Company. The Date of Termination shall be specified in the Notice of Termination; *provided*, *however*, that the Date of Termination shall not be earlier than sixty (60) calendar days after delivery of the Notice of Termination.

(f) **Termination by the Executive for Good Reason**. The Executive may terminate this Agreement with Good Reason by delivering a Notice of Termination to the Company specifying the Date of Termination and a complete factual basis for Executive's belief that he has "Good Reason" to terminate this Agreement. "**Good Reason**" shall be deemed to exist if: (i) there is a material diminution of the Executive's duties; or (ii) the Company willfully and materially breaches this Agreement, provided that "Good Reason" shall not be deemed to have occurred unless the Executive provides written notice to the Company of the condition constituting "Good Reason" within fifteen (15) days of the initial existence of the condition, and such condition is not corrected by the Company within thirty (30) days of the date of the Company's receipt of such written notice. Executive's termination pursuant to this Subsection 5(f) shall become effective upon the lapse of such thirty (30) days. With respect to a claim that the Company has materially breached this Agreement, the notice must specify the following: (x) each and every material breach(es) by the Company, and (y) the factual basis for the Executive's claim that the Company has materially breached this Agreement including when the breach occurred, how it occurred, who was involved, what happened, and why it constitutes a breach. Notice of the material breach and/or Notice of the Date of Termination shall be provided as defined in Section 7 below.

(g) **Termination Relating to Change of Control**[1]. In the event Executive's employment is terminated on account of (i) an involuntary termination by the Company for any reason other than Cause, death, or Disability, or (ii) the Executive voluntarily terminates employment with the Company on account of a resignation for Good Reason, in either case that occurs (x) at the same time as, or within the twelve (12)-month period following, the consummation of a Change of Control or (y) within the sixty (60)-day period prior to the date of a Change of Control where the Change of Control was under consideration at the time of Executive's Termination Date.

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[1] "**Change of Control**" shall mean one of the following shall have taken place after the Effective Date:

(i) any one person, or group of owners of another corporation who, acting together through a merger, consolidation, purchase, acquisition of stock or the like (a "**Group**"), acquires ownership of shares of capital stock of the Company that, together with the shares of capital stock held by such person or Group, constitutes more than fifty percent (50%) of the total fair market value or total voting power of the shares of capital stock of the Company (or other voting securities of the Company then outstanding). However, if such person or Group is considered to own more than fifty percent (50%) of the total fair market value or total voting power of the shares of capital stock of the Company then outstanding before such transfer of shares of capital stock of the Company, the acquisition of additional shares of capital stock of the Company by the same person or Group shall not be considered to cause a Change of Control of the Company; or

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(h) **Obligations Upon Termination**.

(i) **Termination for Death**. If employment terminates pursuant to Subsection 5(a), the Company shall, promptly upon such termination, pay the estate of Executive or the person charged with legal responsibility for the Executive's estate or his person, an amount equal to twelve month (12) month's Base Salary from the date of the Notice of Termination,. Any applicable death benefits that accrued prior to the Termination Date shall continue to inure to the Executive's benefit in accordance with the applicable policy's terms and conditions. The estate of Executive or the person charged with legal responsibility for the Executive's estate or his person, as of the date of the Notice of Termination, shall have no further entitlement under this Agreement to any other Compensation (as set forth in Section 4 above), including, but not limited to. Base Salary and benefits (other than as described herein). The estate of Executive or the person charged with legal responsibility for the Executive's estate or his person also shall not be entitled to receive other severance or post-termination payments (except solely such Base Salary or other payments as may have been accrued but not yet paid prior to such termination). Any outstanding stock option or other stock awards held by Executive as of the Date of Termination shall be subject to the terms of the applicable award agreements.

(ii) **Termination for Disability**. If employment terminates pursuant to Subsection 5(b), the Company shall, promptly upon such termination, pay the Executive or the person charged with legal responsibility for the Executive, an amount equal to twelve month (12) month's Base Salary from the date of the Notice of Termination,. Any applicable disability benefits that accrued prior to the Termination Date shall continue to inure to the Executive's benefit in accordance with the applicable policy's terms and conditions. The Executive, as of the date of the Notice of Termination, shall have no further entitlement under this Agreement to any other Compensation (as set forth in Section 4 above), including, but not limited to, Base Salary and benefits (other than as described herein). The Executive also shall not be entitled to receive other severance or post-termination payments (except solely such Base Salary or other payments as may have been accrued but not yet paid prior to such termination). Any outstanding stock option or other stock awards held by Executive as of the Date of Termination shall be subject to the terms of the applicable award agreements.

(ii) any one person or Group acquires (or has acquired during the twelve (12)-month period ending on the date of the most recent acquisition by such person or persons) ownership of shares of capital stock of the Company of the Company possessing thirty percent (30%) or more of the total voting power of the shares of capital stock of the Company where such person or Group is not merely acquiring additional control of the Company; or

(iii) a majority of members of the Company's Board is replaced during any twelve (12)-month period by directors whose appointment or election is not endorsed by a majority of the members of the Company's Board prior to the date of the appointment or election (the "**Incumbent Board**"), but excluding, for purposes of determining whether a majority of the Incumbent Board has endorsed any candidate for election to the Board, any individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a person or Group other than the Company's Board; or

(iv) any one person or Group acquires (or has acquired during the twelve (12)-month period ending on the date of the most recent acquisition by such person or Group) all or substantially all of the assets from the Company that have a total gross fair market value equal to or more than forty percent (40%) of the total fair market value of all assets of the Company immediately prior to such acquisition or acquisitions. For this purpose, "gross fair market value" means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets. A transfer of assets by the Company will not result in a Change of Control if the assets are transferred to:

(1) a stockholder of the Company (immediately before the asset transfer) in exchange for or with respect to its stock;

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(2) an entity, fifty percent (50%) or more of the total value or voting power of which is owned, directly or indirectly, by the Company immediately after the transfer of assets;

(3) a person or Group that owns, directly or indirectly, fifty percent (50%) or more of the total value or voting power of all the outstanding stock of the Company; or

(4) an entity, at least fifty percent (50%) of the total value or voting power of which is owned directly or indirectly, by a person described in subparagraph (h)(i), above; or

(5) Stockholders of the Company approve a plan of complete liquidation or dissolution of the Company.

Notwithstanding the foregoing, if any payment or distribution event applicable hereunder is subject to the requirements of Section 409A(a)(2)(A) of the Code, the determination of the occurrence of a Change of Control shall be governed by applicable provisions of Section 409A(a)(2)(A) of the Code and regulations and rulings issued thereunder for purposes of determining whether such payment or distribution may then occur.

(iii) **Termination for Cause**. In the event that the employment of the Executive is terminated pursuant to Subsection 5(c), no Compensation (as set forth in Section 4 above), no severance or other post-termination payment shall be due or payable by the Company to the Executive (except solely such Base Salary or other payments as may have been accrued but not yet paid prior to such termination). Any outstanding stock option or other stock awards held by Executive as of the Date of Termination shall be subject to the terms of the applicable award agreements.

(iv) **Termination by the Company Without Cause or by Executive for Good Reason**. In the event that the Company terminates this Agreement pursuant to Subsection 5(d) or that the Executive terminates this Agreement pursuant to Subsection 5(f), the Company shall, notwithstanding such termination, in consideration for all of the undertakings and covenants of the Executive contained herein, continue to pay to the Executive the Base Salary in effect as of the Date of Termination for a period of twelve (12) months from the Date of Termination, provided that such termination constitutes a separation from service within the meaning of Section 409A of the Internal Revenue Code of 1986 (the "**Code**").

(v) **Termination Relating to Change of Control**. In the event that Company terminates this Agreement pursuant to Subsection 5(g), the Company shall, promptly upon such termination, pay the Executive, an amount equal to twelve (12) month's Base Salary from the date of the Notice of Termination.

Release Required for Severance Payments. No post-employment payments (exclusive of any stock option or other stock award) by the Company relating to termination of employment under the provisions of Section 5(g) shall commence until Executive executes and delivers a mutually agreeable release reflecting the provisions of this Agreement and waiving any and all claims against the Company other than the obligations set forth in such release or in a final severance agreement and any applicable revocation period with respect to such release has expired.

(i) With respect to any payment of Base Salary and Bonus that would otherwise be due prior to March 15 of the year following the year in which the Date of Termination occurs, such payment shall be forfeited if such release is not delivered by March 15 of the year following the year in which the Date of Termination occurs. With respect to any payment of Base Salary that would otherwise be due on or after March 15 of the year following the year in which the Date of Termination occurs, such payment shall be forfeited if such release is not delivered within ninety (90) days after the date on which such payment is due.

(j) **Compliance with Section 409A**. The Parties to this Agreement intend that this Agreement complies with Section 409A of the Code, where applicable, and this Agreement shall be interpreted in a manner consistent with that intention. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination qualifies as a "separation from service" within the meaning of Section 409A of the Code and, for purposes of any such provision of this Agreement, references to a "termination," "termination

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of employment" or like terms shall mean "separation from service." Notwithstanding any other provisions of this Agreement to the contrary, and solely to the extent necessary for compliance with Section 409A of the Code and not otherwise eligible for exclusion from the requirements of Section 409A, if, as of the date of the Executive's separation from service from the Company, (i) the Executive is deemed to be a "specified employee" (within the meaning of Section 409A of the Code and the applicable regulations), and (ii) the Company or any member of a controlled group including the Company is publicly traded on an established securities market or otherwise, no payment or other distribution required to be made to the Executive hereunder (including any payment of cash, any transfer of property and any provision of taxable benefits) solely as a result of the Executive's separation from service shall be made earlier than the first day of the seventh month following the date on which the Executive separates from service with the Company. Each payment of Base Salary pursuant to Subsection 5(g)(iii) shall be considered a separate payment for purposes of Section 409A of the Code.

(k) **Notice of Termination**. A "**Notice of Termination**" to effectuate a termination under Section 5 shall be made in accordance with the Notice provision defined in Section 7. For purposes of this Agreement, a Notice of Termination shall mean a notice, in writing, which shall indicate the specific termination provision of this Agreement relied upon as the basis for the Termination and the Date of Termination. The Date of Termination shall not be earlier than the date such Notice of Termination is delivered (as defined above); *provided*, *however*, that the Company, at its option, may elect to have the Executive not report to work after the date of the written notice.

(l) **Date of Termination**. "**Date of Termination**" means the date on which this Agreement shall terminate in accordance with the provisions of this Section 5.

6. **Restrictive Covenants**.

(a) **Non-Disclosure of Confidential Information**.

(i) During and after employment under this Agreement, the Executive shall not, directly or indirectly, without the prior written consent of the Board, or a person duly authorized thereby, other than a person to whom disclosure is reasonably necessary or appropriate in connection with the performance by Executive of the duties of Executive as an employee of the Company, disclose or use for the benefit of himself or any other person, corporation, partnership, joint venture, association, or other business organization, any of the trade secrets or Confidential Information of the Company. If Executive is legally required to disclose any Confidential Information or trade secrets, Executive will notify the Company prior to doing so by providing the Company with written notice ten (10) business days in advance of the intended or compelled disclosure. (If disclosure is required sooner than ten (10) days, Executive must provide the Company with Notice immediately upon learning that disclosure is sought and *before* disclosure is required or compelled.) Notice shall be provided as defined in Section 7 below.

(ii) **Notice of Immunity under the Economic Espionage Act of 1996, as amended by the Defend Trade Secrets Act of 2016 ("DTSA")**. Notwithstanding any other provision of this Agreement, Executive shall not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that: (A) is made (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (2) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Notwithstanding any other provision of this Agreement, if Executive files a lawsuit for retaliation by Cycurion for reporting a suspected violation of law, Executive may disclose the Cycurion's trade secrets to Executive's attorney and use the trade secret information in the court proceeding if Executive: (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

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(b) **Need for Restrictions**. Executive acknowledges and agrees that each of the restrictive covenants contained in this Section 6 is reasonable and necessary to protect the legitimate business interests of the Company, including, without limitation, the need to protect the Company's trade secrets and Confidential Information and the need to protect its relationships with its customers, prospective customers, vendors and agents.

(c) **Proprietary Rights**.

