

## AMENDED AND AMENDED ARTICLE OF INCORPORATION

### OF

### OSNOVUM

Osnovum, a corporation organized and existing under the law of the State of Wyoming does hereby certify as follows:

1. The name of this corporation is OsNovum and that this corporation was originally filed with the Secretary of State of Wyoming on June 9, 2020, under the name OsNovum.
2. The Board of Directors of this corporation duly adopted resolutions proposing to amend and restate the Certificate of Incorporation of this corporation
3. This Amended and Amended Article of Incorporation was approved by the holders of the majority shares of this corporation.

The Certificate of Incorporation of this corporation shall be amended and restated to read in full as follows:

#### **Article 1: Name, Purpose, Registered Agent**

- 1.1 Name.** The name of this corporation is OsNovum (referred to as the "Corporation").
- 1.2 Purpose.** The nature and purpose of the business is to engage in any lawful act or activity for which corporations may be organized under the laws of Wyoming.
- 1.3 Registered Agent.** The address of the registered agent of the Corporation in the State of Wyoming is 1910 Thomes Ave, Cheyenne, Wyoming 82001. The name of its registered agent at such address is InCorp Services, Inc.

#### **Article 2: Definitions**

- 2.1** Capitalized terms shall have the meaning set forth within this Agreement. Any Capitalized terms not defined elsewhere in this Agreement shall have its ordinary meaning.

#### **Article 3: Authorized Shares**

- 3.1 Classes of Stock.** The Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares which the Corporation is authorized to issue is 520,000 shares, each with a par value of \$50 per share. 480,000 shares shall be Common Stock and 20,000 shares shall be Preferred Stock.

#### **Article 4: Rights, Preferences, Privileges, And Restrictions Of Stock**

- 4.1 Preferred Stock.** The Preferred Stock authorized by this Amended and Amended Article of Incorporation (referred to as the "Amended Article") may be issued from time to time in one or more series. The first series of Preferred Stock shall be designated "Series Seed Preferred Stock" and shall consist of 20,000 shares. In each subsequent series, the Preferred Stock shall have the same terms, rights,

powers, preferences, qualifications, and limitations, as stated or expressed in this Amended Article of Incorporation.

**A. Dividends.** The holders of Series Seed Preferred Stock shall be entitled to dividends per share of Series Seed Preferred Shares of an amount equal to 6% per year of the Stated Value on each outstanding share of Series Seed Preferred Stock (referred to as the “Preferred Dividends”). For purposes of this Section, the term “Stated Value” shall mean \$50 per share of Series Seed Preferred Shares but may be adjusted pursuant to Section 4.1(E) below.

**1. Mechanics of the Preferred Dividend.**

- a.** The Preferred Dividends are payable quarterly only if declared by the Board of Directors.
- b.** The Preferred Dividends shall be paid out of any funds legally available for the purpose of payment of the declared dividends.
- c.** The Preferred Dividends shall be paid prior and in preference to any declaration or payment to the holders of Common Stock (unless the dividend declared by the Board of payable in Common Stock or other securities and rights convertible into or entitling the holder thereof to receive, directly or indirectly, additional shares of Common Stock of the Corporation- provided that an adjustment to the respective Conversion Price of such other securities has been made in accordance with 4.1(E) below)
- d.** The Preferred Dividends shall not be cumulative. After payment of such dividends, any additional dividends shall be distributed among the holders of Series A Preferred Stock and Common Stock pro-rata based on the number of shares of Common Stock then held by each holder (assuming conversion of all such Preferred Stock into Common Stock).
- e.** Unless the Preferred Dividends for all past dividend periods (i.e. each fiscal quarter) and the then-current dividend period have been paid or declared and an amount is set aside for the payment thereof, then:
  - (i)** No dividend whatsoever shall be paid or declared, and no distribution shall be made, on any Common Stock (unless the dividend declared is payable solely in Common Stock or other securities and rights convertible into or entitling the holder thereof to receive, directly or indirectly, additional shares of Common Stock), and
  - (ii)** no shares of Common Stock shall be purchased, redeemed, or acquired by the Corporation, and no funds shall be paid into or set aside or made available for a sinking fund for the purchase, redemption, or acquisition thereof. This provision shall not apply to the following:
    - the repurchase of shares of Common Stock held by certain persons that are subject to restrictive stock purchase agreements under which the Corporation has the option to repurchase such shares at cost upon the occurrence of certain events, such as the termination of employment. The certain persons described herein include, without limitation, employees, officers, directors, consultants or other persons performing services for the Corporation or any wholly-owned subsidiary (including, but not limited to, distributors and sales representatives, or

