UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

☒ Annual Report Pursuant to Section 13 or 15(D) of the Securities Exchange Act of 1934

for the fiscal year ended **December 31, 2021**

☐ Transition Report Under Section 13 or 15(D) of the Securities Exchange Act of 1934

for the transition period from _____ to _____

Commission File Number: **000-56379**

NEXT-CHEMX CORPORATION
(Exact name of small Business Issuer as specified in its charter)

Nevada	**32-0446353**
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)
1111 W 12th Street, #113 Austin, Texas	**78703**
(Address of principal executive offices)	(Zip Code)

Issuer's telephone number, including area code: **(512) 663-2690**

n/a
Former address if changed since last report

Securities registered under Section 12(b) of the Exchange Act:

Title of each Class	**Ticker Symbol**	**Name of each exchange on which registered**
None	None	None

Securities registered pursuant to section 12(g) of the Act: **Common Stock, par value $0.001**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the issuer (1) filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Check if there is no disclosure of delinquent filers in response to Item 405 of Regulation S-K contained in this form, and no disclosure will be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer ☐	Accelerated Filer ☐	Non-Accelerated Filer ☒	Smaller Reporting Company ☒ 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. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting fi rm that prepared or issued its audit report. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). ☐ Yes ☒ No

State the aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the price at which the common equity was last sold, or the average bid and asked price of such common equity, as of the last business day of the registrant's most recently completed second fiscal quarter (June 30, 2021)—$1,432,154.

State the number of shares outstanding of the registrant's $0.001 par value common stock as of the close of business on the latest practicable date (April 12, 2022): 27,385,437

Documents incorporated by reference: None.

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FORWARD LOOKING STATEMENTS

Forward-Looking Statements

This Annual Report on Form 10-K (the "Report"), including "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Item 7 contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 regarding future events and the future results of NEXT-ChemX Corporation and its consolidated subsidiaries (the "Company") that are based on management's current expectations, estimates, projections and assumptions about the Company's business. Words such as "expects," "anticipates," "intends," "plans," "believes," "sees," "estimates" and variations of such words and similar expressions are intended to identify such forward-looking statements. These statements are not guarantees of future performance and involve risks, uncertainties and assumptions that are difficult to predict. Therefore, actual outcomes and results may differ materially from what is expressed or forecasted in such forward-looking statements due to numerous factors, including, but not limited to, those discussed in, "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Item 7 and elsewhere in this Report as well as those discussed from time to time in the Company's other Securities and Exchange Commission filings and reports. In addition, such statements could be affected by general industry and market conditions. Such forward-looking statements speak only as of the date of this Report or, in the case of any document incorporated by reference, the date of that document, and we do not undertake any obligation to update any forward-looking statement to reflect events or circumstances after the date of this Report. If we update or correct one or more forward-looking statements, investors and others should not conclude that we will make additional updates or corrections with respect to other forward-looking statements.

PART I

ITEM 1. BUSINESS.

Corporate History and General Information

NEXT-ChemX Corporation formerly known as AllyMe Group, Inc. was organized on August 13, 2014, as a Nevada corporation under Chapter 78 of the Nevada Revised Statutes. The Company's principal office is located at 1111 W 12th Street, #113, Austin, TX. 78703.

During the 2021 financial year, and specifically on April 27, 2021, certain major changes were undertaken by the Company that have resulted in a change in the business, management, focus and long term strategy of the Company. Prior to April 27, 2021 the Company provided management services and consulting, however, the business was in decline for some time resulting in discontinuation of its business. From April 27, 2021 the business of the Company moving forward is to bring to market a certain novel extraction technology as further described below. The change of name, management and the Company's primary assets underlines these fundamental changes to the Business.

Effective April 27, 2021 (the "Closing Date"), the Company, entered into that certain Asset Purchase Agreement (the "Asset Purchase Agreement") with NEXT-ChemX Corporation, a private Texas company ("NEXT-ChemX"), in which the Company acquired certain intellectual property assets of NEXT-ChemX, specifically certain patents and patent applications, in exchange for the issuance of an aggregate of 23,844,448 shares of common stock of the Company (the "APA Issuance").

On April 27, 2021, the previous sole officer and director of the company, Zicheng Wang, resigned his positions with the Company. Upon such resignation Benton Wilcoxon was appointed as Chief Executive Officer, and Chairman of the Board, and J. Michael Johnson was appointed President, Treasurer and Secretary, and Director of the Company.

The Company qualifies as an "emerging growth company" as defined in the Jumpstart Our Business Startups Act which became law in April 2012. The definition of an "emerging growth company" is a company with an initial public offering of common equity securities which occurred after December 8, 2011, and has less than $1 billion of total annual gross revenues during last completed fiscal year.

Overview of the Business

The Company was originally formed to provide consulting services in China principally focused on the development of new-high-tech products marketing and retail sales using the name WeWin Group Corp this was changed, in December 2018, with Financial Industry Regulatory Authority ("FINRA") approval, to AllyMe Group, Inc. without any change to the then trading symbol ("WWIN").

On April 27, 2021, the Company acquired intellectual property assets from NEXT-ChemX Corporation, a private Texas corporation ("NEXT-ChemX TX"), including its patents and patent applications, related to a novel membrane-based ion extraction process ("Membrane Extraction Technology"), which is able to extract ions exiting in low concentrations from liquid solutions. It can be used to extract lithium from brine solutions, to extract fatty acids from vegetable oils as a superior refining process, to extract radioactive ions from nuclear waste waters, to extract specific metal ions from mining leach solutions and waste effluent, and to remove ions from seawater for desalination, among other things.

The Membrane Extraction Technology is the principal asset of the business. Membrane Extraction Technology is an Ion Extraction Technology based upon unique chemistry: by using the very high surface area of special "Hollow Fiber Membranes" we have proven the Membrane Extraction Technology to achieve the most effective extraction rates of ions existing in low concentrations in liquids. The Membrane Extraction Technology represents a radical new commercial approach to extraction technique. Rather than harnessing the osmotic process or sophisticated filtration techniques, electrolysis or simple evaporation, our Membrane Extraction Technology mimics nature's biophysical processes. In effect, by using these natural principals we have developed and, during 2021, proven the Company's ability to extract ions from a liquid solution at ambient temperatures and pressures even where ions exist in low concentrations.

Nature has evolved very efficient processes to extract ions from solutions and much of higher life biology is based on these principals. As a result, our Membrane Extraction Technology is effective and efficient without using high pressures, high temperatures, or electrolysis. In contrast to existing methods, our Membrane Extraction Technology uses very little energy, does not disrupt the balance of the natural water cycle through wide scale evaporation and only extracts what is targeted and generates much less waste. Sustainable processes are those that do not disrupt the natural cycles when they operate to make change and do not deplete finite resources to drive their process; we believe that by only removing specific ions from targeted solutions leaving the remaining solution unchanged, we provide a sustainable and "surgical" means of concentrating materials from solutions, refining and improving liquids and oils and cleaning or decontaminating the environment.

During the course of 2021 and into 2022, we have been and continue to adapt our extraction technology to specific ions. Given the wide area of application of the Membrane Extraction Technology, the Company plans to focus on certain core target areas before turning to other sectors. These are:

- Lithium Extraction from Natural Brines, Geothermal Wells, or Leach Solutions;
- Extracting Fatty Acids from Vegetable Oils for More Economical Refining; and
- Extracting of Radioactive Ions from Nuclear Plant Stored Water.