(i) Ownership. The Company shall own all right, title and interest in and to all documentation, manuals, materials, creative works, methods, techniques, compositions, ideas, recipes, creations, improvements, inventions, computer programs and data, system documentation, special hardware, product hardware, related software development, correspondence, letters, notes, notebooks, reports, flowcharts, proposals, know-how and other information, in any medium whatsoever (including, without limitation, any Confidential Information, trade secrets and all software, software code, processes, copyrights, patents, technologies and inventions (collectively, "**Inventions**"), including, without limitation, new contributions, improvements, ideas and discoveries, whether patentable or not, conceived, developed, invented or made by Executive during his employment by the Company (including his employment with the Company prior to the date hereof), provided that such Inventions grew out of Executive's work with the Company, are related in any manner to the Business, as such term is defined in the Recitals, or are conceived or made on the Company's time or with the use of the Company's facilities or materials). Executive acknowledges and agrees that any of his work product created, produced, or conceived in connection with his association with the Company shall be deemed work for hire and shall be deemed owned exclusively by the Company.

(ii) **Executive's Obligations**. Executive shall (i) promptly disclose such Inventions to the Company; (ii) assign to the Company, without additional compensation, all patent and other rights to such Inventions for the United States and foreign countries; (iii) execute and deliver all documents required by the Company to document or perfect the Company's proprietary rights in and to the Company's work product; and (iv) give testimony in support of his inventorship. Executive shall deliver all Confidential Information, trade secrets and/or Inventions to the Company upon the Company's request, and, in any event, immediately upon termination of Executive's employment by the Company.

(iii) **Executive's Restrictions**. Executive acknowledges that the Confidential Information, trade secrets and/or Inventions constitute valuable trade secrets of the Company. Executive shall not infringe or violate any trade secret or other proprietary right of the Company related to the Confidential Information, trade secrets and/or Inventions, and shall not own, apply for, or otherwise attempt to obtain, on behalf of Executive or others, any proprietary right in any Confidential Information, trade secrets and/or Inventions, which the Company owns or has a right to own, in which the Company has an interest and/or to which the Company has title.

(d) **Breach of Restrictive Covenants**. In the event of a breach or threatened breach by Executive of any restrictive covenant set forth in Section 6, Executive agrees that such a breach or threatened breach would cause irreparable injury to the Company, and that, if the Company shall bring legal proceedings against Executive to enforce any restrictive covenant, the Company shall be entitled to seek all available civil remedies, at law or in equity, including, without limitation, an injunction without posting a bond, damages, attorneys' fees, and costs.

(e) **Successors and Assigns**. The Company and its successors and assigns may enforce these restrictive covenants.

(f) **Construction, Survival**. To the extent that the covenants provided for in this Section 6 may later be deemed by a court to be too broad to be enforced with respect to its duration or with respect to any particular activity or geographic area, the court making such determination shall have the power to reduce the duration or scope of the provision, and to add or delete specific words or phrases to or from the provision. The provision as modified shall then be enforced. If Executive violates any of the restrictions contained in this Section 6, the restrictive period shall be tolled during the time that Executive is in violation. All the provisions of this Section 6 shall survive the term of this Agreement and Executive's employment with the Company.

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7. **Notices**. For the purpose of this Agreement, notices and all other communications to either Party hereunder provided for in this Agreement shall be in writing and shall be deemed to have been duly given when: (a) delivered in person, mailed by certified mail, return receipt requested or recognized overnight delivery service *and* (b) transmitted via electronic mail.

If to the Company:	Cycurion, Inc. 1749 Old Meadow Road Suite 500 McLean, Virginia 22102 Attention: Emmit McHenry E-mail: emmit.mchenry@cycurion.com
With a mandatory copy (which shall not constitute notice) to:	Greenberg Traurig, P.A. 333 S.E. 2nd Avenue Miami, FL 33131 Attention: John Owens E-mail: owensjohn@gtlaw.com
If to Executive:	Alvin McCoy III 10503 Tulip Lane Potomac, MD 20854 E-mail: alvin@quantumprts.com

or to such other address as either party shall designate by giving written notice of such change to the other party.

8. **Return of the Company's Property**. All of the Company's products or services, customer correspondence, internal memoranda, designs, sales brochures, training manuals, project files, price lists, customer and vendor lists, prospectuses, reports, customer or vendor information, sales literature, territory printouts, call books, notebooks, textbooks e-mails and Internet access, and all other like information or products, including all copies, duplications, replications and derivatives of such information or products, acquired by Executive while in the employ of the Company, whether prepared by Executive or coming into Executive's possession, shall be the exclusive property of the Company and shall be returned immediately to the Company upon the expiration or termination of this Agreement for any reason or upon request by the Chief Executive Officer of the Company or the Board. Executive also shall return immediately return any Company issued property including, but not limited to, laptops, computers, thumb drives, removable media devices, flash drives, smartphones, cellular phones, iPads® and other devices upon the expiration or termination of this Agreement for any reason or upon request by the Chief Executive Officer of the Company or the Board. Executive's obligations under this Section 8 shall exist whether or not any of these items or materials contain Confidential Information or trade secrets. The Parties hereto shall comply with all applicable laws and regulations regarding retention of and access to this Agreement and all books, documents, and records in connection therewith. Executive shall provide the Company with a signed certificate evidencing that all such property has been returned, and that no such property or Confidential Information or trade secret has been retained by Executive in any form. If the Company has a good faith basis for suspecting that Executive has retained documents, property or information in violation of this provision, if requested, Executive is obligated to provide the Company and/or its agent with access to Executive's laptop(s), external drive(s), computer(s), flash drive(s) and/or removable media to ensure all property of the Company or its subsidiaries and affiliates has been returned, and Executive is not retaining copies of the documents or property without the Company permission.

9. **Prior Agreements**.

(a) Executive represents to the Company (i) that there are no restrictions, agreements, or understandings whatsoever to which Executive is a party which would prevent or make unlawful Executive's execution of this Agreement

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or employment hereunder, (ii) that Executive's execution of this Agreement and employment hereunder shall not constitute a breach of any contract, agreement or understanding, oral or written, to which Executive is a party or by which Executive is bound, and (iii) that Executive is free and able to execute this Agreement and to enter into employment by the Company. Executive further represents and agrees that he will not bring with him, disclose, or otherwise use any confidential, proprietary or trade secret information acquired from any prior employer, whether that information was created by Executive or others. A written or oral notice or complaint that Executive breached this provision or violated a restrictive covenant or an agreement not to disclose Confidential Information shall subject Executive, at the Company's sole discretion, to immediate termination with Cause. Executive also agrees to fully indemnify the Company for any and all damages, costs and/or attorney's fees incurred by the Company that arise from any claims that were related to Executive's alleged or actual breach of a restrictive covenant or an agreement not to disclose Confidential Information.

(b) The Parties mutually acknowledge and agree that any prior offer letters and/or employment agreements between and among the Company or any affiliate or subsidiary and Executive, are declared null and void with no legal effect, and Executive will take nothing from any such prior agreements, including any right to any severance or termination benefits. Executive hereby agrees that, with the exception of any restrictive covenants, which are incorporated into this Agreement and which Executive hereby reaffirms, any prior employment agreements between the Company or any affiliate or subsidiary and Executive shall have no legal effect whatsoever as of the date this Agreement is executed by the Parties.

10. **Specific Performance**. It is agreed that the rights granted to the Parties hereunder are of a special and unique kind and character and that, if there is a breach by any Party of any material provision of this Agreement, the other Party would not have any adequate remedy at law. It is expressly agreed, therefore, that the rights of the Parties hereunder may be enforced by an action for specific performance and other equitable relief without the Parties posting a bond, or, if a bond is required, the Parties agree that the lowest bond permitted shall be adequate.

11. **Further Assurances**. Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the Parties hereto.

12. **Right to Review and Seek Counsel**. Executive acknowledges that he/she has had the opportunity to seek independent counsel and tax advice in connection with the execution of this Agreement, and Executive represents and warrants to the Company (a) that he/she has sought such independent counsel and advice as he/she has deemed appropriate in connection with the execution hereof and the transactions contemplated hereby, and (b) that he/she has not relied on any representation of the Company as to tax matters, or as to the consequences of the execution hereof.

13. **Waiver/Amendments**. The waiver by the Company of a breach or threatened breach of this Agreement by Executive shall not be construed as a waiver of any subsequent breach by Executive. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification or discharge is approved by the Board and agreed to in writing signed by Executive and such officer as may be specifically authorized by the Board.

14. **Entire Agreement**. This Agreement contains the entire understanding of the Parties and no agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party, which are not set forth expressly in this Agreement. This Agreement supersedes all negotiations, preliminary agreements, and all prior and contemporaneous discussions and understandings of the Parties and/or their affiliates. Executive acknowledges that he/she has not relied on any prior or contemporaneous discussions or understandings in entering into this Agreement.

15. **Neutral Construction**. No Party may rely on any drafts of this Agreement in any interpretation of this Agreement. Each Party to this Agreement has reviewed this Agreement and has participated in its drafting and, accordingly, no Party shall attempt to invoke the normal rule of construction to the effect that ambiguities are to be resolved against the drafting Party in any interpretation of this Agreement.

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16. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the Virginia without regard to conflicts of law.

17. **Consent to Personal Jurisdiction and Venue; Waiver of Service of Process**. Executive hereby consents to personal jurisdiction and exclusive venue in the United States District Court for the Eastern District of Virginia, if such Court can exercise jurisdiction over the matter for any action brought by the Company or Executive arising out of or in connection with this Agreement or Executive's employment with the Company. In the event the foregoing Court lacks jurisdiction, Executive consents to personal jurisdiction and exclusive venue in the courts in Fairfax County, Virginia. For purposes of this Section 17, the term "**Executive**" includes any business entity owned or controlled by Executive. Each Party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such Notices (under Section 7) to him/her/it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

18. **Headings and Captions**. The titles and captions of paragraphs, sections, subparagraphs, and subsections contained in this Agreement are provided for convenience of reference only, and shall not be considered terms or conditions of this Agreement.

19. **Validity**. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

20. **Survival**. The provisions of this Agreement shall not survive the termination of Executive's employment hereunder, except that the provisions of (i) Section 5 hereto relating to post-termination payment obligations; (ii) Section 6 hereto relating to the restrictive covenants; (iii) Section 8 hereto relating to return of the Company's property; and (iv) Section 17 relating to jurisdiction, venue and waiver of personal service shall remain binding upon the Parties.

21. **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns, and Executive agrees that this Agreement may be assigned by the Company without Executive's consent. This Agreement is not assignable by Executive.

22. **Counterparts**. This Agreement may be executed in one or more separate counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall, together, constitute and shall be one and the same instrument. This Agreement, and the counterparts thereto, may be executed by the Parties using their respective signatures transmitted via facsimile machines or via electronic mail.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on January 1, 2025.

CYCURION, INC.	**CYCURION, INC.**
By: /s/ L. Kevin Kelly	By: /s/ Alvin McCoy III
Name: L. Kevin Kelly	Name: Alvin McCoy III
Title: Chairman and CEO	Title: EVP of Finance and CFO

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Exhibit 10.17

INDIVIDUAL CONTRIBUTION AND EXCHANGE AGREEMENT

This INDIVIDUAL CONTRIBUTION AND EXCHANGE AGREEMENT (this "**Agreement**") is made as of February 5, 2025, by and among Western Acquisition Ventures Corp., a Delaware corporation ("**Old Western**"), and the undersigned stakeholder of Cycurion, Inc., a Delaware corporation ("**Old Cycurion**"), who is a signatory hereto (the "**Stakeholder**". Old Western and the Stakeholder are collectively referred to herein as the "**Parties**."

WHEREAS, Old Western, Western Acquisition Merger Inc., a Delaware corporation and a wholly-owned subsidiary of Old Western ("**Merger Sub**"), and Old Cycurion are parties to that certain Second Amended and Restated Agreement and Plan of Merger, dated as of the Closing (as that term is defined in the Business Combination Agreement) (as it may be further amended and/or restated from time to time, the "**Business Combination Agreement**"), pursuant to which Merger Sub will merge with and into Old Cycurion with Old Cycurion surviving the merger as a wholly-owned subsidiary of Old Western, which will then be renamed "Cycurion, Inc." (the transactions contemplated by the Business Combination Agreement and such renaming, the "**Business Combination**");

WHEREAS, the Stakeholder owns certain equity, debt, warrants, options, and/or restricted stock units of Old Cycurion (collectively, the "**Old Cycurion Interests**"), the Old Cycurion Interest as set forth on Exhibit A;

WHEREAS, the Stakeholder desires to contribute to Old Western, and Old Western desires to accept from the Stakeholder, all right, title, and interest in and to the Old Cycurion Interests held by the Stakeholder, and, in connection therewith, Old Western desires to issue to the Stakeholder, and the Stakeholder desires to accept from Old Western, certain debt and equity interests and warrants of Old Western, as applicable (the "**New Western Interests**"), of the type and in the amounts set forth on Exhibit A (all of which transactions being referenced as the "**Exchange**") as and at the Closing.