- any other repurchase or redemption of Common Stock or Preferred Stock approved by the holders of Preferred Stock of the Corporation

f. The Preferred Dividends may be subject to the rights of subsequent series of Preferred Stock that may be authorized and issued from time to time.

**B. Liquidation Preference.** Upon voluntary or involuntary liquidation, dissolution, or winding up of the Corporation (each referred to as “Liquidation”), the holders of Series Seed Preferred Stock shall be paid out of the funds and assets available for distribution to its stockholders in an amount per share equal to the greater of (1) the Stated Value per share for such share of Preferred Stock, plus any dividends declared but unpaid thereon, or (2) such amount per share as would have been payable had all shares of Preferred Stock been converted into Common Stock immediately before such Liquidation.

**1. Priority.** the holders of Series Seed Preferred Stock then outstanding shall have priority and must be paid before any payment shall be made to the holders of Common Stock.

**2. Insufficient Funds.** If, in connection with any distribution described in this Section, the assets and funds thus distributed among the holders of the Series Seed Preferred Stock shall be insufficient to permit the payment to such holders of the full aforesaid preferential amounts, then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of Series Seed Preferred Stock in proportion to the preferential amount each such holder is otherwise entitled to receive.

**3. Certain Dispositions.**

**a. Deemed Liquidation Event.** For purposes of this Section, a liquidation, dissolution or winding up of the Corporation shall be deemed to occur (and referred to as a “Deemed Liquidation Event”) if the Corporation shall:

- (i) dispose of all or substantially all of its property or business through the sale, conveyance, lease, exclusive licensing, or otherwise, or
- (ii) merge with or into or consolidate with any other corporation, limited liability company, or other entity (other than a wholly-owned subsidiary of the Corporation),

**b.** Notwithstanding the foregoing, none of the following shall be considered a Liquidation:

- (i) a merger effected for the purpose of changing the domicile of the Corporation,
- (ii) an equity financing in which the Corporation is the surviving corporation,
- (iii) a transaction in which the stockholders of the Corporation immediately before the transaction own 50% or more of the voting power of the surviving corporation (or, if the surviving corporation is a wholly-owned subsidiary of another corporation immediately following such transaction, the parent corporation of such surviving corporation) following the transaction, or
- (iv) any transaction that is deemed not to constitute a Deemed Liquidation Event by the vote or written consent, of at least a majority of the then-outstanding shares of Preferred Stock.

**c. Valuation of Consideration.** If the consideration of a Deemed Liquidation Event received by the Corporation is other than cash, the value of such property, rights, and/or securities shall be determined in good faith by the Board.

**4. Limitation.** The Liquidation Preference and the rights in this Section may be subject to the rights of subsequent series of Preferred Stock that may be authorized and issued from time to time.

**C. Redemption Rights.** The Preferred Stock is not redeemable.

**D. Voting Rights.** Except for the Preferred Stock “Protective Provisions” as set forth in this Section 4.1(D)(2), or as provided by the Act, the holders of Preferred Shares shall not be entitled to vote on any matter presented to the stockholders of the Corporation.

The holders of record of the shares of Series Seed Preferred Stock shall not be entitled to elect a director of the Corporation.