In particular we have targeted the extraction of lithium from naturally occurring brines and geothermal sources. In the design of our lithium extraction process, we have developed a system for extracting many of the valuable naturally occurring additional ions in the solutions that yield lithium. We believe that this approach to isolating different elements during extraction will yield potential additional revenues or improve the environment by reducing or eliminating unwanted ions including contamination. The resulting process will generate better more efficient extraction with the minimal disruption to the environment. Moreover, most of the water resources can be returned to the aquifers or lakes from which they were drawn. In 2021, we began a process of collaboration and hiring of experts to focus on the design and engineering of our own Hollow Fiber Membranes. Work is underway and will continue through 2022 to engineer commercially operating Modules containing optimized surface area square meterage to give the most efficient extraction for targeted ions. We plan to supply scalable Extraction Plants in 40' containers which have an optimal number of modules for each process. These container systems will be located at the customer extraction sites. Our revenue model is to provide the extraction service for either a tolling fee or under a cost savings revenue sharing model.

The Company is pursuing an aggressive intellectual property protection strategy. The Company has engaged the Navitas Intellectual Property Group LLC of Denver, Colorado for its international intellectual property requirements. This group is headed by Michael D. McIntosh and David F. Dockery, both highly specialized chemical processing and material science patent attorneys. Navitas is working closely with the Company's research and development team to identify processing, materials and markets to pursue patent protection. In turn, Navitas works with the Company's management to identify regions of the world to pursue desired protection. In 2021 the Company filed for patent protection for novel aspects of its Lithium recovery developments. Additional patent applications are currently in progress dealing with oil purification, further aspects of Lithium processing and recovery, metals recycling and other developments. Company is also focusing on novel membrane characteristics, production and uses. Details of these applications are confidential until published pursuant to international patent publication requirements.

In mid-June of 2021, the Company opened its development facility in Illinois under the direction of the inventing scientist of our Membrane Extraction Technology. At this laboratory facility, lab equipment was acquired, and chemical engineers were recruited to set up laboratory test systems to extract certain elements, such as low concentrations of lithium from liquids. The testing allowed us to determine preliminary dynamics of extraction to support the preparation of additional intellectual property protection strategy. Minimal necessary laboratory equipment was acquired due to our modest financial capabilities as well as various hollow fiber modules to test which commercially available hollow fiber membranes in packages modules would work with our process.

Lithium Extraction

After some months testing, the successful extraction of lithium it was determined we should use a custom hollow fiber to achieve better results. In Q4 of 2021, we began the design and production of custom made hollow fibers and testing was successful. The results exceed our original projections.

Looking forward to 2022, the Company plans to set up its own production of proprietary custom hollow fibers as well as a customizing the packaging into specially designed modules for our unique applications. This strategy will be pursued as a primary goal through 2022.

Vegetable Oil Refining.

In September and through Q4 of 2021, successful testing was done on the removal of fatty acids from vegetable oils as well as various glycerides that are present in biodiesels which are difficult to remove. The Company has already received expressions of interest in this new technology for extraction, in a market where conventional methods are often environmentally unfriendly and inefficient, resulting in higher production costs.

Removal of Radioactive Contamination:

In 2021 discussions were held in Ukraine to secure materials at a controlled location to test the extraction of radioactive ions stored as liquids from nuclear plants. This plan is currently suspended due to the current invasion of Ukraine by Russian forces.

Essential to the success of the commercialization process is the hiring of a successful management team. During the course of 2021 and subsequently, we have added certain key expertise to the central management team as well as to the staff of the organization. This process will continue during 2022 as the Company anticipates adding a new facility for the finalization of the manufacturing process for the commercial customer trial plants and commercial deployment.

The general process of commercialization of any physically embodied technology from its theoretical proposal to its successful commercialization can be described as follows: initially the technology must be demonstrated as novel and viable; this is usually done in a laboratory and demonstrates its practical application. At the end of this process, the technology can be said to be proven. Once proven, laboratory pilot plants or systems are developed to prove and measure the operational capabilities, documenting process variations and the effects of adjustments and modifications. Process control systems are introduced and quality measurement points and processes are developed. At this stage, the process kinetics are examined in depth, and variables are identified and documented with process controls and modifiers defined. In addition, initial commercial cost and operational data is collected to finalize a proposed commercial viability analysis. Practical testing is done preferably with some customer materials and involvement. From laboratory pilot we will move to commercial pilot plant. This involves using the laboratory pilot to design the most efficient system for commercial deployment and testing. Real-world efficiencies are measured and parameters adjusted to deployed operational conditions. Commercial data is collected to finalize the commercialization model. The final phase is commercial deployment.

In this process it is difficult to identify the time taken to move from one phase to another and the phases are not always clear cut. There is no defined moment at which one invests in a new phase of development and this is usually a matter of judgement influenced by pressure to bring the product to market, funding, competition, staff expertise and numerous other factors. This makes it critical to have a good management team that is incentivized and motivated.

In the Company's estimation, as at December 31, 2021 our Membrane Extraction Technology is a proven technology and we are well into the Laboratory Pilot phase. We have proven the extraction rates, and the ability of the Membrane Extraction Technology to operate effectively. We have added expertise in pilot plant design and configuration as well as in the development of hollow fiber membranes. We anticipate that we will complete the Laboratory Pilot phase and move to commercial testing during the course of 2022.

The Company is currently in the early stages of its development and there is no guarantee that it will be successful at any time in the near future or ever.

Initial Company Funding

Prior to the conclusion of the April 27, 2021 Asset Purchase Agreement, the Company's funding was provided by equity investment by certain parties resident in China and on a loan basis by related parties and customers and through the sales of Company stock in China.

Since the refocus of the Company's business following April 27, 2021, the Company has raised $587,500 from a total of 13 investors by issuing a one year convertible note paying 8% interest payable on expiry or conversion of the notes; these notes, and their interest if so elected, are convertible into common stock at $0.75 per share. This issuance closed on November 11, 2021 with a Regulation D filing.

Additionally, $85,000 was raised in the 4th quarter 2021 through the issuance of convertible notes on the same terms, except that the principal and interest are convertible into common stock at $1.00.

One member of the management team provided loans of $23,900 as promissory notes. When due, the interest on the notes was waived; one note for US$3,000 was repaid and one note for $15,000 was converted into a convertible note on the same terms as the other convertible notes, but with the principal and interest convertible into common stock at $1.00. Of the remaining 2 promissory notes, one for $2,500 pays interest at 5% and the second for $3,400 pays no interest. It is anticipated that these notes will be repaid in 2022.

Funding has been utilized to acquire of certain critical equipment and testing materials, as well as to cover the general and administrative expenses of the Company (primarily associated with being a US reporting company) and to provide working capital.

Capital Formation

NEXT-ChemX Corporation Shareholders Equity Capital Formation.

Events prior to April 27, 2021

The Company was formed on August 13, 2014, with no capital. Thereafter, on November 5, 2015, the Company issued 6,000,000 shares of founder's capital to Gulmira Makhutova at $0.001 per share for an aggregate of $6,000. In the year ended December 31, 2016, the Company issued an additional 2,620,000 shares of its common stock to 29 shareholders at $0.01 per share for total proceeds of $26,200.

On July 17, 2018 Zilin Wang purchased 8,618,000 shares of Company Common Stock from Yonghua Kang (as representative of the seller). The shares purchased in this transaction represented 99.98% of the then issued and outstanding shares of the Company.