NOW, THEREFORE, in consideration of these presents and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Authorization of the New Western Interests and Exchange of the Old Cycurion Interests therefor.

(a) Authorization of the New Western Interests. Old Western shall authorize the issuance or grant, as applicable, of the New Western Interests to the Stakeholder, which New Western Interests shall have, as applicable, (i) (A) the attributes of shares of common stock or (B) the rights, privileges, and preferences of the indicated series of preferred stock, each as set forth in Old Western's (or New Cycurion's) governing documents that are operative from and after the Closing (the "**New Governing Documents**") or (ii) the attributes and rights of warrants, options, or restricted stock units, each as set forth in the relevant grant documents or plan documents under which the same shall be governed.

(b) The Exchange. At the Closing, the Parties shall consummate the Exchange, pursuant to which the Stakeholder shall contribute to Old Western all of the Stakeholder's right, title, and interest in and to the Old Cycurion Interests, free and clear of any and all liens, restrictions, and encumbrances, other than those imposed by or arising out of state or federal securities laws, and Old Western shall issue or grant, as applicable, to the Stakeholder the New Western Interests, free and clear of any and all liens, restrictions, and encumbrances, other than those contractually imposed, *e.g.*, leak-out agreements or lock-up agreements, or otherwise imposed by or arising out of state or federal securities laws.

(c) The Closing. The consummation of the transactions contemplated by this Agreement shall be deemed to take place concurrently with the Closing. As of the Closing, Old Western (or New Cycurion) shall record the issuance or grant of the New Western Interests to the Stakeholder in its books and records without the requirement of any further action by Old Cycurion or the Stakeholder.

2. Representations, Warranties, and Covenants of Old Western. Old Western represents, warrants, and covenants to the Stakeholder as follows:

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(a) Authority. Old Western is a corporation duly organized and validly existing and in good standing under the laws of the State of Delaware. Old Western has the requisite power and authority to execute and deliver this Agreement, and to perform each of its obligations hereunder.

(b) Authorization; Execution and Delivery; Enforceability. Old Western has taken all action necessary to authorize the execution and delivery by Old Western of this Agreement and, as of the Closing, to perform each of its obligations hereunder. This Agreement has been duly executed and delivered by Old Western and constitutes a valid and binding obligation of Old Western, enforceable against Old Western in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium, and similar laws affecting creditors' rights generally and to general principles of equity. The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby will not, with or without the giving of notice or the lapse of time or both, (a) violate any provision of law, statute, rule or regulation to which Old Western is subject, (b) violate any order, judgment, or decree applicable to Old Western, or (c) conflict with or result in a breach or default under any term or condition of its constating documents in effect as of the date hereof or the applicable Governing Documents in effect from and after the Closing or of any other agreement or other instrument to which Old Western is or may become a party or by which it is or may become bound. No consent, approval, order, or authorization of, or registration, qualification, designation, declaration, or filing with, any federal, state, or local governmental authority on the part of Old Western is required in connection with the consummation of the transactions contemplated by this Agreement, except for such filings required pursuant to applicable federal and state securities laws and the filing by Old Western (or New Cycurion) of the Governing Documents with the Secretary of State of the State of Delaware.

3. Representations, Warranties, and Covenants of the Stakeholder. The Stakeholder represents, warrants, and covenants to Old Western as follows:

(a) Authority. The Stakeholder, if an entity, is an entity duly organized and validly existing and in good standing under the laws of its state of domicile. The Stakeholder has the requisite entity or individual power and authority and full legal capacity to execute, deliver, and consummate the transactions contemplated by, and to perform each of the Stakeholder's obligations hereunder.

(b) Enforceability. The Stakeholder, if an entity, has taken all action necessary to authorize the execution and delivery by the Stakeholder of this Agreement and, as of the Closing, to perform each of its obligations hereunder. This Agreement has been duly and validly executed and delivered by the Stakeholder and constitutes a valid and binding obligation of the Stakeholder, enforceable against the Stakeholder in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium, and similar laws affecting creditors' rights generally and to general principles of equity. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not with or without the giving of notice or the lapse of time or both (a) violate any provision of law, statute, rule or regulation to which the Stakeholder is subject, (b) violate any order, judgment or decree applicable to the Stakeholder, or (c) conflict with or result in a breach or default under any term or condition of its constating documents, if relevant, or of any other agreement or other instrument to which the Stakeholder is or may become a party or by which the Stakeholder is or may become bound.

4. Investment Representations and Warranties. Each Stakeholder, severally but not jointly, represents and warrants to Old Western as follows:

(a) The Stakeholder agrees that the New Western Interests will be subject to the terms and conditions of the Governing Documents and acknowledges and agrees that it has been provided with copies of, and is familiar with the terms and conditions, of the Governing Documents and, if applicable, copies of the warrants, options, or restricted stock units and the relevant grant documents or plan documents under which the same shall be governed.

(b) The Stakeholder holds of record and has good and valid title to all of the Old Cycurion Interests, free and clear of any and all liens, restrictions, and encumbrances other than those imposed by or arising out of state or federal securities laws.

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(c) By execution and delivery of this Agreement, the Stakeholder acknowledges that Old Western and its affiliates are relying upon the accuracy and completeness of the representations, warranties, and covenants contained herein in complying with its obligations under the Business Combination Agreement and applicable federal and state securities laws.

5. Binding Effect. This Agreement will be binding upon and will inure to the benefit of the Parties and their successors and permitted assigns.

6. Third-Party Beneficiaries. No provision of this Agreement shall be deemed to create any third-party beneficiary rights in any person other than an affiliate of a Party.

7. Governing Law. All issues and questions concerning the construction, validity, interpretation, and enforceability of this Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

8. Jurisdiction and Venue. Each Party agrees that any controversy arising under or in relation to this Agreement shall be litigated exclusively in the State of Delaware. The state and federal courts and authorities sitting in the City of Dover, Kent County, Delaware shall have exclusive jurisdiction over all controversies that shall arise under or in relation to this Agreement and the transactions contemplated hereby. Each Party irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence, or otherwise.

9. Counterparts. This Agreement may be executed in counterparts (including by means of facsimile or other similar methods of electronic transmission), each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement.

10. Entire Agreement. This Agreement embodies the complete agreement and understanding among the Parties with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements, or representations by or among the Parties, written or oral, that may have related to the subject matter hereof in any way.

11. Amendment. This Agreement may not be altered, modified, or amended except by a written instrument signed by each of the Parties to be bound thereby.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this INDIVIDUAL CONTRIBUTION AND EXCHANGE AGREEMENT as of the date first written above.

OLD WESTERN WESTERN ACQUISITION VENTURES CORP. BY: _____ JAMES P. MCCORMICK CHIEF FINANCIAL OFFICER		

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[Stakeholder's signature is on the following page]

STAKEHOLDER [ENTITY] BY: _____ [NAME] [TITLE]		

Exhibit A

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Exhibit 10.22

Cycurion, Inc.

Code of Ethics and Business Conduct

(February 2025)

1. Introduction.

1.1. The Board of Directors (the "**Board**") of Cycurion, Inc., a Delaware corporation (the "**Company**"), has adopted this Code of Ethics and Business Conduct (the "**Code**") in order to:

(a) promote honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest;

(b) promote full, fair, accurate, timely and understandable disclosure in reports and documents that the Company files with, or submits to, the U.S. Securities and Exchange Commission (the "**SEC**") and in other public communications made by the Company;

(c) promote compliance with applicable governmental laws, rules and regulations;

(d) promote the protection of Company assets, including corporate opportunities and confidential information;

(e) promote fair dealing practices;

(f) deter wrongdoing; and

(g) ensure accountability for adherence to the Code.

1.2. All directors, officers and employees are required to be familiar with the Code, comply with its provisions and report any suspected violations as described below in Section 10, Reporting and Enforcement.

2. Honest and Ethical Conduct.

2.1. The Company's policy is to promote high standards of integrity by conducting its affairs honestly and ethically.

2.2. Each director, officer and employee must act with integrity and observe the highest ethical standards of business conduct in his or her dealings with the Company's customers, suppliers, partners, service providers, competitors, employees and anyone else with whom he or she has contact in the course of performing his or her job.

3. Conflicts of Interest.

3.1. A conflict of interest occurs when an individual's private interest (or the interest of a member of his or her family) interferes, or even appears to interfere, with the interests of the Company as a whole. A conflict of interest can arise when an employee, officer or director (or a member of his or her family) takes actions or has interests that may make it difficult to perform his or her work for the Company objectively and effectively. Conflicts of interest also arise when an employee, officer or director (or a member of his or her family) receives improper personal benefits as a result of his or her position in the Company.

3.2. Loans by the Company to, or guarantees by the Company of obligations of, employees or their family members are of special concern and could constitute improper personal benefits to the recipients of such loans or guarantees, depending on the facts and circumstances. Loans by the Company to, or guarantees by the Company of obligations of, any director or executive officer or their family members are expressly prohibited.

3.3. Whether or not a conflict of interest exists or will exist can be unclear. Conflicts of interest should be avoided unless specifically authorized as described in Section 3.4.

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3.4. Persons other than directors and executive officers who have questions about a potential conflict of interest or who become aware of an actual or potential conflict should discuss the matter with and seek a determination and prior authorization or approval from, their supervisor or the Chief Financial Officer. A supervisor may not authorize or approve conflict of interest matters or make determinations as to whether a problematic conflict of interest exists without first providing the Chief Financial Officer with a written description of the activity and seeking the Chief Financial Officer's written approval. If the supervisor is himself involved in the potential or actual conflict, the matter should instead be discussed directly with the Chief Financial Officer.

3.5. Directors and executive officers must seek determinations and prior authorizations or approvals of potential conflicts of interest exclusively from the Audit Committee.

4. Compliance.

4.1. Employees, officers and directors should comply, both in letter and spirit, with all applicable laws, rules and regulations in the cities, states and countries in which the Company operates.

4.2. Although not all employees, officers and directors are expected to know the details of all applicable laws, rules and regulations, it is important to know enough to determine when to seek advice from appropriate personnel. Questions about compliance should be addressed to the Legal Department.

4.3. No director, officer or employee may purchase or sell any Company securities while in possession of material nonpublic information regarding the Company, nor may any director, officer or employee purchase or sell another company's securities while in possession of material nonpublic information regarding that company. It is against Company policies and illegal for any director, officer or employee to use material nonpublic information regarding the Company or any other company to:

(a) obtain profit for himself or herself; or

(b) directly or indirectly "tip" others who might make an investment decision on the basis of that information.

5. Disclosure.

5.1. The Company's periodic reports and other documents filed with the SEC, including all financial statements and other financial information, must comply with applicable federal securities laws and SEC rules.

5.2. Each director, officer and employee who contributes in any way to the preparation or verification of the Company's financial statements and other financial information must ensure that the Company's books, records and accounts are accurately maintained. Each director, officer and employee must cooperate fully with the Company's accounting and internal audit departments, as well as, with the Company's independent public accountants and counsel.

5.3. Each director, officer and employee who is involved in the Company's disclosure process must:

(a) be familiar with and comply with the Company's disclosure controls and procedures and its internal control over financial reporting; and

(b) take all necessary steps to ensure that all filings with the SEC and all other public communications about the financial and business condition of the Company provide full, fair, accurate, timely and understandable disclosure.

6. Protection and Proper Use of Company Assets.

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6.1. All directors, officers and employees should protect the Company's assets and ensure their efficient use. Theft, carelessness and waste have a direct impact on the Company's profitability and are prohibited.

6.2. All Company assets should be used only for legitimate business purposes. Any suspected incident of fraud or theft should be reported for investigation immediately.

6.3. The obligation to protect Company assets includes the Company's proprietary information. Proprietary information includes intellectual property such as trade secrets, patents, trademarks, and copyrights, as well as business and marketing plans, engineering and manufacturing ideas, designs, databases, records and any nonpublic financial data or reports. Unauthorized use or distribution of this information is prohibited and could also be illegal and result in civil or criminal penalties.

7. Corporate Opportunities. All directors, officers and employees owe a duty to the Company to advance its interests when the opportunity arises. Directors, officers and employees are prohibited from taking for themselves personally (or for the benefit of friends or family members) opportunities that are discovered through the use of Company assets, property, information or position. Directors, officers and employees may not use Company assets, property, information or position for personal gain (including the gain of friends or family members). In addition, no director, officer or employee may compete with the Company.