**2. Preferred Stock Protective Provisions.** At any time when at least 25% of the initially issued shares of Preferred Stock remain outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Amended Article) the written consent or affirmative vote of the Requisite Holders, given in writing or by vote at a meeting, consenting, or voting (as the case may be) separately as a single class:

- a.** alter the rights, powers or privileges of the Preferred Stock set forth in the Amended Article or Bylaws, as then in effect, in a way that adversely affects the Preferred Stock;
- b.** increase or decrease the authorized number of shares of any class or series of capital stock;
- c.** authorize or create (by reclassification or otherwise) any new class or series of capital stock having rights, powers, or privileges set forth in the certificate of incorporation of the Corporation, as then in effect, that are senior to or on a parity with any series of Preferred Stock;
- d.** redeem or repurchase any shares of Common Stock or Preferred Stock (other than pursuant to employee or consultant agreements giving the Corporation the right to repurchase shares upon the termination of services pursuant to the terms of the applicable agreement);
- e.** declare or pay any dividend or otherwise make a distribution to holders of Preferred Stock or Common Stock;
- f.** increase or decrease the number of directors of the Corporation;
- g.** liquidate, dissolve, or wind-up the business and affairs of the Corporation, effect any Deemed Liquidation Event, or consent, agree or commit to do any of the foregoing without conditioning such consent, agreement or commitment upon obtaining the approval required by this Section.

**E. Conversion Rights.** The Holder of Series Seed Preferred Stock have the following conversion rights:

**1. Right to Conversion.** Each share of Series Seed Preferred Stock shall be convertible into Common Stock, at the option of the holder. The Preferred Stock Holder may convert its Preferred Stock at any time after the date of issuance of such shares. The Preferred Stock Holder need not pay any additional consideration for such conversion.

**2. Conversion Ratio.** The determination of Common Stock the holder of Preferred Stock shall receive upon conversion, The Original Issue Price (\$50) must be divided by the Conversion Price for that series of outstanding Preferred Stock. The Conversion Price (and Ratio), is subject to the adjustments set forth below.

For purposes of this provision, The initial Conversion Price per share shall be \$50 for shares of Series Seed Preferred Stock. The Conversion Ratio is thus 1:1. Such initial Conversion Price and Conversion Ratio shall be subject to adjustment as set forth in this Section 4.1(D)(8).

**3. Termination of Conversion Rights.** Termination of Conversion Rights. Subject to applicable provisions of this Amended Article, in the case of a Contingency Event (described below), or upon Liquidation, the Conversion Rights will terminate at the close of business on the last full day preceding the date fixed for the first payment of any funds and assets distributable on such event to the holders of Seed Series Preferred Stock.

**4. Automatic Conversion.** Upon either (a) the closing of the sale of shares of Common Stock to the public in a firm-commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended or (b) the date and time, or the occurrence of an event, specified by vote or written consent of the Requisite Holders at the time of such vote or consent, voting as a single class on an as-converted basis, all outstanding shares of Preferred Stock will automatically convert into shares of Common Stock, at the applicable ratio described above (as may be adjusted from time to time in accordance with this Section). Upon such conversion, such shares may not be reissued by the Corporation.

**5. Fractional Shares.** No fractional shares of Common Stock will be issued upon conversion of the Preferred Stock, and the number of shares of Common Stock to be issued shall be rounded down to the nearest whole share. In place of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair market value of a share of Common Stock as determined in good faith by the Board. Whether or not fractional shares would be issuable upon such conversion will be determined based on the total number of shares of Preferred Stock the holder is at the time converting into Common Stock and the aggregate number of shares of Common Stock issuable upon such conversion.

**6. Effect of Conversion.** All shares of Preferred Stock that shall have been surrendered for conversion as provided in this Amended Article shall no longer be deemed to be outstanding and all rights concerning such shares will immediately cease and terminate at the time of conversion. Notwithstanding the foregoing, the holder of Preferred Stock shall be entitled to (i) receive shares of Common Stock in exchange for the Preferred Stock, (ii) to receive payment in place of any fraction of a share otherwise issuable upon such conversion as provided in Section, and (iii) to receive payment of any dividends declared but unpaid thereon. Any shares of Preferred Stock so converted shall be retired and canceled and may not be reissued.

**7. Mechanics of Conversion.**

**h. Surrender.** To convert shares of Preferred Stock into shares of Common Stock, a holder of Preferred Stock shall surrender the certificate(s) for the shares of Preferred Stock, at the office of the transfer agent, or the principal office of the Corporation.