In September 2018, the Company sold an additional 212,060 shares of Company Common Stock to 44 Chinese investors at prices ranging from $0.05 per share to $1.00 per share. This offering netted proceeds of $23,770. These shares were not physically issued until October 8, 2018.

In December 2018, the Company sold an additional 112,000 shares of Company Common Stock to 16 Chinese investors at prices ranging from $0.05 to $1.00 per share for total proceeds of $59,500. These shares were issued on December 28, 2018. 40,000 of these shares were issued under the Company's 2018 Employee, Director and Consultant Stock Plan and were registered on Form S-8.

In 2019, the Company sold an additional 12,131 shares of Company Common Stock to a third party at an average price of $1.88 per share.

In 2020, the Company sold an additional 2,798 shares of Company Common Stock to a third party at an average price of $1.10 per share.

Events on and after April 27, 2021

As at April 27, 2021, the Company had 8,958,989 shares of common stock issued and outstanding. On that date, pursuant to a stock purchase agreement, Zilin Wang, the then majority shareholder of the Company, sold 8,618,000 shares of common stock of the Company representing 96.2% of the outstanding shares, to Arastou Mahjoory and Kenneth Mollicone, each an accredited investor, in equal parts. In support of that transaction, Messrs. Mahjoory and Mollicone also entered into stock purchase Agreements with several minority shareholders to acquire an additional 322,989 shares of common stock of the Company. These minority shareholders together held an additional 3.61% of the common stock of the Company prior to April 27, 2021.

Following the sale of shares by Zilin Wang to Messrs. Mahjoory and Mollicone, cancelled an aggregate of 5,418,000 shares of common stock of the Company.

Additionally, effective April 27, 2021, the Company entered into an Asset Purchase Agreement (the "Asset Purchase Agreement") with NEXT-ChemX Corporation, a private Texas company ("NEXT-ChemX"), in which the Company acquired certain intellectual property assets of NEXT-ChemX, specifically certain patents and patent applications, in exchange for the issuance of an aggregate of 23,844,448 shares of common stock of the Company (the "APA Issuance").

Also effective from April 27, 2021, the previous sole officer and director of the company, Zicheng Wang, resigned his positions with the Company. Upon such resignation the shareholders appointed Benton Wilcoxon as Chief Executive Officer and Chairman of the Board, and J. Michael Johnson as President, Treasurer and Secretary, and as a director of the Company.

As of December 31, 2021, an aggregate of 27,385,437 shares are issued and outstanding. This reflects the APA Issuance, which results in NEXT-ChemX holding approximately 87.07% of the issued and outstanding shares of Common Stock of the Company. As such NEXT-ChemX is able to unilaterally control the election of our board of directors, all matters upon which shareholder approval is required and, ultimately, the direction of our Company. Also, after giving effect to the acquisition and cancellation of shares by Messrs. Mahjoory and Mollicone will each hold 6.44% of the issued and outstanding shares of Common Stock in the Company.

During the course of 2021, the Company raised a total of $687,500 from the issuance of a total of 16 convertible notes each paying an annual interest of 8% and due or convertible in 12 months. Interest on all the notes is due or convertible into shares at the end of the note period. As at December 31, 2021 a total of $22,767 of interest had accumulated on these notes. All the notes were issued to private individuals including one issued to a related party member of management. The conversion rate for the first 13 notes issued in 2021 was fixed at $0.75. The final 3 conversion notes were issued with an increased conversion rate of $1.00. In the event that all the convertible notes were converted at their rates of conversion, this would lead to an additional 883,338 shares issued. If the interest payments due at the end of the note term was all converted this will lead to a further issuance of 70, 626 shares.

During the course of 2021, the Company has not been operating with sufficient funds. This has resulted in the management team deferring the payment of salary and there being inadequate resources to pursue the opportunity presented by the Membrane Extraction Technology at optimal speed. Following December 31, 2021, the Company will require additional funding for ongoing operations and to complete its program as planned. There is no guarantee that we will be able to raise any additional capital and as of December 31, 2021 the Company had no current arrangements for any such financing.

Risks and Uncertainties Facing the Company

No Revenues:

Since the changes to the business that resulted from the April 27, 2021 Asset Purchase Agreement, the Company has had no revenues which have been derived from its business.

As an early-stage company, the Company expects to experience losses in the near term. The Company needs to generate revenue or locate additional financing in order to continue its developmental plans. There is no guarantee that the Company will be able to identify sufficient numbers of customers to generate enough revenues to continue operations or proceed with developing its business in accordance with its business plan.

One of the biggest challenges facing the Company will be in securing adequate capital to fund its projects, including securing adequate capital to pay for operations and hiring service providers. Secondarily, a major challenge will be implementing effective sales and marketing strategies to reach the intended end customers. The Company has considered and devised its initial sales, marketing and advertising strategy; however, the Company will need to skillfully implement this strategy in order to achieve success in its business.

Human Capital Resources:

The area of development of the Membrane Extraction Technology is novel and highly specialized both its process and in the construction of machinery and equipment necessary to commercialize the technology. There are a limited number of experts that are capable of understanding or working in the field. Many of these experts are not resident in the US and will require visas to commence working with the Company. There is no guarantee that the Company can find adequate numbers of such personnel, attract them to work for the Company, secure their right to work in the US at the Company's offices or retain them. This may inhibit the growth of the Company. Moving forward, additional personnel will be required to complete the commercialization of the Membrane Extraction Technology and while more readily available, there is no guarantee that the Company will be able to secure sufficient of the right resources to pursue its goals. While the Company is too young to have seen what impact the COVID-19 pandemic could have had on its business operations, it is increasingly anticipated that there will be other pandemics of a similar nature or with a similar disruptive effect. The advent of one or more of such crisis and the resulting lock-downs or trade and travel restrictions may have a serious effect on the business, more so since the Company is launching its commercialization and the path to profitability must be entirely negotiated, with the creation of production facilities, organization of supply lines and distribution and securing of regular business. In the event of another pandemic or similar disruption, the Company may be worse effected than established businesses.

Environmental:

The Membrane Technology is considered by Management to be a clean technology that will remove a number of polluting and non-sustainable technologies currently operating in the environment. There may be certain issues with regards to the manner in which the technology is deployed or the disposal and recycling to the final units that is not yet known that may have an adverse impact on the environment and this may cause legislative changes that inhibit the manner in which the Company intends to carry out its business or to sell its products. In addition, the units will use certain materials, including thermoplastic materials, which are currently the subject of legislative efforts to reduce, eliminate or require recycled material use; it is unlikely that the company can use recycled materials or substitute certain elements of its technology with alternative materials, without incurring considerable expense and time and this may have an adverse effect on the business.

Cybersecurity:

There is a general increase in cybersecurity incidents and data misuse. As a Company with new technology, the Company may be a significant target of attack by competitors, foreign governments and other interested parties. As the knowledge of the Company's Membrane Extraction Technology becomes more widely known there is a significant risk of an attempt to gain access to the Company's confidential information that could potentially result in a loss of markets and control on the commercialization process. Such a loss might potentially cripple the company's ability to carry on its business in the way it plans.

Material Sources and Supply Chain Disruptions:

At present the Company is still finalizing the development of its Membrane Extraction Technology systems and while it is difficult to assess the final supply chain and material resourcing, the inability to source materials or to manufacture components may force the Company to design its system with regard to supply chain issues rather than full optimization and once supply chains are established wars, embargos, pandemics and natural disasters may have an adverse effect on the ability of the Company to produce in adequate quantities due to disruption.