8. Confidentiality. Directors, officers and employees should maintain the confidentiality of information entrusted to them by the Company or by its customers, suppliers or partners, except when disclosure is expressly authorized or is required or permitted by law. Confidential information includes all nonpublic information (regardless of its source) that might be of use to the Company's competitors or harmful to the Company or its customers, suppliers or partners if disclosed.

9. Fair Dealing. Each director, officer and employee must deal fairly with the Company's customers, suppliers, partners, service providers, competitors, employees and anyone else with whom he or she has contact in the course of performing his or her job. No director, officer or employee may take unfair advantage of anyone through manipulation, concealment, abuse or privileged information, misrepresentation of facts or any other unfair dealing practice.

10. Reporting and Enforcement.

10.1. Reporting and Investigation of Violations.

(a) Actions prohibited by this Code involving directors or executive officers must be reported to the Audit Committee.

(b) Actions prohibited by this Code involving anyone other than a director or executive officer must be reported to the reporting person's supervisor or the Chief Financial Officer.

(c) After receiving a report of an alleged prohibited action, the Audit Committee, the relevant supervisor or the Chief Financial Officer must promptly take all appropriate actions necessary to investigate.

(d) All directors, officers and employees are expected to cooperate in any internal investigation of misconduct.

10.2. Enforcement.

(a) The Company must ensure prompt and consistent action against violations of this Code.

(b) If, after investigating a report of an alleged prohibited action by a director or executive officer, the Audit Committee determines that a violation of this Code has occurred, the Audit Committee will report such determination to the Board.

(c) If, after investigating a report of an alleged prohibited action by any other person, the relevant supervisor or the Chief Financial Officer determines that a violation of this Code has occurred, the supervisor or the Chief Financial Officer will report such determination to the Board.

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(d) Upon receipt of a determination that there has been a violation of this Code, the Board will take such preventative or disciplinary action as it deems appropriate, including, but not limited to, reassignment, demotion, dismissal and, in the event of criminal conduct or other serious violations of the law, notification of appropriate governmental authorities.

10.3. Waivers.

(a) The Board may, in its discretion, waive any violation of this Code.

(b) Any waiver for a director or an executive officer shall be disclosed as required by SEC and Nasdaq rules.

10.4. Prohibition on Retaliation.

The Company does not tolerate acts of retaliation against any director, officer or employee who makes a good faith report of known or suspected acts of misconduct or other violations of this Code.

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Exhibit 10.23

CYCURION, INC.

Corporate Governance Guidelines

Introduction

These Corporate Governance Guidelines (the "Guidelines") are designed to assist the Board of Directors (the "Board") of **CYCURION, INC.** (the "Company") in the exercise of its responsibilities, promote the effective functioning of the Board and its committees and to ensure that the Company operates in a manner that is consistent with the highest standards of corporate governance. Together with the charters of the Board's committees, these Guidelines provide the framework for the Company's corporate governance.

Purpose and Responsibilities of the Board

The Board's primary responsibility is to oversee the Company's management, its business and to act in the best interests of the stockholders. The day-to-day affairs of the Company are managed by officers of the Company. Employees of certain subsidiaries of the Company also serve as Company officers or provide assistance to the Company and its subsidiaries pursuant to various agreements.

Both the Board and management recognize the importance of ensuring that the Company conducts its business sustainably and in full compliance with all applicable regulations and responsibly addresses the concerns of the stockholders, and interested parties such as employees, customers, government agencies and the public.

The Board has the authority to make decisions on behalf of the Company, including:

- Reviewing and approving the Company's strategic plans and major corporate actions;
- reviewing, approving and monitoring fundamental financial and business strategies, performance and integrity;
- Ensuring compliance with legal and regulatory requirements;
- Protecting the Company's assets and reputation;
- Reviewing and approving U.S Securities and Exchange Commission ("SEC") filings of the Company;
- Reviewing and addressing specific material matters that the Board believes may involve conflicts of interest;
- Evaluating and overseeing compliance with the Company's corporate governance policies and practices;
- Evaluating and overseeing the Company's social responsibilities and ensuring its commitment to sustainability.

Board Composition

A majority of the Board members shall be independent directors as defined by the Nasdaq Stock Market LLC ("Nasdaq") rules and other applicable regulations. Directors who do not meet the independence standards also make valuable contributions to the Board and the Company by reason of their abilities and experience.

The Board shall strive to maintain a diverse composition that reflects a variety of perspectives, experiences, and backgrounds.

Size and Structure of the Board

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The Board, in consultation with the Nominating and Governance Committee, shall propose for each annual stockholder meeting nominees for election to the Board. The Company's directors are elected at the annual meeting of stockholders to serve until the next annual meeting.

Committees

The Board shall establish the following committees, each with a written charter:

- **Audit Committee**: Responsible for overseeing financial reporting, internal controls, and the independent auditor.
- **Compensation Committee**: Responsible for setting compensation for executives and overseeing the Company's compensation policies.
- **Nominating and Governance Committee**: Responsible for identifying and recommending candidates for Board membership and overseeing corporate governance practices.

Meetings

The Board shall hold at least four regularly scheduled meetings a year. At least one (1) scheduled meeting shall be in-person at the Company's principal executive offices or at any other appropriate place and time convenient for the directors to attend. The rest of the meetings can be held by means of remote communication to the extent permitted by applicable law, or in any other manner in which the Board is permitted to meet under law or the Amended and Restated Bylaws of the Company. At these meetings, the Board shall review and discusses, among other things:

- management reports on the Company's performance and its performance on its sustainability and diversity efforts;
- the Company's plans, objectives and prospects;
- immediate issues facing the Company; and
- any other items the Board deems appropriate.

The Board may also call special meetings to act on important matters as needed.

The Board is responsible for its agenda. Prior to each Board or committee meeting, the Chair of the Board or committee Chair, in consultation with management, other directors or appropriate advisors, shall discuss specific agenda items for the meeting. The Chair of the Board or committee Chair determines the nature and extent of information that will be provided regularly to the directors before each scheduled Board or committee meeting.

Directors are expected to review in advance all meeting materials and to attend all scheduled Board meetings. Directors are encouraged to suggest agenda items or additional pre-meeting materials to the Chair of the Board or appropriate committee Chair. The Board shall maintain minutes of its meetings and records relating to those meetings and the Board's activities.

Evaluation and Succession Planning

The Board shall conduct an annual self-evaluation to assess its performance and effectiveness.

The Nominating and Governance Committee shall periodically review the composition and skills of the Board and recommend changes as necessary.

The Board shall ensure that there is a succession plan in place for the Chief Executive Officer and other key executives.

Board and Committee Self-Evaluations

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The Board and each of the committees shall perform annual self-evaluations, as indicated in the Board committee charters. As part of these evaluations, the directors shall provide their assessments of the effectiveness of the Board and any committees on which they serve.

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Exhibit 19.1

CYCURION, INC.
INSIDER TRADING POLICY

I. Purpose

Anyone who has knowledge of material nonpublic information may be considered an "Insider" for purposes of the federal securities laws prohibiting insider trading. As a result, it is a violation of the policy of Cycurion, Inc. (the "Company") and the federal securities laws for any officer, director, or employee of the Company to (a) trade in securities of the Company while aware of "material nonpublic information" concerning the Company or (b) communicate, "tip", or disclose material nonpublic information to outsiders so that they may trade in securities of the Company based on that information. To prevent even the appearance of improper insider trading or tipping, the Company has adopted this Insider Trading Policy (the "Policy") for all of its directors, officers and employees and their family members, as well as for others who have access to information through business relationships with the Company.

The consequences of prohibited insider trading or tipping can be severe. Violation of this Policy by any officer or employee may result in disciplinary action by the Company up to and including immediate termination for cause. Moreover, persons violating insider trading or tipping rules may be required to:

- Disgorge the profit made or the loss avoided by the trading, whether received by the insider or someone receiving a tip;
- Pay significant civil penalties; and
- Pay a criminal penalty and serve time in jail.

In addition to individual sanctions, the Company may also be required to pay civil or criminal penalties.

II. Scope

A. Covered Persons

This Policy covers all directors, officers, and employees of the Company and their respective family members and any outsiders whom the Insider Trading Compliance Officer (defined below) may designate as Insiders because they have access to material nonpublic information concerning the Company (Insiders).

B. Covered Transactions

The Policy applies to any and all transactions in the Company's securities. For purposes of the Policy, the Company's securities include its common stock, options to purchase or sell common stock and any other type of securities that the Company may issue, such as preferred stock, convertible debentures, warrants and exchange-traded options or other derivative securities and short sales (collectively, "Company Securities"). Transactions in Company Securities include not only market transactions, but also private sales of Company Securities, pledges of Company Securities to secure a loan or margin account, as well as charitable donations of Company Securities.

C. Policy Delivery

The Policy will be delivered to all directors, officers, and employees and other designated persons at the start of their relationship with the Company. Upon first receiving a copy of the Policy or any revised versions, each recipient must sign an acknowledgment that he or she has received a copy of the Policy and agrees to comply with the Policy's terms.

III. Section 16 Persons and Designated Employees

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A. Section 16 Persons

Each member of the Company's Board of Directors (the "Board") and those officers of the Company designated by the Board to be Section 16 officers of the Company are subject to the reporting provisions and trading restrictions of Section 16 of the Securities Exchange Act of 1934 (the "Exchange Act") and the underlying rules and regulations promulgated by the U.S. Securities and Exchange Commission (the "SEC") (collectively, "Section 16 Persons"). Section 16 Persons must obtain prior approval of all trades in Company Securities from the Company's Compliance Officer in accordance with the procedures set below.

B. Designated Employees

In addition to Section 16 Persons, the Compliance Officer may designate additional officers and employees as "Designated Employees." Designated Employees are those officers or employees or outside consultants or contractors that the Company considers, because of their duties, to have regular access to material nonpublic information. In addition to the Policy's general proscription against insider trading or tipping, Designated Employees must comply with additional trading restrictions detailed below.

IV. Definition of "Material Nonpublic Information"

A. "Material" Information

"Material Information" is any information about the Company that a reasonable investor would consider important in making an investment decision to buy or sell the Company's Securities. If an investor would want to buy or sell securities based in part on the information, the information should be considered material. In simple terms, material information is any type of information that could reasonably be expected to affect the price of Company Securities. While it is not possible to identify all information that would be deemed "material," the following types of information ordinarily would be considered material:

- Financial performance, especially quarterly and year-end earnings;
- Significant changes in financial performance outlook or liquidity of the Company as a whole or of a reporting segment of the Company's business;
- Company projections that significantly differ from external expectations;
- Potential mergers and acquisitions or the sale of significant Company assets or subsidiaries;
- New major contracts, orders, suppliers, customers or finance sources, or the loss thereof;

- Major discoveries or significant changes or developments in products or product lines, research, or technologies;
- Approvals or denials of requests for regulatory approval by government agencies of products, patents, or trademarks;
- Significant changes or developments in supplies or inventory, including significant product defects, recalls or product returns;
- Significant pricing changes;
- Stock splits, public or private securities/debt offerings or changes in Company dividend policies or amounts;
- Significant changes in management;
- Significant labor disputes or negotiations, including possible strikes;
- Actual or potential exposure to major litigation, or the resolution of such litigation;

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- Possible proxy contests;
- Imminent or potential changes in the Company's credit rating by a rating agency;
- Voluntary calls of debt or preferred stock of the Company;
- The contents of forthcoming publications that may affect the market price of Company Securities;
- Statements by stock market analysts regarding the Company and/or its securities;
- Significant changes in sales volumes, market share, production scheduling, product pricing or mix of sales;
- Analyst upgrades or downgrades of a Company Security;
- Significant changes in accounting treatment, write-offs, or effective tax rate;
- Impending bankruptcy or financial liquidity problems of the company or one of its subsidiaries or significant business partners;
- Gain or loss of a substantial customer or supplier; or
- A significant cybersecurity incident experienced by the company that has not yet been made public.

B. "Nonpublic" Information

Information is considered "nonpublic" until it has not been widely disseminated to the public through SEC filings, major newswire services, national news services and financial news services and there has been sufficient time for the market to digest that information. For the purposes of this Policy, information will be considered public after the close of trading on the second (2^{nd}) full trading day after the Company's widespread public release of the information. Thus, no transaction should take place until after the third (3^{rd}) trading day after the disclosure of the material information.

V. Statement of Company Policy and Procedures

A. Prohibited Activities

No Insider may trade in Company Securities while aware of material nonpublic information concerning the Company.