**i. Notice.** A holder of Preferred Stock shall deliver with said certificate(s) written notice that the holder elects to convert all or any number of the shares of the Preferred Stock represented by the certificate or certificates and, if applicable, any event on which the conversion is contingent (a “*Contingency Event*”). The conversion notice must state the holder’s name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Common Stock to be issued.

**j. Endorsement.** If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in a form reasonably satisfactory to the Corporation, duly executed by the registered holder or such holder’s attorney duly authorized in writing.

**k. Time of Conversion.** The time of conversion shall be at the close of business on the date of receipt of the certificates and written notice by the transfer agent or by the Corporation (or if later, the date on which all Contingency Events have occurred), and the shares of Common Stock issuable upon conversion of the shares represented by such certificate shall be deemed to be outstanding of record as of such time.

**l. Rights of the Stockholder Upon Conversion.** The Corporation shall, as soon as practicable after the time of conversion, (i) issue and deliver to the holder, or to the holder’s nominees, a certificate or certificates for the number of full shares of Common Stock issuable upon the conversion in accordance with the provisions of this Amended Article and a certificate for the number (if any) of the shares of Preferred Stock represented by the surrendered certificate that was not converted into Common Stock, (ii) pay in cash such amount as provided in this Section in place of any fraction of a share of Common Stock otherwise issuable upon such conversion and (iii) pay all declared but unpaid dividends on the shares of Preferred Stock converted.

**8. Conversion Price Adjustments.** The Conversion Price of the Preferred Stock shall be subject to adjustment from time to time as follows:

**a. Stock Splits.** If the Corporation at any time after the date on which the first share of a series of Preferred Stock is issued by the Corporation (such date referred to herein as the “Original Issue Date” for such series of Preferred Stock) effects a subdivision of the outstanding Common Stock, the Conversion Price for each series of Preferred Stock in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of that series will be increased in proportion to the increase in the aggregate number of shares of Common Stock outstanding.

**b. Reverse Stock Splits.** If the Corporation at any time after the Original Issue Date for a series of Preferred Stock combines the outstanding shares of Common Stock, the Conversion Price for each series of Preferred Stock in effect immediately before the combination will be proportionately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this Section shall

become effective at the close of business on the date the subdivision or combination becomes effective.

**c. Certain Dividends and Distributions.** If the Corporation at any time after the Original Issue Date for a series of Preferred Stock fixes a record date for the determination of holders of Common Stock entitled to receive a dividend or other distribution payable on the Common Stock in additional shares of Common Stock, then and in each such event, the Conversion Price for such series of Preferred Stock in effect immediately before the event will be decreased as of the time of such issuance or, in the event a record date has been fixed, as of the close of business on such record date.

The Conversion Price will be so decreased by multiplying such Conversion Price then in effect by a fraction: (i) the numerator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of the issuance or the close of business on the record date, and (ii) the denominator of which is the total number of shares of Common Stock issued and outstanding immediately before the time of such issuance or the close of business on the record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution.

Notwithstanding the foregoing (i) if such a record date has been fixed and the dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, such Conversion Price shall be recomputed accordingly as of the close of business on such record date. Thereafter such Conversion Price shall be adjusted pursuant to this Section as of the time of actual payment of such dividends or distributions; and (ii) no such adjustment shall be made if the holders of such series of Preferred Stock simultaneously receive a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock that they would have received if all outstanding shares of such series of Preferred Stock had been converted into Common Stock on the date of the event.

**d. Other Dividends and Distributions.** If the Corporation at any time after the Original Issue Date for a series of Preferred Stock fixes a record date for the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock), then in each such event the Corporation shall make, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution to the holders of the Seed Series Preferred Stock in an amount equal to the amount of securities as the holders would have received if all outstanding shares of such series of Preferred Stock had been converted into Common Stock on the date of such event.

**e. Adjustment for Reclassification, Exchange, and Substitution.** If at any time after the Original Issue Date for a series of Preferred Stock the Common Stock issuable upon the conversion of such series of Preferred Stock is changed into the same or a different number of shares of any class or classes of stock of the Corporation, whether by recapitalization, reclassification, or otherwise (other than by a stock split or combination, dividend, distribution, merger or consolidation or regarding a Deemed Liquidation Event), then in any such event each holder of such series of Preferred Stock may thereafter convert such stock into the kind and amount of stock and other securities and property receivable upon such recapitalization, reclassification or other change by holders of the number of shares of Common Stock into which such shares of Preferred Stock could have been converted immediately prior to such recapitalization, reclassification or change.