Regulatory Issues:

The different potential areas of application for the Membrane Extraction Technology are diverse. Some fields of application have a more controlling regulatory environment than others. Lithium extraction is becoming more controlled in countries where it is mined due, among other factors, to the enormous disruption of water resources and environmental hazard. Changes to regulations may make the introduction of a new technology more difficult by creating additional barriers. The same applies in the field of the refining of oils for human consumption. The heavy regulatory environment may delay the introduction of the Membrane Extraction Technology. Changes and potential changes in laws, regulations, policies and also political leadership may result in increased difficulties in bringing the Membrane Extraction Technology to market.

COVID-19 Pandemic.

In December 2019, an outbreak of a novel strain of coronavirus (COVID-19) originated in Wuhan, China, and has since spread to a number of other countries. On March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic. Several countries around the world, including the United States, have taken steps to restrict travel which has and may continue to restrict the flow of labor and products and impede the travel of personnel, may impact our ability to conduct normal business operations, which could adversely affect our results of operations and liquidity. Disruptions to our business operations, or to our vendors' or customers' business operations, could include disruptions from the closure of facilities or the ability to travel. If a critical number of our employees or consultants become too ill to work, or we are not able to access sufficient human resources due to enforced office closures, our ability to conduct our business could be materially adversely affected in a rapid manner. Similarly, if our customers experience adverse business consequences due to COVID-19, or any other, pandemic, demand for our services could also be materially adversely affected in a rapid manner. Global health concerns, such as COVID-19, could also result in social, economic, and labor instability in the countries and localities in which we or our vendors and customers operate. Any of these uncertainties could have a material adverse effect on our business, financial condition or results of operations.

Competition

The Company encounters substantial competition from a wide variety of entities in both of its business lines, most of which is from companies which are better capitalized than the Company. Many of these entities will have significantly greater experience, resources and managerial capabilities than the Company and will therefore be in a better position than the Company to obtain access to attractive business opportunities. The actions of these companies to exclude or interfere with the Company's Business may have an adverse effect on the Business.

Employees

As of December 31, 2021, the Company had 8 full time employees.

ITEM 1A. RISK FACTORS

Smaller reporting companies are not required to provide the information required by this item .

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES.

As of December 31, 2021, the Company did not own any properties. In mid-June, 2021, the Company entered into a one-year renewable lease of a laboratory facility at EnterpriseWorks in Champaign, Illinois.

ITEM 3. LEGAL PROCEEDINGS

As of December 31, 2021, the Company was not a party to any pending or threatened legal proceedings.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II.

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY; RELATED STOCKHOLDER MATTERS AND SMALL BUSINESS ISSUER PURCHASES OF EQUITY SECURITIES

Market for Registrant's Common Equity

The Company, then known as WeWin Group Corp became subject to Securities Exchange Act Reporting Requirements in April 2016. The symbol "WWIN" was initially assigned for its securities. On December 18, 2018, FINRA approved the change of the Company's name from WeWin Group Corp to AllyMe Group, Inc. On July 23, 2021, the Company filed a Certificate of Amendment to its Certificate of Incorporation with the Secretary of State of the State of Nevada effecting a name change of the Company to NEXT-ChemX Corporation. The name change, along with the Amended Articles became effective on July 28, 2021, following compliance with notification requirements of the FINRA. The new trading symbol is CHMX.

There has never been any liquid market for or trading in our stock. Since April 27, 2021, and the changes in ownership of the Company's shares, the majority of the stock has been restricted for sale and this has inhibited the development of a liquid market for the Company's stock. As a result of these events and the restrictions placed on the sale of stock, the market has recorded changes from $4.90 per share up to $70 per share and closing on December 31, 2021 at $9.02; during the same period, however, the Company was raising money by issuing convertible notes with a conversion price of $0.75 increasing in Q4 2021 to a $1.00 conversion. When in late April 2022, approximately 12 percent of the Company's stock is available for trading, it is anticipated that the share price for the Company's stock will stabilize and the liquidity will increase. The Company plans to raise funds for its operations during the course of 2022 that will also affect the liquidity and trading in the Company's stock. There can be no assurance that a highly-liquid market for our securities will ever develop.

Options and Warrants

In 2018, the Company adopted an option plan for the benefit of the employees, consultants and directors known as the 2018 Employee, Director and Consultant Stock Plan (the "2018 Plan"). Under this Plan a total of 40,000 stock options were issued as at December 31, 2020. The 2018 Plan was terminated on September 14, 2021 by the decision of the majority of the Shareholders of the Company. No shares were issued under the 2018 Plan in 2021. As at December 31, 2021, there are no outstanding options issued under the 2018 Plan.

On September 14, 2021, the Company obtained written consent of the holders of the majority of the voting power of the Company's capital stock approving the adoption of the Company's 2021 Stock Incentive Plan (the "2021 Plan"). The Plan allows the Company to grant incentive stock options, nonqualified stock options and restricted stock awards to officers, directors, employees and consultants of the Company during the period of 5-years from the effective date of the plan. As at December 31, there were 3,000,000 shares of common stock of the Company reserved for issuance under the Plan. As at December 31, 2021 and no shares had been issued under the 2021 Plan.

The 2021 Plan calls for the Board of Directors of the Company to appoint and maintain as administrator of the Plan a Committee consisting of two or more directors that qualify as independent, non-employee or outside directors. The Committee has not yet been formed. For as long as the Committee is not formed, the Board may issue options under the 2021 Plan except that no options may be issued to the four most highly paid employees until such time as the Committee is formed.

No Option may be issued for a period of more than five (5) years. The purchase price of each share of stock purchasable under an Incentive Option shall be determined by the Committee or Board at the time of grant, but shall not be less than 100% of the closing price on the final trading day immediately prior to the grant of the incentive option.

Options shall normally vest and become exercisable in equal amounts on each fiscal quarter of the Company through the four (4) year anniversary of the date of grant. Under certain circumstances defined in the 2021 Plan the vesting may be accelerated.

In principal, Options are not transferable and may be exercised solely by the Optionee during his lifetime or after his death by the person or persons entitled thereto under his will or the laws of descent and distribution. The Committee or Board of Directors may allow certain exceptions to this rule defined in the 2021 Plan.

The present Description of the 2021 Plan which records certain important features only is entirely qualified by the terms of the 2021 Plan which is attached as an Exhibit hereto.

Notes Payable – Related Party

In support of the Company's efforts and cash requirements, the Company has also relied on advances from related parties until such time that the Company can support its operations or attain adequate financing through sales of its equity or traditional debt financing. There is no formal written commitment for this continued support. Amounts represent advances that, since April 27, 2021 are supported by promissory notes, however, interest payments have to date been consistently waived by the related party creditors.

As of December 31, 2020 and 2021, the amounts outstanding were $59,895 and $20,900. The amounts due to J. Michael Johnson are divided into 2 categories: promissory notes totaling $5,900 and one convertible note of $15,000 convertible into shares at a conversion rate of $1.00 per share.

	December 31, 2020	December 31, 2021
Zilin Wang	$ 59,895	$ -
J. Michael Johnson	-	20,900
Total due to related parties	$ 59,895	$ 20,900

Other Receivables

As at December 31, 2021, the Company has no other receivables.

Status of Outstanding Common Stock

As of December 31, 2021, we had a total of 27,385,437 shares of our common stock outstanding.