No Insider may trade in Company Securities during any special trading blackout periods as designated by the Compliance Officer. The deviation of any blackout period as well as those Insiders subject to the blackout shall be determined by the Compliance Officer. Moreover, the Insider will not disclose to any person the applicability of a special blackout period without prior permission of the Compliance Officer.

No Section 16 Person or Designated Employee may trade in Company Securities without prior written approval of the Compliance Officer under the procedures set forth below. To the extent possible, Section 16 Persons and Designated Employees should retain all records and documents that support their reasons for making each trade.

No Section 16 Person or Designated Employee may trade in Company Securities outside of the applicable "trading windows" described below.

The Compliance Officer may not trade in Company Securities unless the trade(s) have been approved by the Chief Financial Officer or Chief Executive Officer in accordance with the procedures set forth below.

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No Insider may "tip" or disclose material nonpublic information concerning the Company to any outside person, including family members, even if that person is expected to hold such "tip" in confidence, unless required as part of that Insider's regular duties for the Company or authorized by the Compliance Officer. In the case of inadvertent disclosure to an outside person, the Insider must advise the Compliance Officer as soon as the inadvertent disclosure has been discovered. To protect against inadvertent disclosures, all inquiries from outsiders regarding material nonpublic information about the Company must be forwarded to the Compliance Officer or Investor Relations.

No Insider may give trading advice of any kind about the Company to anyone, whether or not such Insider is aware of material nonpublic information about the Company.

No Insider may trade in any interest or position relating to the future price of Company Securities, such as a put, call, or short sale.

Without the specific prior approval of the Compliance Officer, the Chief Executive Officer or the Audit Committee, no Insider shall accept outside employment, as a consultant, independent contractor, or employee, where the Insider is being compensated for the Insider's knowledge of the Company or the industry or potential products of the Company.

Without the specific prior approval of the Compliance Officer, the Chief Executive Officer or the Audit Committee, no Insider shall respond to market rumors or otherwise make any public statements regarding the Company or its prospects. This includes responding to or commenting on Internet-based bulletin boards or social media platforms. If you become aware of any rumors or false statements, you should report them to the Compliance Officer.

B. Trading Windows and Blackout Periods

Provided that no other restrictions on trading in Company Securities apply, Section 16 Persons and Designated Employees may trade in Company Securities during and only during the period beginning at the close of trading two (2) full trading days following the Company's widespread public release of quarterly or year-end earnings and ending on the last trading day of the second month following the end of the preceding quarter.

Notwithstanding the above provisions, any Section 16 Person or Designated Employee who is aware of material nonpublic information concerning the Company may not trade in Company Securities even during a trading window until two (2) trading days after such material nonpublic information has been subject to the Company's widespread public release of the information.

No Insiders identified by the Compliance Officer as being subject to a special blackout period may trade in Company Securities during such special blackout period. The Compliance Officer may, following consultation with the Chief Financial Officer or Chief Executive Officer, declare such special blackout periods from time-to-time as conditions warrant. No Insider, whether or not subject to a special black out period, may disclose to any outside third party that a special blackout period has been designated.

C. Procedures for Approving Trades by Section 16 Individuals

No Section 16 Person or Designated Employee may trade in Company Securities until:

- The Section 16 Person or Designated Employee seeking to trade has notified the Compliance Officer in writing before at least two (2) business days prior to the proposed trade(s) and the amount and nature of the proposed trade(s); and

- The Section 16 Person or Designated Employee seeking to trade has certified in writing to the Compliance Officer before no more than two (2) business days prior to the proposed trade(s) that he or she is not aware of material nonpublic information concerning the Company.

If the Compliance Officer desires to complete any trades involving Company Securities, he or she must first obtain the approval of the Chief Executive Officer or the Chief Financial Officer of the Company.

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The existence of the foregoing approval procedures does not in any way obligate the Compliance Officer (or, in the case of any trade by the Compliance Officer, the Chief Executive Officer or the Chief Financial Officer of the Company) to approve any trades requested by Section 16 Persons or the Compliance Officer.

All trades approved under this section must be exercised within two (2) trading days of the approval (the "Approval Period"); provided, however, if the Insider comes into possession of material nonpublic information before trading, the Insider may not trade. Trades not exercised within the Approval Period require new approval from the Compliance Officer.

VI. Exceptions to Application of Policy

A. Employee Benefit Plans

The trading prohibitions and restrictions set forth in this Policy do not apply to periodic contributions by the Company or employees to the Cycurion Stock Purchase Plan ("SPP") pursuant to the terms and conditions of those plans. However, no officer or employee may alter his or her instructions regarding the purchase or sale of Company Securities in such plans:

- While aware of material nonpublic information;

- In the case of Section 16 Persons or Designated Employees, prior to receiving approval of the purchase or sale as described above; and
- In the case of Section 16 Persons and Designated Employees, while any applicable trading window is closed or applicable special blackout period is in effect.

Insiders may exercise company stock options where no company stock is sold in the market. Cashless sales (e.g., "cashless sales" where company stock is sold to pay for exercising the options) are considered under this Policy to be transactions in Company Securities and must comply with the provisions of this Policy, including the applicability of any prior approval, trading window or blackout period requirements as they may apply to an Insider. No cashless sale is permitted when the insider is in possession of material, nonpublic information, except as provided below.

B. Rule 10b5-1 Plans

Exchange Act Rule 10b5-l was adopted by the SEC to protect persons from insider trading liability for transactions under a written trading plan previously established at a time when the insider did not possess material nonpublic information. Under a properly established 10b5-1 plan with respect to securities (a "10b5-1 Plan"), Insiders may complete transactions in Company Securities at any time, including during blackout periods and outside trading windows or even when the Insider possesses material nonpublic information. Thus, a 10b5-1 Plan offers an opportunity for Insiders to establish a systematic program of transactions in Company Securities over periods of time that might include periods in which such transactions would otherwise be prohibited under the federal securities laws or this policy. A variety of arrangements can be structured to meet the requirements of Rule 10b5-1. In particular, a 10b5-1 Plan can take the form of a blind trust, other trust, pre-scheduled stock option exercises and sales, pre-arranged trading instructions and other brokerage and third-party arrangements over which the Insider has no control once the plan takes effect.

Insiders who desire to implement a 10b5-1 Plan must first obtain approval of the plan by the Compliance Officer. To be eligible for approval, the 10b5-1 Plan:

- Must be established during a trading window (and not during any black out period);
- Must be in writing;
- Must either irrevocably set forth the future date or dates on which purchase or sale of securities are to be made, the prices at which the securities are to be purchased or sold, the broker who will be responsible for effecting the transactions (or method of transaction if not through a broker), or provide a formula for determining the price of the securities to be purchased or sold and the date or dates on which the transactions are to be completed;

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- May not permit the direct or indirect exercise of any influence over the timing or terms of the purchase or sale by the Insider; and
- May not take effect until ninety (90) days after the plan is approved by the Compliance Officer.

The Compliance Officer will maintain a copy of all 10b5-1 Plans.

The Insider must provide the Compliance Officer written notice of any termination or modification (in which case, the modification must be approved in writing by the Compliance Officer prior to effectiveness and may not take effect until ninety (90) days after the modification of the plan is approved by the Compliance Officer).

VII. Reporting of Violations

Any Insider who violates this Policy or any federal, state or SRO rule or law governing insider trading or tipping or knows of any such violation by any other Insider, must report the violation immediately to the Compliance Officer. Upon receipt of notice of a potential violation of this Policy, the Compliance Officer:

- Shall make inquiry either through the Office of the General Counsel or with assistance of outside counsel, to determine whether a violation may have occurred;
- Shall report the potential violation of this Policy to the Audit Committee if the Compliance Officer concludes a violation occurred or if the Compliance Officer is unable to conclude that no violation occurred; and
- Upon determining that any such violation has occurred, in consultation with the Company's Disclosure Committee and, where appropriate, the Chair of the Audit Committee of the Board, will determine whether the Company should release any material nonpublic information.

If the Compliance Officer or Audit Committee determines that a violation of the Policy occurred, they may discipline the Insider, including immediate termination. The Audit Committee may also report the violation to federal or state law enforcement agencies and/or applicable SRO.

VIII. Inquiries

Please direct all inquiries regarding any of the provisions or procedures of this Policy to the Compliance Officer.

IX. Insider Trading Compliance Officer

The Company has designated _____ as its Insider Trading Compliance Officer. The Insider Trading Compliance Officer, in consultation with the Company's Chief Financial Officer and/or Chief Executive Officer, will review and either approve or prohibit all proposed trades by Section 16 Persons in accordance with the procedures set forth above.

In addition to the trading approval duties described above, the duties of the Insider Trading Compliance Officer shall include the following:

- Administering this Policy and monitoring and enforcing compliance with all Policy provisions and procedures;
- With the assistance of the Human Resources Department, overseeing the training of new and existing officers, directors, employees, and others on the requirements of this Policy;
- Responding to all inquiries relating to this Policy and its procedures;

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- Designating and announcing special trading blackout periods during which Insiders, that the Insider Trading Compliance Officer determines, may not trade in Company Securities;
- Providing copies of this Policy and other appropriate materials to all current and new directors, officers, employees, and such other persons whom the Insider Trading Compliance Officer determines may regularly have access to material nonpublic information concerning the Company, and assuring that human resources has collected and maintained the required certification of employee receipt of the Policy;
- Administering, monitoring, and enforcing compliance with all federal, state, and SRO insider trading statutes, regulations, and rules;
- Proposing recommendations for revisions to the Policy to the board of directors as necessary to reflect changes in insider trading laws, regulations, or rules of any federal or state governmental body or SRO; and
- Maintaining as Company records originals or copies of all documents required by the provisions of this Policy or the procedures set forth herein, and copies of all required SEC reports relating to insider trading.

The Insider Trading Compliance Officer may designate one or more individuals who may perform the Compliance Officer's duties in the event that the Insider Trading Compliance Officer is unable or unavailable to perform such duties.

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Exhibit 99.1

AUDIT COMMITTEE CHARTER
OF
CYCURION, INC.

I. PURPOSE OF THE COMMITTEE

The Audit Committee (the "Committee") is a committee of the Board of Directors (the "Board") of Cycurion, Inc. (the "Company"). The purpose of the Committee shall be:

(i) Performing the Board's oversight responsibilities as they relate to the Company's accounting policies and internal controls, financial reporting practices, and legal and regulatory compliance, including, among other things:
   a. the quality and integrity of the Company's financial statements;
   b. the Company's compliance with legal and regulatory requirements;
   c. review of the independent registered public accounting firm's qualifications and independence; and
   d. the performance of the Company's internal audit function and the Company's independent registered public accounting firm.

(ii) Maintaining, through regularly scheduled meetings, a line of communication among the Board and the Company's financial management, internal auditors, and independent registered public accounting firm, including providing such parties with appropriate opportunities to meet separately and privately with the Committee on a periodic basis.

(iii) Preparing the report to be included in the Company's annual proxy statement, as required by the Securities and Exchange Commission's ("SEC") rules.

(iv) Performing such further functions as may be consistent with this Charter or assigned by applicable law, the Company's charter or bylaws or the Board.

II. COMPOSITION AND QUALIFICATIONS OF THE COMMITTEE

The Committee shall consist of three or more directors, as determined from time to time by the Board. Each member of the Committee shall meet the independence requirements of the Sarbanes-Oxley Act of 2002, as amended (the "Act"), the listing standards of any exchange or national listing market system upon which the Company's securities are listed or quoted for trading (including, without limitation, the Nasdaq Capital Market ("Nasdaq")), and all other applicable laws. The members of the Committee shall be appointed by either the Board or the Nominating Committee of the Board.

The chairperson of the Committee shall be designated by the Board, *provided, that,* if the Board does not so designate a chairperson, the members of the Committee, by a majority vote, may designate a chairperson.

The members of the Committee shall serve for such term or terms as the Board may determine, or until their earlier resignation or death. Any vacancy on the Committee shall be filled by majority vote of the Board. No member of the Committee shall be removed except by majority vote of the Board. The Board may remove any member from the committee at any time with or without cause. If a director serving on the Committee ceases to be a director of the Company, such individual shall immediately cease to serve on the Committee.

Each member of the Committee shall be financially literate, and at least one member of the Committee shall have past employment experience in finance or accounting, requisite professional certification in accounting or any other comparable experience, or a background which results in the individual's financial sophistication, including being or having been a chief executive officer, chief financial officer or other senior officer with financial oversight responsibilities, as each such qualification is interpreted by the Board in its business judgment. In addition, at least one member of the Committee shall be an "audit committee financial expert" (as such term is defined by the SEC pursuant to the Act).