**f. Adjustment for Merger or Consolidation.** If any consolidation or merger occurs involving the Corporation in which the Common Stock (but not a series of Preferred Stock) is converted into or exchanged for securities, cash, or other property, then the Corporation shall provide that each share of such series of Preferred Stock will thereafter be convertible (in place of the Common Stock) into the kind and amount of securities, cash, or other property which a holder of a series of Preferred Stock would have been entitled to if they had converted their shares into Common Stock immediately prior to the consolidation or merger.

In such case, the Corporation shall make appropriate adjustments (as determined in good faith by the Board) in the application of the provisions in this Section concerning the rights and interests thereafter of the holders of such series of Preferred Stock, to the end that the provisions set forth in this Section (including provisions concerning changes in and other adjustments of the Conversion Price of such series of Preferred Stock) shall thereafter be applicable, as nearly as reasonably may be possible, concerning any securities or other property thereafter deliverable upon the conversion of such series of Preferred Stock.

**g. No Further Adjustment.** Upon any conversion of shares of Preferred Stock, no adjustment to the Conversion Price of the applicable series of Preferred Stock will be made concerning the converted shares for any declared but unpaid dividends on such series of Preferred Stock or on the Common Stock delivered upon conversion.

**h. Certificate as to Adjustments.** Upon the occurrence of each adjustment or readjustment of the Conversion Price of a series of Preferred Stock pursuant to this Section, the Corporation at its expense shall, as promptly as reasonably practicable but not to exceed 15 days thereafter, compute such adjustment or readjustment in accordance with the terms of this Amended Article and give notice to the holders of such series of Preferred Stock (via electronic mail) setting forth the adjustment or readjustment (including the kind and amount of securities, cash, or other property into which such series of Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based.

The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of any series of Preferred Stock, but not exceeding 10 days thereafter, furnish or cause to be furnished to such holder a written statement setting forth (i) the Conversion Price of such series of Preferred Stock then in effect and (ii) the number of shares of Common Stock and the amount, if any, of other securities, cash, or property which then would be received upon the conversion of such series of Preferred Stock.

**9. Reservation of Stock Issuable Upon Conversion.** The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock such number of its shares of Common Stock as shall be sufficient to effect the conversion of all outstanding shares of such series of Preferred Stock.

If at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then-outstanding shares of such series of Preferred Stock, in addition to such other remedies as shall be available to the holder of such Preferred Stock, the Corporation will take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to the number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to this Amended Article.

**10. Notice of Record Date.**

**a. Timing of the Notice.** The Corporation shall send a notice at least 20 days before the earlier of the record date or effective date for the following events:

- (i) the Corporation takes a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon conversion of the Preferred Stock) to entitle or enable them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of the capital stock of any class or any other securities, or to receive any other security; or
- (ii) of any capital reorganization of the Corporation, any reclassification of the Common Stock of the Corporation, or any Deemed Liquidation Event;
- (iii) or of the voluntary or involuntary dissolution, liquidation or winding-up of the Corporation,

**b. Notice Requirements.** Upon the occurrence of the events set forth above, the Corporation shall send or cause to be sent to the holders of the Preferred Stock a written notice specifying:

- (i) the record date for such dividend, distribution, or right, and the amount and character of such dividend, distribution or right, or
- (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up (each a “Liquidation Event”) is proposed to take place, and
- (iii) the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon the conversion of the Preferred Stock) will be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property that will be deliverable upon such Liquidation Event;
- (iv) and the amount per share and character of such exchange applicable to the Preferred Stock and the Common Stock.

**c. Delivery of Notices.** Except as otherwise provided herein, any notice required or permitted to be given to a holder of shares of Preferred Stock must be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the Laws of Wyoming, and will be deemed sent upon such mailing or electronic transmission.