On April 27, 2021, the Company issued 23,844,448 shares of common stock to NEXT-ChemX TX, which, as at December 31, 2021 continues to own 87.07% of the shares outstanding. These shares were acquired directly from the Company under the Asset Purchase Agreement in exchange for the sale of the Membrane Extraction Technology.

On April 27, 2021, Zilin Wang, the previous majority shareholder of the Company, sold 8,618,000 shares of Common Stock of the Company, to Arastou Mahjoory and Kenneth Mollicone, each an accredited investor, in equal parts. Following transfer of such shares to Messrs. Mahjoory and Mollicone, each has agreed to cancel an aggregate of 5,418,000 shares of common stock of the company. At December 31, 2021, Mr Mahjoory owned 1,761,494 shares representing 6.43% and Mr Mollicone owned 1,761,495 shares or 6.43% of the issued and outstanding shares of common stock in the Company.

On February 21, 2019, the Company had filed a Registration Statement on Form S-1 wherein it is seeking to register 2,000,000 shares of Company Common Stock for sale together with 1,875,000 selling shareholder shares; however, this registration statement was withdrawn by the Company on February 19, 2021 without any shares having been issued.

Additionally, on September 10, 2018, the Company filed a Registration Statement on Form S-8 with respect to the shares to be issued pursuant to the Company's 2018 Employee, Director and Consultant Stock Plan (the "2018 Stock Plan"). As of the date of this report, 40,000 shares have been issued under the Company's 2018 Stock Plan and were registered on Form S-8. This plan is now withdrawn and was replaced entirely with the Stock Plan adopted September 14, 2021.

Holders

We have issued an aggregate of 27,385,437 shares of our common stock held by approximately seven (7) record holders.

Dividends

We have not paid any dividends to date and have no plans to do so in the immediate future.

Recent Sales of Unregistered Securities

On July 17, 2018, Zilin Wang purchased 8,618,000 shares of Company Common Stock from Yonghua Kang (as representative of the seller). The shares purchased in this transaction represented 99.98% of the then issued and outstanding shares of the Company.

In September 2018, the Company sold an additional 212,060 shares of Company Common Stock to 44 Chinese investors at prices ranging from $0.05 per share to $1.00 per share. This offering netted proceeds of $23,770. These shares were not physically issued until October 8, 2018.

In December 2018, the Company sold an additional 112,000 shares of Company Common Stock to 16 Chinese investors at prices ranging from $0.05 to $1.00 per share for total proceeds of $59,500. These shares were issued on December 28, 2018. 40,000 of these shares were issued under the Company's 2018 Employee, Director and Consultant Stock Plan and were registered on Form S-8.

In 2019, the Company sold an additional 12,131 shares of Company Common Stock to a third party at an average price of $1.88 per share.

In 2020, the Company sold an additional 2,798 shares of Company Common Stock to a third party at an average price of $1.10 per share.

On April 27, 2021, Zilin Wang sold 4,309,000 shares of Company common stock to Arastou Mahjoory at an average price of $

On April 27, 2021, Zilin Wang sold 4,309,000 shares of Company common stock to Kenneth Mollicone at an average price of $

In Q2 of 2021, Mr Mahjoory entered into stock purchase agreements with several minority shareholders to acquire an additional 161,494 shares of common stock of the Company.

In Q2 of 2021, Mr Mollicone also entered into stock purchase agreements with several minority shareholders to acquire an additional 161,495 shares of common stock of the Company.

In Q2 of 2021, Messrs. Mahjoory and Mollicone, cancelled an aggregate of 5,418,000 shares of common stock of the Company.

On April 27, 2021, the Company issued an aggregate of 23,844,448 shares of common stock of the Company to NEXT-ChemX Corporation, a private Texas company in exchange for certain intellectual property assets.

During the course of 2021, the Company raised a total of $687,500 from the issuance of a total of 16 convertible notes. In the event that all the convertible notes were converted at their rates of conversion and all the interest payable for the full term of the notes was also converted, this would result in the issuance of a total of 954,010 shares.

Purchases of Equity Securities

The Company has never purchased nor does it own any equity securities of any other issuer.

ITEM 6. [RESERVED]

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATION

OVERVIEW

The Company was organized on August 13, 2014 as a Nevada corporation under Chapter 78 of the Nevada Revised Statutes as WeWin Group Corp. With FINRA approval on December 20, 2018 the Company's name changed to AllyMe Group, Inc. During this period the Company's trading symbol remained "WWIN.". On June 16, 2021, the Company's Board of Directors approved the new name "NEXT-ChemX Corporation", and approval of this change was granted by FINRA on July 22, 2021. The Company's new trading symbol "CHMX" was granted on July 30, 2021. The Company's principal office is located at 1111 W 12th Street, Unit 113, Austin Texas 78703.

The Company qualifies as an "emerging growth company" as defined in the Jumpstart Our Business Startups Act or JOBS Act which became law in April 2012. The definition of an "emerging growth company" is a company with an initial public offering of common equity securities which occurred after December 8, 2011, and has less than $1 billion of total annual gross revenues during last completed fiscal year. An emerging growth company may take advantage of reduced reporting requirements that are otherwise applicable generally to public companies. These provisions include, but are not limited to:

- not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act of 2002, as amended, or the Sarbanes-Oxley Act;
- reduced obligations with respect to financial data, including presenting only two years of audited financial statements and only two years of selected financial data;
- reduced disclosure obligations regarding executive compensation in our periodic reports, proxy statements, and registration statements;
- exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and any golden parachute payments not previously approved; and
- an exemption from compliance with the requirement of the Public Company Accounting Oversight Board regarding the communication of critical audit matters in the auditor's report on the financial statements.

We have elected to take advantage of certain reduced reporting requirements. As a result, the information that we provide to our stockholders may be different than you might receive from other public reporting companies in which you hold equity interests.

In addition, the JOBS Act provides that an "emerging growth company" can take advantage of an extended transition period for complying with new or revised accounting standards. This provision allows an emerging growth company to delay the adoption of some accounting standards until those standards would otherwise apply to private companies. We have elected to use this extended transition period to enable us to comply with certain new or revised accounting standards that have different effective dates for public and private companies until the earlier of the date we (i) are no longer an emerging growth company or (ii) affirmatively and irrevocably opt out of the extended transition period provided in the JOBS Act. As a result, our financial statements may not be comparable to companies that comply with new or revised accounting pronouncements as of public company effective dates.

Overview of the Business

The goal of the Company is to commercialize its novel proprietary Membrane Extraction Technology is the principal asset of the business. Membrane Extraction Technology is an Ion Extraction Technology based upon unique chemistry: by using the very high surface area of special "Hollow Fiber Membranes" ions and metal ions may be extracted from liquid solutions. Our Membrane Extraction Technology mimics nature's biophysical processes enabling the technology to extract ions from a liquid solution at ambient temperatures and pressures even where ions exist in low concentrations.

The Membrane Extraction Technology has many areas of application, however the Company will initially concentrate on the following sectors:

- Lithium Extraction from Natural Brines, Geothermal Wells, or Leach Solutions;
- Extracting Fatty Acids from Vegetable Oils for More Economical Refining; and
- Extracting of Radioactive Ions from Nuclear Plant Stored Water.

The primary focus of the Company is the extraction of lithium from naturally occurring brines and geothermal sources. The Company has developed a system for extracting the key additional naturally occurring ions in the lithium brine solutions tested to date and provides a most efficient extraction with the minimal disruption to the environment. Using the Company's system water resources will not be depleted by evaporation or contamination and can be returned to the aquifers or lakes from which they were drawn. The work on Fatty Acid extraction from vegetable oils and radioactive ions from contaminated water is delayed due to the geopolitical situation in Ukraine.