III. MEETINGS OF THE COMMITTEE

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The Committee shall meet as often as it determines necessary to carry out its duties and responsibilities, but no less frequently than once every fiscal quarter. The Committee, in its discretion, may ask members of management or others to attend its meetings (or portions thereof) and to provide pertinent information as necessary.

A majority of the members of the Committee present in person or by means of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other shall constitute a quorum. Meeting agendas will be prepared and provided in advance to members, along with appropriate briefing materials.

The Committee shall maintain minutes of its meetings and records relating to those meetings, and shall report regularly to the Board on its activities, as appropriate.

IV. DUTIES AND RESPONSIBILITIES OF THE COMMITTEE

In carrying out its duties and responsibilities, the Committee's policies and procedures should remain flexible, so that it may be in a position to best address, react or respond to changing circumstances or conditions. The following duties and responsibilities are within the authority of the Committee and the Committee shall, consistent with and subject to applicable law and rules and regulations promulgated by the SEC, Nasdaq, and/or any other applicable regulatory authority, carry out the following responsibilities:

(i) Review and discuss with the independent registered public accounting firm its annual audit plan, including the timing and scope of audit activities, and monitor such plan's progress and results during the year.

(ii) Review and discuss the annual audited financial statements and the Company's disclosures under "Management's Discussion and Analysis of Financial Condition and Results of Operations" with management and the independent registered public accounting firm. In connection with such review, the Committee will:

a. Discuss with the independent registered public accounting firm the matters required to be discussed by Statement on Auditing Standards No. 61 (as may be modified or supplemented) and the matters in the written disclosures required by the applicable requirements of the Public Company Accounting Oversight Board regarding the independent accountant's communications with the audit committee concerning independence;

b. Review significant changes in accounting or auditing policies;

c. Review with the independent registered public accounting firm any problems or difficulties encountered in the course of their audit, including any change in the scope of the planned audit work and any restrictions placed on the scope of such work and management's response to such problems or difficulties;

d. Review with the independent registered public accounting firm, management, and the senior internal auditing executive the adequacy of the Company's internal controls, and any significant findings and recommendations with respect to such controls;

e. Review reports required to be submitted by the independent registered public accounting firm concerning: (i) all critical accounting policies and practices used; (ii) all alternative treatments of financial information within generally accepted accounting principles ("GAAP") that have been discussed with management, the ramifications of such alternatives, and the accounting treatment preferred by the independent registered public accounting firm; (iii) any other material written communications with management; and (iv) any material financial arrangements of the Company which do not appear on the financial statements of the Company;

f. Review: (i) major issues regarding accounting principles and financial statement presentations, including any significant changes in the Company's selection or application of accounting principles, and major issues as to the adequacy of the Company's internal controls and any special audit steps adopted in light of material control deficiencies; and (ii) analyses prepared by management and/or the independent registered public accounting firm setting forth significant financial reporting issues and judgments made in connection with the preparation of the financial statements, including analysis of the effects of alternative GAAP methods on the financial statements and the effects of regulatory and accounting initiatives, as well as off-balance sheet structures, on the financial statements of the Company; and

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g. Discuss policies and procedures concerning earnings press releases and review the type and presentation of information to be included in earnings press releases (paying particular attention to any use of "pro forma" or "adjusted" non-GAAP information), as well as financial information and earnings guidance provided to analysts and rating agencies.

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(iii) Review and discuss the quarterly financial statements and the Company's disclosures provided in periodic quarterly reports including "Management's Discussion and Analysis of Financial Condition and Results of Operations" with management, the senior internal auditing executive and the independent registered public accounting firm.

(iv) Oversee the external audit coverage. The Company's independent registered public accounting firm is ultimately accountable to the Committee, which has the direct authority and responsibility to appoint, retain, compensate, terminate, select, evaluate and, where appropriate, replace the independent registered public accounting firm. In connection with its oversight of the external audit coverage, the Committee will have authority to:

a. Appoint and replace (subject to stockholder approval, if deemed advisable by the Board) the independent registered public accounting firm;

b. Approve the engagement letter and the fees to be paid to the independent registered public accounting firm;

c. Pre-approve all audit and non-audit services to be performed by the independent registered public accounting firm and the related fees for such services other than prohibited non-auditing services as promulgated under rules and regulations of the SEC (subject to the inadvertent *de minimis* exceptions set forth in the Act and the SEC rules);

d. Monitor and obtain confirmation and assurance as to the independent registered public accounting firm's independence, including ensuring that they submit on a periodic basis (not less than annually) to the Committee a formal written statement delineating all relationships between the independent registered public accounting firm and the Company. The Committee is responsible for actively engaging in a dialogue with the independent registered public accounting firm with respect to any disclosed relationships or services that may impact the objectivity and independence of the independent registered public accounting firm, and for taking appropriate action in response to the independent registered public accounting firm's report to satisfy itself of its independence;

e. At least annually, obtain and review a report by the independent registered public accounting firm describing: the firm's internal quality-control procedures; any material issues raised by the most recent internal quality-control review, or peer review, of the firm, or by any inquiry or investigation by governmental or professional authorities, within the preceding five years, respecting one or more independent audits carried out by the firm, and any steps taken to deal with any such issues; and to assess the independent registered public accounting firm's independence, all relationships between the independent registered public accounting firm and the Company;

f. Meet with the independent registered public accounting firm prior to the annual audit to discuss planning and staffing of the audit;

g. Review and evaluate the performance of the independent registered public accounting firm, as the basis for a decision to reappoint or replace the independent registered public accounting firm;

h. Set clear hiring policies for employees or former employees of the independent registered public accounting firm, including but not limited to, as required by all applicable laws and listing rules;

i. Setting clear policies for audit partner rotation in compliance with applicable laws and regulations;

j. Assure regular rotation of the lead (or coordinating) audit partner having primary responsibility for the audit and the audit partner responsible for reviewing the audit, as required by the Act, and consider whether rotation of the independent registered public accounting firm is required to ensure independence;

k. Engage in a dialogue with the independent registered public accounting firm to confirm that audit partner compensation is consistent with applicable SEC rules;

l. Review and discuss with the independent registered public accounting firm the results of the year-end audit of the Company, including any comments or recommendations of the Company's independent registered public accounting firm and, based on such review and discussions and on such other considerations as it determines appropriate, recommend to the Board whether the Company's financial statements should be included in the Annual Report on Form 10-K;

m. Take, or recommend that the Board take, appropriate action to oversee the independence of the Company's independent registered public accounting firm; and

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n. Monitor compliance by the Company of the employee conflict of interest requirements contained in the Act and the rules and regulations promulgated by the SEC thereunder.

(v) Oversee internal audit coverage. In connection with its oversight responsibilities, the Committee will:

a. Review the appointment or replacement of the senior internal auditing executive;

b. Review, in consultation with management, the independent registered public accounting firm and the senior internal auditing executive, the plan and scope of internal audit activities, and, when deemed necessary or appropriate by the Committee, assign additional internal audit projects to appropriate personnel;

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c. Review the Committee's level of involvement and interaction with the Company's internal audit function, including the Committee's line of authority and role in appointing and compensating employees in the internal audit function;

d. Review internal audit activities, budget, compensation and staffing; and

e. Review significant reports to management prepared by the internal auditing department and management's responses to such reports.

(vi) Receive periodic reports from the Company's independent registered public accounting firm, management and director of the Company's internal auditing department to assess the impact on the Company of significant accounting or financial reporting developments that may have a bearing on the Company.

(vii) Review with the independent registered public accounting firm and the senior internal auditing executive the adequacy and effectiveness of the Company's accounting and internal controls policies and procedures, and any significant findings and recommendations with respect to such controls.

(viii) Review with the chief executive officer, chief financial officer, and independent registered public accounting firm, periodically, the following:

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize, and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

(ix) Resolve any differences in financial reporting between management and the independent registered public accounting firm.

(x) Establish procedures for (i) the receipt, retention, and treatment of complaints received by the Company regarding accounting, internal accounting controls or auditing matters; and (ii) the confidential, anonymous submission by employees of concerns regarding questionable accounting or auditing matters.

(xi) Establish procedures for the receipt, retention, and treatment of reports of evidence of a material violation made by attorneys appearing and practicing before the SEC in the representation of the Company or any of its subsidiaries, or reports made by the Company's chief executive officer in relation thereto.

(xii) Discuss policies and guidelines to govern the process by which risk assessment and risk management is undertaken.

(xiii) Meet periodically, and at least four times per year, with management to review and assess the Company's major financial risk exposures and the manner in which such risks are being monitored and controlled.

(xiv) Meet periodically (not less than annually) in a separate executive session with each of the chief financial officer, the senior internal auditing executive, and the independent registered public accounting firm.

(xv) Review and approve all "related party transactions" requiring disclosure under SEC Regulation S-K, Item 404, in accordance with the policy set forth in Section VI below.

(xvi) Review the Company's policies relating to the ethical handling of conflicts of interest and review past or proposed transactions between the Company and members of management as well as policies and procedures with respect to officers' expense accounts and perquisites, including the use of corporate assets. The Committee shall consider the results of any review of these policies and procedures by the Company's independent registered public accounting firm.

(xvii) Review and approve in advance any services provided by the Company's independent registered public accounting firm to the Company's executive officers or members of their immediate family.

(xviii) Review the Company's program to monitor compliance with the Company's Code of Conduct and Ethics (the "Code of Conduct"), and meet periodically with the Company's Compliance Committee to discuss compliance with the Code of Conduct.

(xix) Establish procedures for the receipt, retention, and treatment of reports of evidence of a material violation made by attorneys appearing and practicing before the SEC in the representation of the Company or any of its subsidiaries, or reports made by the Company's chief executive officer in relation thereto.

(xx) Approve reimbursement of expenses incurred by management in connection with certain activities on the Company's behalf, such as identifying potential target businesses.

(xxi) Review periodically with the Company's outside legal counsel: (i) legal and regulatory matters which may have a material effect on the financial statements, and (ii) corporate compliance policies or codes of conduct.

(xxii) As the Committee determines is necessary to carry out its duties, engage and obtain advice and assistance from outside legal, accounting or other advisors, the cost of such independent expert advisors to be borne by the Company.

(xxiii) Report regularly to the Board with respect to Committee activities.

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(xxiv) Prepare the report of the Committee required by the rules of the SEC to be included in the proxy statement for each annual meeting.

(xxv) Review and reassess annually the adequacy of this Charter and recommend any proposed changes to the Board.

(xxvi) Monitor compliance, on a regularly scheduled basis, with the terms of the Company's initial public offering (the "Offering") and, if any noncompliance is identified, promptly take all action necessary to rectify such noncompliance or otherwise cause the Company to come into compliance with the terms of the Offering.

(xxvii) Review with management, the independent registered accounting firm, and the Company's legal advisors, as appropriate, any legal, regulatory or compliance matters, including any correspondence with regulators or government agencies, and any employee complaints or published reports, that raise material issues regarding the Company's financial statements or accounting policies, and any significant changes in accounting standards or rules promulgated by the Financial Accounting Standards Board, the SEC or other regulatory authorities.

(xxviii) Determine the compensation and oversight of the work of the independent registered public accounting firm (including resolution of disagreements between management and the independent registered public accounting firm regarding financial reporting) for the purpose of preparing or issuing an audit report or related work.

(xxix) On a quarterly basis, review and approve all payments made to the Company's existing holders, executive officers or directors and their respective affiliates.

V. PROCEDURES OF THE COMMITTEE

(i) A majority of the members of the entire Committee shall constitute a quorum. The Committee shall act on the affirmative vote a majority of members present at a meeting at which a quorum is present. Without a meeting, the Committee may act by unanimous written consent of all members. However, the Committee may delegate to one or more of its members the authority to grant pre-approvals of audit and non-audit services, provided the decision is reported to the full Committee at its next scheduled meeting.

(ii) The Company shall provide for appropriate funding, as determined by the Committee, for payment of compensation: (a) to outside legal, accounting, or other advisors employed by the Committee; and (b) for ordinary administrative expenses of the Committee that are necessary, or appropriate in carrying out its duties.

(iii) While the Committee has the responsibilities and powers set forth in this Charter, it is not the duty of the Committee to plan or conduct audits or to determine that the Company's financial statements are complete and accurate and are in accordance with GAAP. This is the responsibility of management and the independent registered public accounting firm.