**B. Waiver.** Any of the rights, powers, privileges, and other terms of the Preferred Stock set forth herein may be waived prospectively or retrospectively on behalf of all holders of Preferred Stock by the affirmative written consent or vote of the holders of the Requisite Holders.

#### **4.2 Common Stock.**

**A. Dividend Rights.** The rights Holders of Common Stock to receive dividends, if and when declared by the Board of Directors is subject to the rights of holders of all classes of Preferred Stock at the time outstanding. If dividends are declared, the holders of the Common Stock shall be entitled to receive, out of any assets of the Corporation legally available therefor, the pro-rata share of the dividends based on the number of shares of Common Stock held by each such holder.

**B. Liquidation Rights.** In the event of any voluntary or involuntary liquidation, dissolution, winding up, or Deemed Liquidation Event of the Corporation, after the payment of all preferential

amounts required to be paid to the holders of shares of Preferred Stock (as provided in this Article 4 Section 4.1), the remaining funds and assets available for distribution to the stockholders of the Corporation will be distributed among the holders of shares of Common Stock, pro-rata based on the number of shares of Common Stock held by each such holder.

**C. Redemption.** The Common Stock is not redeemable.

**D. Voting Rights.** Voting. The Common Stock Holders are entitled to one vote for each share of Common Stock held at all meetings of stockholders (and written actions in place of meetings). Unless required by law, there shall be no cumulative voting.

The holders of record of the shares of Common Stock, exclusively and as a separate class, shall be entitled to elect 3 directors of the Corporation. Any additional directors, if required by the Corporation's Bylaws, will be elected by the affirmative vote of a majority of the Preferred Shareholders and Common Stock, voting together as a single class on an as-converted basis.

The directors elected by the holders of Common Stock may be removed from office at any time, with or without cause, but only by the affirmative vote of a majority of all the votes entitled to be cast by the holders of Common Stock.

The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by (in addition to any vote of the holders of one or more series of Preferred Stock that may be required by the terms of the Amended Article) the affirmative vote of the holders of the majority of all outstanding shares of capital stock of the Corporation entitled to vote.

## **Article 5: Preemptive Rights**

**5.1 No Preemptive Rights.** No stockholder of the Corporation has a right to purchase shares of capital stock of the Corporation sold or issued by the Corporation except to the extent that such a right may from time to time be set forth in a written agreement between the Corporation and the stockholder.

## **Article 6: Bylaw Provisions**

**6.1 Amendment of Bylaws.** Subject to any additional vote required by this Amended Article or bylaws of the Corporation, in furtherance and not in limitation of the powers conferred by statute, the Board is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws.

**6.2 Number Of Directors.** Subject to any additional vote required by this Amended Article, the number of directors of the Corporation will be determined in the manner set forth in the Bylaws.

**6.3 Ballot.** Elections of directors need not be by written ballot unless the Bylaws so provide.

**6.4 Meetings and Books.** Meetings of stockholders may be held within or without the State of Wyoming, or by phone or through virtual meeting spaces (such as Skype, Zoom, or other such software) as the Bylaws may provide. The books of the Corporation may be kept outside the State of Wyoming at such place or places as may be designated from time to time by the Board or in the Bylaws.

## **ARTICLE 7: DIRECTOR LIABILITY**

**7.1 Limitation.** To the fullest extent permitted by law, 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. If the General Corporation Law or any other law of the State of Wyoming is amended after approval by the stockholders of this Article 7 to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law as so amended. Any repeal or modification of the foregoing provisions of this Article 7 by the stockholders will not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation concerning any acts or omissions of such director occurring before, such repeal or modification.

**7.2 Indemnification.** To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any other persons to which General Corporation Law permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law.

**7.3 Modification.** Any amendment, repeal, or modification of the foregoing provisions of this Article IX will not adversely affect any right or protection of any director, officer or other agents of the Corporation existing at the time of such amendment, repeal or modification.

[Signature page follows]

IN WITNESS WHEREOF, this Amended and Restated Article of Incorporation has been executed by the Board of Directors of this corporation on October 15, 2020.

By: \_\_\_\_\_

Name: Dr. Gregory Steiner

Title: Chairman of the Board

By: \_\_\_\_\_

Name: Roslynn Steiner

Title: Director