In mid-June of 2021, the Company opened its development facility in Illinois under the direction of the inventing scientist of our Membrane Extraction Technology. At this laboratory facility, lab equipment was acquired, and chemical engineers were recruited to set up laboratory test systems to extract certain elements, such as low concentrations of lithium from liquids. The testing allowed us to determine preliminary dynamics of extraction to support the preparation of additional intellectual property protection strategy. Minimal necessary laboratory equipment was acquired due to our modest financial capabilities as well as various hollow fiber modules to test which commercially available hollow fiber membranes in packages modules would work with our process.

Work proceeds on the engineering of the pilot testing plant which will test specific brines under controlled conditions to finalize the commercial advantage of the system. In 2021, we began a process of collaboration and hiring of experts to focus on the design and engineering of the system. Work is underway and will continue through 2022 to engineer commercially operating tubular Modules containing an optimized configuration We plan to supply scalable Extraction Plants in 40' containers which have an optimal number of modules for each process. These container systems will be located at the customer extraction sites. Our revenue model is to provide the extraction service for either a tolling fee or under a cost savings revenue sharing model.

The Company is pursuing an aggressive intellectual property protection strategy. The Company has engaged the Navitas Intellectual Property Group LLC of Denver, Colorado for its international intellectual property requirements. This group is headed by Michael D. McIntosh and David F. Dockery, both highly specialized chemical processing and material science patent attorneys. Navitas is working closely with the Company's research and development team to identify processing, materials and markets to pursue patent protection. In turn, Navitas works with the Company's management to identify regions of the world to pursue desired protection. In 2021 the Company filed for patent protection for novel aspects of its Lithium recovery developments. Additional patent applications are currently in progress dealing with oil purification, further aspects of Lithium processing and recovery, metals recycling and other developments. Company is also focusing on novel membrane characteristics, production and uses. Details of these applications are confidential until published pursuant to international patent publication requirements.

Results of Operations

Year Ended December 31, 2021 Compared to December 31, 2020

The following table summarizes the results of our operations during the fiscal years ended December 31, 2021 and 2020, respectively, and provides information regarding the dollar and percentage increase or (decrease) from the current 12-month period to the prior 12-month period:

Line Item	12/31/21	12/31/20	Increase (Decrease)	Percentage Increase (Decrease)
Revenues	$ -	$ -	$ -	inf.
Operating expenses	1,784,370	118,291	1,363,036	1152%
Net income (loss)	(1,784,370)	345,049	(2,129,419)	617%
Net income (loss) per share from continuing operations	(0.07)	(0.01)	-	-

We recorded a net loss of $1,784,370 for the year ended December 31, 2021, compared to a net profit of $345,049 for the fiscal year ended December 31, 2020 due to a significant increase in operating expenses mainly as a result of payroll, amortization of intangible asset, and accrued contractor fees incurred in 2021.

Liquidity and Capital Resources

As of December 31, 2021, we had total current assets of $12,029 a working capital deficit of $1,459,168 and an accumulated stockholders' equity of $1,712,486. Cash used in operation activities for the fiscal year ended December 31, 2021 was $701,790, while our operations generated $183,495 in cash in the fiscal year ended December 31, 2020. Our revenues were $0 in the fiscal years ended December 31, 2021 and 2020. These factors raised substantial doubts about the Company's ability to continue as a going concern.

Management believes that the Company's cash on hand will be sufficient to fund all Company obligations and commitments for the next twelve months when supported by understandings from principal shareholders and affiliates. Historically, we have depended on loans from our principal shareholders and their affiliated companies to provide us with working capital as required. There is no guarantee that such funding will be available when required and there can be no assurance that our stockholders, or any of them, will continue making loans or advances to us in the future. The Company is actively seeking between $3-5 million to support its plans to complete the commercialization of the lithium extraction process as well as to fund other processes, equipment purchases, expenses, overheads and operating capital.

At December 31, 2021, the Company issued two notes payable to a related party in the aggregate amount of $5,900, which was received from the related party to fund operation. This amount was payable on November 11, 2021. Also, during the year ended December 31, 2021, the company issued a number of convertible notes to third parties for a total of $672,500 and a $15,000 convertible note payable was issued to a related party.

Off Balance Sheet Arrangements

We do not have any off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity or capital expenditures or capital resources that is material to an investor in our securities.

Seasonality

Our operating results are not affected by seasonality.

Inflation

Our business and operating results are not affected in any material way by inflation.

Critical Accounting Policies

The Securities and Exchange Commission issued Financial Reporting Release No. 60, "Cautionary Advice Regarding Disclosure About Critical Accounting Policies" suggesting that companies provide additional disclosure and commentary on their most critical accounting policies. In Financial Reporting Release No. 60, the Securities and Exchange Commission has defined the most critical accounting policies as the ones that are most important to the portrayal of a company's financial condition and operating results and require management to make its most difficult and subjective judgments, often as a result of the need to make estimates of matters that are inherently uncertain. The nature of our business generally does not call for the preparation or use of estimates. Due to the fact that the Company does not have any operating business, we do not believe that we do not have any such critical accounting policies.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

As a "smaller reporting company" as defined by Item 10 of Regulation S-K, the Company is not required to provide information required by this Item.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Set forth below are the audited financial statements for the Company for the fiscal years ended December 31, 2021 and 2020 and the reports thereon of BF Borgers, CPA PC.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors and Stockholders

NEXT-ChemX Corporation

Opinion on the Financial Statements

We have audited the accompanying balance sheet of NEXT-ChemX Corporation (the "Company") as of December 31, 2021 and 2020 and the related statements of operations and comprehensive income, changes in equity, and cash flows for the period ended December 31, 2021 and 2020, and the related notes (collectively referred to as the financial statements). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for the period ended December 31, 2021 and 2020, in conformity with accounting principles generally accepted in the United States of America.

Going Concern Uncertainties

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2 to the financial statements, the Company has suffered recurring losses from operations that raises substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 2. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit, we are required to obtain an understanding of internal control over financial reporting, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audit provides a reasonable basis for our opinion.

/s/ B F Borgers CPA PC

We have served as the Company's auditor since 2020

Lakewood, Colorado

April 15, 2022

NEXT-ChemX Corporation
BALANCE SHEET

	December 31, 2021	December 31, 2020
ASSETS		
Current Assets:		
Cash	$ 10,429	$ 44,619
Prepaid expense and other current assets	1,600	2,142
Total Current Assets	12,029	46,761
Property and equipment, net	21,540	-
Intangible asset, net	3,150,114	-
Total Assets	$ 3,183,683	$ 46,761
LIABILITIES AND STOCKHOLDERS' DEFICIT		
Current Liabilities:		
Accounts payable and accrued liabilities	$ 777,797	$ 47,244
Other payable	-	94,030
Convertible notes payable	672,500	-
Convertible notes payable - related party	15,000	-
Note payable - related party	5,900	-
Due to related party	-	59,895
Total Current Liabilities	1,471,197	201,169
Total Liabilities	1,471,197	201,169
Stockholders' Equity (Deficit):		
Preferred stock, $0.001 par value, 5,000,000 shares authorized, no shares issued and outstanding	-	-
Common stock, $0.001 par value, 100,000,000 shares authorized, 27,385,437 and 8,958,989 shares issued and outstanding, respectively	27,385	8,959
Additional paid-in capital	3,634,034	1,196
Accumulated deficit	(1,948,933)	(164,563)
Total Stockholders' Equity (Deficit)	1,712,486	(154,408)
Total Liabilities and Stockholders' Equity (Deficit)	$ 3,183,683	$ 46,761

The accompanying notes are an integral part of these consolidated financial statements.