VI. RELATED PARTY TRANSACTIONS POLICY

A. Definitions

(i) "Related Party Transaction" means any transaction directly or indirectly involving any Related Party that would need to be disclosed under Item 404(a) of Regulation S-K. Under Item 404(a), the Company is required to disclose any transaction occurring since the beginning of the Company's last fiscal year, or any currently proposed transaction, involving the Company, where the amount involved exceeds $120,000, and in which any related person had or will have a direct or indirect material interest. "Related Party Transaction" also includes any material amendment or modification to an existing Related Party Transaction.

(ii) "Related Party" means any of the following: (a) a director (which term when used herein includes any director nominee); (b) an executive officer; (c) a person known by the Company to be the beneficial owner of more than 5% of the Company's common stock (a "5% stockholder"); or (d) a person known by the Company to be an immediate family member of any of the foregoing.

(iii) "Immediate family member" means a child, stepchild, parent, stepparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of such director, executive officer, nominee for director or beneficial owner, and any person (other than a tenant or employee) sharing the household of such director, executive officer, nominee for director or beneficial owner.

B. Identification of Potential Related Party Transactions.

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Related Party Transactions will be brought to the attention of management and the Board in a number of ways. Each of the Company's directors and executive officers shall inform the Chairman of the Committee of any potential Related Party Transactions. In addition, each such director and executive officer shall complete a questionnaire on an annual basis designed to elicit information about any potential Related Party Transactions.

Any potential Related Party Transactions that are brought to the Committee's attention shall be analyzed by the Committee, in consultation with outside counsel or members of management, as appropriate, to determine whether the transaction or relationship does, in fact, constitute a Related Party Transaction requiring compliance with this Policy.

C. Review and Approval of Related Party Transactions.

At each of its meetings, the Committee shall be provided with the details of each new, existing or proposed Related Party Transaction, including the terms of the transaction, any contractual restrictions that the Company has already committed to, the business purpose of the transaction, and the benefits to the Company and to the relevant Related Party. In determining whether to approve a Related Party Transaction, the Committee shall consider, among other factors, the following factors to the extent relevant to the Related Party Transaction:

(i) whether the terms of the Related Party Transaction are fair to the Company and on the same basis as would apply if the transaction did not involve a Related Party;
(ii) whether there are business reasons for the Company to enter into the Related Party Transaction;
(iii) whether the Related Party Transaction would impair the independence of an outside director;
(iv) whether the Related Party Transaction would present an improper conflict of interest for any director or executive officer of the Company, taking into account the size of the transaction, the overall financial position of the director, executive officer or Related Party, the direct or indirect nature of the director's, executive officer's or Related Party's interest in the transaction and the ongoing nature of any proposed relationship, and any other factors the Committee deems relevant; and,
(v) any pre-existing contractual obligations.

Any member of the Committee who has an interest in the transaction under discussion shall abstain from voting on the approval of the Related Party Transaction, but may, if so requested by the Chairman of the Committee, participate in some or all of the Committee's discussions of the Related Party Transaction. Upon completion of its review of the transaction, the Committee may determine to permit or to prohibit the Related Party Transaction.

A Related Party Transaction entered into without pre-approval of the Committee shall not be deemed to violate this Policy, or be invalid or unenforceable, so long as the transaction is brought to the Committee as promptly as reasonably practical after it is entered into or after it becomes reasonably apparent that the transaction is covered by this Policy.

A Related Party Transaction entered into prior to the effective date of this Charter shall not be required to be reapproved by the Committee.

VII. INVESTIGATIONS, STUDIES, AND OUTSIDE ADVISORS

The Committee may conduct or authorize investigations into, or studies of, matters within the Committee's scope of responsibilities, and may retain, at the Company's expense, such independent counsel or other consultants or advisors as it deems necessary.

While the Committee has the duties and responsibilities set forth in this charter, the Committee is not responsible for preparing or certifying the financial statements, for planning or conducting the audit, or for determining whether the Company's financial statements are complete and accurate and are in accordance with generally accepted accounting principles.

In fulfilling their responsibilities hereunder, it is recognized that members of the Committee are not full-time employees of the Company, it is not the duty or responsibility of the Committee or its members to conduct "field work" or other types of auditing or accounting reviews or procedures, or to set auditor independence standards, and each member of the Committee shall be entitled to rely

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on: (i) the integrity of those persons and organizations within and outside the Company from which it receives information, and (ii) the accuracy of the financial and other information provided to the Committee absent actual knowledge to the contrary.

* * *

While the members of the Committee have the duties and responsibilities set forth in this Charter, nothing contained in this Charter is intended to create, or should be construed as creating, any responsibility or liability of members of the Committee, except to the extent otherwise provided under applicable federal or state law.

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Exhibit 99.2

COMPENSATION COMMITTEE CHARTER
OF
CYCURION, INC.

I. PURPOSE OF THE COMMITTEE

The Compensation Committee (the "Committee") is a committee of the Board of Directors (the "Board") of Cycurion, Inc. (the "Company"). The purpose of the Committee shall be:

(i) Overseeing the Company's compensation and employee benefit plans and practices, including its executive compensation plans and its incentive-compensation and equity-based plans.

(ii) Reviewing and discussing with management the Company's compensation discussion and analysis ("CD&A") to be included in the Company's annual proxy statement or annual report on Form 10-K filed with the Securities and Exchange Commission (the "SEC").

(iii) Preparing the Compensation Committee Report, as required by the rules of the SEC.

(iv) Performing such further functions as may be consistent with this Charter or assigned by applicable law, the Company's charter or bylaws or the Board.

II. COMPOSITION OF THE COMMITTEE

The Committee shall consist of two or more directors, as determined from time to time by the Board. Each member of the Committee shall be qualified to serve on the Committee pursuant to the requirements of the Nasdaq Capital Market ("Nasdaq") and applicable regulations, and any additional requirements that the Board deems appropriate. Members of the Committee shall also qualify as "non-employee directors" within the meaning of Rule 16b-3 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and "outside directors" within the meaning of Section 162(m) of the Internal Revenue Code of 1986, as amended. The chairperson of the Committee shall be designated by the Board; *provided, that*, if the Board does not so designate a chairperson, the members of the Committee, by majority vote, may designate a chairperson. Each Committee member shall have one vote. Any vacancy on the Committee shall be filled by majority vote of the Board. No member of the Committee shall be removed except by majority vote of the Board. The members of the Committee shall be appointed by either the Board or the Nominating Committee of the Board. The members of the committee shall serve for such term or terms as the Board may determine or until earlier resignation or death. The Board may remove any member from the Committee at any time with or without cause. If a director serving on the Committee ceases to be a director of the Company, such individual shall immediately cease to serve on the Committee.

III. MEETINGS AND PROCEDURES OF THE COMMITTEE

The Committee shall meet as often as it determines necessary to carry out its duties and responsibilities, but no less than twice annually. The Committee, in its discretion, may ask members of management or others to attend its meetings (or portions thereof) and to provide pertinent information as necessary; *provided, that,* the Chief Executive Officer of the Company may not be present during any portion of a Committee meeting in which deliberation or any vote regarding their compensation occurs.

A majority of the members of the Committee present in person or by means of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other shall constitute a quorum. Meeting agendas will be prepared and provided in advance to members, along with appropriate briefing materials.

The Committee shall maintain minutes of its meetings and records relating to those meetings and shall report regularly to the Board on its activities, as appropriate.

IV. DUTIES AND RESPONSIBILITIES OF THE COMMITTEE

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A. Executive Compensation

The Committee shall have the following duties and responsibilities with respect to the Company's executive compensation plans:

(i) To review at least annually the goals and objectives of the Company's executive compensation plans, and to amend, or recommend that the Board amend, these goals and objectives if the Committee deems it appropriate.

(ii) To review at least annually the Company's executive compensation policies and plans in light of the Company's goals and objectives with respect to such plans, and, if the Committee deems it appropriate, adopt, or recommend to the Board the adoption of, new, or the amendment of existing, executive compensation plans.

(iii) To evaluate annually the performance of the Chief Executive Officer in light of the goals and objectives of the Company's executive compensation plans, and, either as a Committee or together with the other independent directors (as directed by the Board), determine and approve the Chief Executive Officer's compensation level based on this evaluation. In determining the long-term incentive component of the Chief Executive Officer's compensation, the Committee shall consider factors as it determines relevant, that may include, for example, the Company's performance and relative stockholder return, the value of similar awards to chief executive officers of comparable companies, and the awards given to the Chief Executive Officer of the Company in past years. The Committee may discuss the Chief Executive Officer's compensation with the Board if it chooses to do so.

(iv) To evaluate annually the performance of the other executive officers of the Company in light of the goals and objectives of the Company's executive compensation plans, and either as a Committee or together with the other independent directors (as directed by the Board), determine and approve the compensation of such other executive officers. To the extent that long-term incentive compensation is a component of such executive officer's compensation, the Committee shall consider all relevant factors in determining the appropriate level of such compensation, including the factors applicable with respect to the Chief Executive Officer.

(v) To evaluate annually the appropriate level of compensation for Board and Committee service by non-employee directors.

(vi) To review and recommend to the Board the adoption of or changes to the compensation of the Company's independent directors.

(vii) To review and approve any severance or termination arrangements to be made with any executive officer of the Company.

(viii) To implement and administer the Company's incentive compensation equity-based remuneration plans and perform such other duties and responsibilities as may be assigned to the Board or the Committee under the terms of any executive compensation plan.

(ix) To review perquisites or other personal benefits to the Company's executive officers and directors, and recommend any changes to the Board.

(x) To consider the results of the most recent stockholder advisory vote on executive compensation as required by Section 14A of the Exchange Act, and, to the extent the Committee determines it appropriate to do so, take such results into consideration in connection with the review and approval of executive officer compensation.

(xi) To review and discuss with management the Company's CD&A, and based on that review and discussion, to recommend to the Board that the CD&A be included in the Company's annual proxy statement or annual report on Form 10-K.

(xii) To review compensation arrangements for the Company's employees to evaluate whether incentive and other forms of pay encourage unnecessary or excessive risk taking, and review and discuss, at least annually, the relationship between risk management policies and practices, corporate strategy, and the Company's compensation arrangements.

(xiii) To the extent that the Committee deems necessary, review and approve the terms of any compensation "clawback" or similar policy or agreement between the Company and the Company's executive officers or other employees subject to Section 16 of the Exchange Act.

(xiv) To review, recommend to the Board, and administer all plans that require "disinterested administration" under Rule 16b-3 under the Exchange Act.

(xv) To prepare the Compensation Committee Report in accordance with the rules and regulations of the SEC for inclusion in the Company's annual proxy statement or annual report on Form 10-K, and assist management in complying with proxy statement and annual report disclosure requirements.

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(xvi) To retain (at the Company's expense) outside consultants and obtain assistance from members of management as the Committee deems appropriate in the exercise of its authority.

(xvii) To perform such other functions as assigned by law, the Company's charter or bylaws, or the Board.

(xviii) To make reports and recommendations to the Board within the scope of its functions and advise the officers of the Company regarding various personnel matters as may be raised with the Committee.

(xix) To approve all special perquisites, special cash payments and other special compensation, and benefit arrangements for the Company's executive officers.

Notwithstanding anything to the contrary in the foregoing, the Committee shall have sole discretion and authority with respect to any action regarding compensation payable to the Chief Executive Officer or other executive officers of the Company that the Committee intends to constitute as "qualified performance-based compensation" for purposes of section 162(m) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

B. General Compensation and Employee Benefit Plans

The Committee shall have the following duties and responsibilities with respect to the Company's general compensation and employee benefit plans, including incentive-compensation and equity-based plans:

(i) To review, at least annually, the goals and objectives of the Company's general compensation plans and other employee benefit plans, including incentive-compensation and equity-based plans, and amend, or recommend that the Board amend, these goals and objectives if the Committee deems it appropriate.

(ii) To review, at least annually, the Company's general compensation plans and other employee benefit plans, including incentive-compensation and equity-based plans, in light of the goals and objectives of these plans, and recommend that the Board amend these plans if the Committee deems it appropriate.

(iii) To review all equity-compensation plans to be submitted for stockholder approval under the Nasdaq listing standards and applicable regulations, and to review and, in the Committee's sole discretion, approve all equity-compensation plans that are exempt from such stockholder approval requirement.

(iv) To approve all special perquisites, special cash payments and other special compensation, and benefit arrangements for the Company's employees.

(v) To perform such duties and responsibilities as may be assigned to the Board or the Committee under the terms of any compensation or other employee benefit plan, including any incentive-compensation or equity-based plan.