NEXT-ChemX Corporation
Statements of Operations and Comprehensive Income (Loss)

	For The Year Ended December 31,	
	2021	**2020**
Revenues	$ -	$ -
Operating expenses		
General and administrative	1,766,956	118,291
Total operating expenses	1,766,956	118,291
Income (loss) from operations	(1,766,956)	(118,291)
Other income (expense)		
Interest expense	(33,369)	-
Gain on settlement of debt	15,955	-
Net other expense	(17,414)	-
Loss before provision for income taxes	(1,784,370)	(118,291)
Gain from discontinued operations, net of income tax	-	463,340
Net income (loss)	**$ (1,784,370)**	**$ 345,049**
Other comprehensive income (loss)		
Foreign currency translation gain (loss)	-	(3,853)
Total comprehensive income (loss)	**$ (1,784,370)**	**$ 341,196**
Net gain (loss) per common share: Basic and diluted	$ (0.08)	$ 0.04
Net loss from continuing operations per common share: Basic and diluted	$ (0.08)	$ (0.01)
Net gain from discontinued operations per common share: Basic and diluted	$ 0.00	$ 0.05
Weighted average number of common shares outstanding: Basic and diluted	21,529,360	8,957,873

The accompanying notes are an integral part of these audited condensed financial statements.

NEXT-ChemX Corporation
Statement of Stockholders' Equity (Deficit)
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	common stock		Additional Paid-in	Accumulated	Accumulated Other Comprehensive	Noncontrolling	Stockholders' Equity
	Shares	Amount	Capital	Deficit	Income	Interest	(Deficit)
Balance December 31, 2019	8,956,191	$ 8,956	$ 177,654	$ (282,575)	$ (2,609)	$ (53,240)	$ (151,814)
Issue common stock for cash	2,798	3	3,075				3,078
Net income				345,049			345,049
Noncontrolling interest for current year				(227,037)	1,492	225,544	(1)
Foreign currency translation adjustment					(3,852)		(3,852)
Loss from disposal of Subsidiary			(179,533)		4969	(172,304)	(346,868)
Balance December 31, 2020	8,958,989	$ 8,959	$ 1,196	$ (164,563)	$ -	$ -	$ (154,408)
Common stock issued for purchase of intangible asset	23,844,448	23,844	3,476,283				3,500,127
Cancellation of shares	(5,418,000)	(5,418)	5,418				-
Forgiveness of related party debt			151,137				151,137
Net loss				(1,784,370)			(1,784,370)
Balance December 31, 2021	27,385,437	$ 27,385	$ 3,634,034	$ (1,948,933)	$ -	$ -	$ 1,712,486

The accompanying notes are an integral part of these consolidated financial statements.

NEXT-ChemX Corporation
STATEMENT OF CASH FLOWS

	For the years ended December 31,	
	2021	**2020**
OPERATING ACTIVITIES		
Net income(loss)	$ (1,784,370)	$ 345,049)
Net income (loss) from discontinued operations		463,340
Net loss from continuing operations	(1,784,370)	(118,291)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	352,523	-
Gain on settlement of debt	(15,955)	-
Changes in Operating Assets and Liabilities:		
Accounts payable and accrued liabilities	743,720	37,000
Prepaid expenses	542	300
Other receivable	-	88,943
Other payable		35,060
Net cash provided by (used in) operating activities from continuing operations	(703,540)	43,012
Net cash provided by operating activities from discontinuing operations	-	140,483
Net cash provided by (used in) operating activities	(703,540)	183,495
INVESTING ACTIVITIES		
Purchase of Property and Equipment	(24,050)	-
Proceeds from sale of AllyMe	-	1,040
Net cash provided by (used in) investing activities from continuing operations	(24,050)	1,040
Net cash provided by investing activities from discontinuing operations	-	-
Net cash provided by investing activities	1,040	1,040
FINANCING ACTIVITIES		
Proceeds from convertible notes payable, net of original issue discounts	672,500	-
Proceeds from convertible notes payable - related party, net of original issue discounts	15000	-
Proceeds from notes payable – related party, net of original issue discounts	5,900	-
Net cash provided by financing activities from continuing operations	693,400	-
Net cash (used in) financing activities from discontinuing operations	-	(7,044)
Net cash (used in) financing activities	693,400	(7,044)
Effect of exchange rate fluctuation on cash and cash equivalents from discontinuing operations	-	4,597
Net increase (decrease) in cash	(34,190)	44,052)
Cash, beginning of year	44,619	567
Cash, end of year	$ 10,429	$ 44,619
SUPPLEMENTAL DISCLOSURES:		
Cash paid during the period for:		
Income tax	$ -	$ -
Interest	$ -	$ -
Supplemental non-cash investing and financing activities		
Common stock issued for proceeds received in prior period	$ -	$ 3,078
Common stock issued for purchase of intangible asset	$ 3,500,127	$ -
Cancellation of shares	$ 5,418	$ -
Related Party debt forgiveness	$ 151,137	$ -

The accompanying notes are an integral part of these consolidated financial statements.

NOTE 1 - ORGANIZATION AND BUSINESS OPERATIONS

Organization and Description of Business

NEXT-ChemX Corporation, formerly known as AllyMe Group Inc. ("Company", "we" or "us") was incorporated under the laws of the State of Nevada on August 13, 2014 ("Inception") and has adopted a December 31 fiscal year end. The Company's Board of Directors approved the new name on June 16, 2021 and was granted approval by FINRA on July 22, 2021 and was granted a new trading symbol on July 30,2021. The Company acquired a Novel Membrane-Based Ion Extraction Technology ("Membrane Extraction Technology") along with its patents and patent applications, as well as the employment of its inventing scientist, and is developing pilot plant systems to demonstrate its performance to potential clients in order to market commercial systems for its applications.

Applications include:

- Lithium Extraction from Natural Brines, Geothermal Wells, or Leach Solutions.
- Extracting Fatty Acids from Vegetable Oils for More Economical Refining.
- Extracting of Radioactive Ions from Nuclear Plant Stored Water.
- Extracting of Metal Ions from Mine Leach Solutions, Effluent, or Tailings.
- Desalination of Sea Water, by Extracting Ions for Water Purification

Pursuant to a stock purchase agreement, on April 27, 2021, Zilin Wang, the previous majority shareholder of the Company, sold 8,618,000 shares of Common Stock of the Company, to Arastou Mahjoory and Kenneth Mollicone, each an accredited investor, in equal parts. Following transfer of such shares to Messrs. Mahjoory and Mollicone, each has agreed to cancel an aggregate of 5,418,000 shares of common stock of the company.

Also on April 27, 2021, the previous sole officer and director of the company, Zicheng Wang, resigned his positions with the Company. Upon such resignation Benton Wilcoxon was appointed as Chief Executive Officer, and Chairman of the Board, and J. Michael Johnson was appointed President, Treasurer and Secretary, and Director of the Company.

Effective April 27, 2021, the Company, entered into an asset purchase agreement (the "Asset Purchase Agreement") with NEXT-ChemX TX Corporation, a private Texas company ("NEXT-ChemX TX"), in which the Company acquired certain intellectual property assets of NEXT-ChemX TX, specifically certain patents and patent applications, in exchange for the issuance of an aggregate of 23,844,448 shares of common stock of the Company.