V. ROLE OF CHIEF EXECUTIVE OFFICER

The Chief Executive Officer may make, and the Committee may consider, recommendations to the Committee regarding the Company's compensation and employee benefit plans and practices, including its executive compensation plans, its incentive-compensation and equity-based plans with respect to executive officers (other than the Chief Executive Officer) and the Company's director compensation arrangements.

VI. DELEGATION OF AUTHORITY

The Committee may form subcommittees for any purpose that the Committee deems appropriate and may delegate to such subcommittees such power and authority as the Committee deems appropriate; *provided, however*, that no subcommittee shall consist of fewer than two members; and *provided, further*, *that* the Committee shall not delegate to a subcommittee any power or authority required by any law, regulation, or listing standard to be exercised by the Committee as a whole.

VII. EVALUATION OF THE COMMITTEE

The Committee shall, no less frequently than annually, evaluate its performance. In conducting this review, the Committee shall evaluate whether this Charter appropriately addresses the matters that are or should be within its scope and shall recommend such changes as it deems necessary or appropriate. The Committee shall address all matters that the Committee considers relevant to its performance, including at least the following: the adequacy, appropriateness, and quality of the information and recommendations presented by the Committee to the Board; the manner in which they were discussed or debated; and whether the number and length of meetings of the Committee were adequate for the Committee to complete its work in a thorough and thoughtful manner.

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The Committee shall deliver to the Board a report, which may be oral, setting forth the results of its evaluation, including any recommended amendments to this Charter and any recommended changes to the Company's or the Board's policies or procedures.

VIII. INVESTIGATIONS AND STUDIES; OUTSIDE ADVISERS

The Committee may conduct or authorize investigations into or studies of matters within the Committee's scope of responsibilities, and may, in its sole discretion, retain or obtain the advice of a compensation consultant, legal counsel or other adviser. The Committee shall be directly responsible for the appointment, compensation and oversight of the work of any compensation consultant, legal counsel or other adviser retained by the Committee, the expense of which shall be borne by the Company. The Committee may select a compensation consultant, legal counsel, or other adviser to the Committee only after taking into consideration the following:

(i) The provision of other services to the Company by the person that employs the compensation consultant, legal counsel, or other adviser;

(ii) The amount of fees received from the Company by the person that employs the compensation consultant, legal counsel, or other adviser, as a percentage of the total revenue of the person that employs the compensation consultant, legal counsel, or other adviser; and

(iii) The policies and procedures of the person that employs the compensation consultant, legal counsel, or other adviser that are designed to prevent conflicts of interest:

a. any business or personal relationship of the compensation consultant, legal counsel, or other adviser with a member of the Committee;

b. any stock of the Company owned by the compensation consultant, legal counsel, or other adviser; and,

c. any business or personal relationship of the compensation consultant, legal counsel, other adviser, or the person employing the adviser with an executive officer of the Company.

The Committee shall conduct the independence assessment with respect to any compensation consultant, legal counsel, or other adviser that provides advice to the Committee, other than: (i) in-house legal counsel; and (ii) any compensation consultant, legal counsel, or other adviser whose role is limited to the following activities for which no disclosure would be required under Item 407(e)(3)(iii) of Regulation S-K: consulting on any broad-based plan that does not discriminate in scope, terms, or operation, in favor of executive officers or directors of the Company, and that is available generally to all salaried employees; or providing information that either is not customized for the Company or that is customized based on parameters that are not developed by the compensation consultant, and about which the compensation consultant does not provide advice.

Nothing herein requires a compensation consultant, legal counsel or other compensation adviser to be independent, only that the Committee consider the enumerated independence factors before selecting or receiving advice from a compensation consultant, legal counsel or other compensation adviser. The Committee may select or receive advice from any compensation consultant, legal counsel or other compensation adviser it prefers, including ones that are not independent, after considering the six independence factors outlined above.

Nothing herein shall be construed: (1) to require the Committee to implement or act consistently with the advice or recommendations of the compensation consultant, legal counsel, or other adviser to the Committee; or (2) to affect the ability or obligation of the Committee to exercise its own judgment in fulfillment of its duties.

IX. AMENDMENTS

Any amendment or other modification of this Charter shall be made and approved by the full Board.

X. DISCLOSURE OF CHARTER

If required by the rules of the SEC or Nasdaq and applicable regulations, this Charter, as amended from time to time, shall be made available to the public on the Company's website.

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* * *

While the members of the Committee have the duties and responsibilities set forth in this Charter, nothing contained in this Charter is intended to create, or should be construed as creating, any responsibility or liability of members of the Committee, except to the extent otherwise provided under applicable federal or state law.

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Exhibit 99.3

NOMINATING COMMITTEE CHARTER
OF
CYCURION, INC.

I. PURPOSE OF THE COMMITTEE

The Nominating and Corporate Governance Committee (the "Committee") is a committee of the Board of Directors (the "Board") of Cycurion, Inc. (the "Company"). The purpose of the Committee shall be:

(i) Identifying and screening individuals qualified to serve as directors and recommending to the Board candidates for nomination for election at the annual meeting of stockholders or to fill Board vacancies.

(ii) Developing, recommending to the Board, and reviewing the Company's Corporate Governance Guidelines.

(iii) Coordinating and overseeing the annual self-evaluation of the Board, its committees, individual directors, and management in the governance of the Company.

(iv) Reviewing on a regular basis the overall corporate governance of the Company and recommending improvements for approval by the Board where appropriate.

(v) Performing such further functions as may be consistent with this Charter or assigned by applicable law, the Company's charter or bylaws, or the Board.

II. COMPOSITION OF THE COMMITTEE

A. Composition

The Committee shall consist of two or more directors, as determined from time to time by the Board. The members of the Committee shall serve for such term or terms as the Board may determine, or until the earlier resignation or death. Any vacancy on the Committee shall be filled by majority vote of the Board. No member of the Committee shall be removed except by majority vote of the Board. The Board may remove any member from the committee at any time with or without cause. If a director serving on the Committee ceases to be a director of the Company, such individual shall immediately cease to serve on the Committee.

B. Chair

The Chair of the Committee shall be appointed from among the Committee members by the Board, shall preside at meetings of the Committee, and shall have the authority to convene meetings, set agendas for meetings, and determine the Committee's information needs, except as otherwise provided by the Board or the Committee. In the absence of the Chair at a duly convened meeting, the Committee shall select a temporary substitute from among its members to serve as chair of the meeting. The Chair of the Committee shall serve as "Administrator" of the Company's insider trading policy (if any) in the circumstances and to the extent described therein.

C. Independence

Each member of the Committee shall be an "independent" director in accordance with the applicable listing standards of the Nasdaq Capital Market ("Nasdaq") and the Company's Corporate Governance Guidelines, subject to any exceptions or cure periods that are applicable pursuant to the foregoing requirements and the phase-in periods permitted under the rules of the Nasdaq under which the Committee is required to have only one independent member at the time of listing, a majority of independent members within 90 days of listing and all independent members within one year of listing. Any action duly taken by the Committee shall be valid and effective, whether or not the members of the Committee at the time of such action are later determined not to have satisfied the requirements for membership provided herein.

III. AUTHORITY

In discharging its role, the Committee is empowered to inquire into any matter it considers appropriate to carry out its responsibilities, with access to all books, records, facilities and personnel of the Company, and, subject to the direction of the Board, the Committee is authorized and delegated the authority to act on behalf of the Board with respect to any matter necessary or appropriate to the accomplishment of its purposes.

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The Committee shall have the sole discretion to retain or obtain advice from, oversee and terminate any director search or recruitment consultant, legal counsel or other adviser to the Committee and be directly responsible for the appointment, compensation and oversight of any work of such adviser retained by the Committee, and the Company will provide appropriate funding (as determined by the Committee) for the payment of reasonable compensation to any such adviser.

IV. MEETINGS OF THE COMMITTEE

The Committee shall meet as often as necessary to carry out its responsibilities, which, following the Company's initial business combination, shall be at least quarterly. The Committee shall establish its own schedule of meetings. The Committee may also act by unanimous written consent of its members.

Notice of meetings shall be given to all Committee members or may be waived, in the same manner as required for meetings of the Board. Meetings of the Committee may be held by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear and speak with each other. A majority of the members of the Committee shall constitute a quorum for a meeting and the affirmative vote of a majority of members present at a meeting at which a quorum is present shall constitute the action of the Committee. The Committee shall otherwise establish its own rules of procedure.

V. DELEGATION OF AUTHORITY

The Committee, by a resolution approved by a majority of the Committee, may form and delegate any of its responsibilities to a subcommittee so long as such subcommittee is solely comprised of one or more members of the Committee and such delegation is not otherwise inconsistent with law and applicable rules and regulations of the U.S. Securities and Exchange Commission and the Nasdaq.

VI. DUTIES AND RESPONSIBILITIES OF THE COMMITTEE

The following responsibilities are set forth as a guide for fulfilling the Committee's purposes in such manner as the Committee determines is appropriate:

(i) Recommend to the Board for approval, review the effectiveness of, recommend modifications as appropriate to, and review Company disclosures concerning: (a) the Company's policies and procedures for identifying and screening Board nominee candidates; (b) the process and criteria (including experience, qualifications, attributes, diversity or skills in light of the Company's business and structure) used to evaluate Board membership and director independence; and (c) any policies with regard to diversity on the Board;

(ii) Identify and screen director candidates (including incumbent directors for potential re-nomination and candidates recommended by stockholders in accordance with the Company's policies as set forth in its proxy statement) consistent with criteria approved by the Board, and recommend to the Board candidates for: (a) nomination for election or re-election by the stockholders; and (b) any Board vacancies that are to be filled by the Board subject to any rights regarding the selection of directors by holders of preferred stock and any other contractual or other commitments of the Company;

(iii) Oversee the Company's policies and procedures with respect to the consideration of director candidates recommended by stockholders, including the submission of any proxy access nominees by stockholders;

(iv) Review Company disclosures concerning the specific experience, qualifications, attributes, or skills that led to the conclusion that each director and nominee should serve as a director in light of the Company's business and structure;

(v) Review annually the relationships among directors, the Company, and members of management, and recommend to the Board whether each director qualifies as "independent" under the Board's definition of "independence", the applicable rules of the Nasdaq, and the Company's Corporate Governance Guidelines;

(vi) Assess the appropriateness of a director's continuing to serve on the Board upon a substantial change in the director's principal occupation or business association from the position such director held when originally invited to join the Board, and recommend to the Board any action to be taken with respect thereto;

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(vii) Assess annually whether the composition of the Board as a whole reflects the appropriate balance of independence, sound judgment, business specialization, technical skills, diversity, and other desired qualities, and recommend any appropriate changes to the Board;

(viii) (a) Review the Board's leadership structure in light of the specific characteristics or circumstances of the Company and recommend any changes to the Board for approval; (b) discuss in coordination with the Audit Committee the effect on the Board's leadership structure of the Board's role in the risk oversight of the Company; and (c) review and approve Company disclosures relating to Board leadership;

(ix) Review periodically the committee structure of the Board and recommend to the Board the appointment of directors to Board committees and assignment of committee chairs;

(x) Review periodically the size of the Board and recommend to the Board any appropriate changes;

(xi) Coordinate with management to develop an appropriate director orientation program and identify continuing education opportunities;

(xii) Coordinate and oversee the annual self-evaluation of the role and performance of the Board, its committees, individual directors, and management in the governance of the Company;

(xiii) Develop and recommend to the Board, review the effectiveness of, and recommend modifications as appropriate to, the Corporate Governance Guidelines and other governance policies of the Company;

(xiv) Review and address conflicts of interest of directors and executive officers, and the manner in which any such conflicts are to be monitored;

(xv) Review on a periodic basis, and as necessary when specific issues arise, relations with the Company's stockholders, and advise the Board on effective and appropriate stockholder communications;

(xvi) Review emerging corporate governance issues and practices, including proxy advisory firm policies and recommendations;

(xvii) Conduct an annual self-evaluation of the performance of the Committee, including its effectiveness and compliance with this charter, and recommend to the Board such amendments of this charter as the Committee deems appropriate;

(xviii) Report regularly to the Board on Committee findings, recommendations, and any other matters the Committee deems appropriate or the Board requests, and maintain minutes or other records of Committee meetings and activities;

(xix) Review all determinations and interpretations under the Company's insider trading policy (if any); and

(xx) Undertake such other responsibilities as the Board may delegate or assign to the Committee from time to time.

* * *

While the members of the Committee have the duties and responsibilities set forth in this Charter, nothing contained in this Charter is intended to create, or should be construed as creating, any responsibility or liability of members of the Committee, except to the extent otherwise provided under applicable federal or state law.

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