Messrs. Mahjoory and Mollicone also entered into stock purchase Agreements with selling shareholders to acquire an additional 322,989 shares of common stock from several minority shareholders of the Company.

As of June 30, 2021, an aggregate of 27,385,437 shares are outstanding after the cancellation of 5,418,000 shares by Messrs. Mahjoory and Mollicone from the previous 32,803,437 shares of common stock that were outstanding. This reflects the APA Issuance, which results in NEXT-ChemX holding approximately 87.07% of the issued and outstanding shares of Common Stock of the Company, and as such it is able to unilaterally control the election of our board of directors, all matters upon which shareholder approval is required and, ultimately, the direction of our Company. Also after giving effect to the acquisition and cancellation of shares by Messrs. Mahjoory and Mollicone will each hold 6.44% of the issued and outstanding shares of Common Stock in the Company.

On July 23, 2021, AllyMe Group, Inc. (the "Company") filed Certificate of Amendment to its Certificate of Incorporation (the "Certificate of Amendment") with the Secretary of State of the State of Nevada effecting a name change of the Company to NEXT-ChemX Corporation (the "Corporate Action"). The Corporate Action and the Amended Articles became effective on July 28, 2021, following compliance with notification requirements of the Financial Industry Regulatory Authority.

NOTE 2 – GOING CONCERN

The Company has incurred losses since inception (August 13, 2014) resulting in an accumulated deficit of $1,984,933 as of December 31, 2021, and further losses are anticipated in the development of its business. At December 31, 2021, the Company had a working capital deficit of $1,459,168. As of December 31, 2020, the Company had an accumulated deficit of $154,408 and a working capital deficit of $154,408. Accordingly, there is substantial doubt about the Company's ability to continue as a going concern. Management believes that the Company's capital requirements will depend on many factors including the success of the Company's development efforts and its efforts to raise capital. Management also believes the Company needs to raise additional capital for working capital purposes. There is no assurance that such financing will be available in the future. The conditions described above raise substantial doubt about our ability to continue as a going concern. The financial statements of the Company do not include any adjustments relating to the recoverability and classification of recorded assets, or the amounts and classifications of liabilities that might be necessary should the Company be unable to continue as a going concern.

The ability to continue as a going concern is dependent upon the Company generating profitable operations in the future and, or, obtaining the necessary financing to meet its obligations and repay its liabilities arising from normal business operations when they come due. Management intends to finance operating costs over the next twelve months with existing cash on hand, loans from directors and, or, the private placement of common stock. However, there can be no assurances that management's plans will be successful.

NOTE 3 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The financial statements of the Company have been prepared in accordance with generally accepted accounting principles in the United States of America and are presented in US dollars.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash

Cash includes cash on hand and on deposit at banking institutions as well as all liquid short-term investments with original maturities of 90 days or less. The Company's bank account in the United States amounted to $10,429 at December 31, 2021 and $46,761 at December 31, 2020 and our bank account is protected by FDIC insurance up to $250,000.

Revenue recognition

The Company adopted Accounting Standards Codification ("ASC") 606. ASC 606, Revenue from Contracts with Customers, establishes principles for reporting information about the nature, amount, timing and uncertainty of revenue and cash flows arising from the entity's contracts to provide goods or services to customers. The core principle requires an entity to recognize revenue to depict the transfer of goods or services to customers in an amount that reflects the consideration that it expects to be entitled to receive in exchange for those goods or services recognized as performance obligations are satisfied.

The Company has assessed the impact of the guidance by performing the following five steps analysis:

Step 1: Identify the contract
Step 2: Identify the performance obligations
Step 3: Determine the transaction price
Step 4: Allocate the transaction price
Step 5: Recognize revenue

Substantially all of the Company's revenue is derived from providing consulting services. The Company considers signed engagement agreement to be a contract with a customer. Contracts with customers are considered to be short-term when the time between signed agreements and satisfaction of the performance obligations is equal to or less than one year, and virtually all of the Company's contracts are short-term. The Company recognizes revenue when services are provided to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those services. The Company typically satisfies its performance obligations in contracts with customers upon delivery of the services. The Company does not have any contract assets since the Company has an unconditional right to consideration when the Company has satisfied its performance obligation and payment from customers is not contingent on a future event. Generally, payment is due from customers immediately at the invoice date, and the contracts do not have significant financing components nor variable consideration. There is no returns and there is no allowances. All of the Company's contracts have a single performance obligation satisfied at a point in time and the transaction price is stated in the contract, usually as a price per unit. All estimates are based on the Company's historical experience, complete satisfaction of the performance obligation, and the Company's best judgment at the time the estimate is made.

Earnings (loss) per Share

Basic earnings (loss) per share is computed by dividing net income (loss) available to common shareholders by the weighted average number of shares of common stock outstanding during the period. Diluted loss per share is computed by dividing net income available to common shareholders by the weighted average number of shares of common stock, common stock equivalents and potentially dilutive securities outstanding during each period. Potentially dilutive shares of common stock consist of the common stock issuable upon the conversion of convertible debt, preferred stock and warrants. The Company uses if-converted method to calculate the dilutive preferred stock and treasury stock method to calculate the dilutive shares issuable upon exercise of warrants.

For the years ended December 31, 2021 and 2020, there were no potentially dilutive debt or equity instruments issued or outstanding and any such shares would have been excluded from the computation because they would have been anti-dilutive as the Company incurred losses in these periods.

Income Taxes

The Company accounts for income taxes pursuant to FASB ASC 740 "*Income Taxes*". Under ASC 740 deferred income taxes are provided on a liability method whereby deferred tax assets are recognized for deductible temporary differences and operating loss carry-forwards and deferred tax liabilities are recognized for taxable temporary differences. Temporary differences are the differences between the reported amounts of assets and liabilities and their tax bases. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. The provision for income taxes represents the tax expense for the period, if any, and the change during the period in deferred tax assets and liabilities. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment.

ASC 740 also provides criteria for the recognition, measurement, presentation and disclosure of uncertain tax positions. Under ASC 740, the impact of an uncertain tax position on the income tax return may only be recognized at the largest amount that is more-likely-than-not to be sustained upon audit by the relevant taxing authority. At December 31, 2021 and 2020, there were no uncertain tax positions.

Fair Value of Financial Instruments

The Company follows guidance for accounting for fair value measurements of financial assets and financial liabilities and for fair value measurements of nonfinancial items that are recognized or disclosed at fair value in the financial statements on a recurring basis. Additionally, the Company adopted guidance for fair value measurement related to nonfinancial items that are recognized and disclosed at fair value in the financial statements on a nonrecurring basis. The guidance establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value.

The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are as follows:

Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date.

Level 2 inputs are inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3 inputs are unobservable inputs for the asset or liability. The carrying amounts of financial assets such as cash, prepaid expenses, and other receivable approximate their fair values because of the short maturity of these instruments.

Recent accounting pronouncements

The Company continually assesses any new accounting pronouncements to determine their applicability to the Company. Where it is determined that a new accounting pronouncement affects the Company's financial reporting, the Company undertakes a study to determine the consequence of the change to its financial statements and assures that there are proper controls in place to ascertain that the Company's financials properly reflect the change. The Company currently does not have any recent accounting pronouncements that they are studying and feel may be applicable.

NOTE 4 – PREPAID EXPENSE AND OTHER CURRENT ASSETS

Prepaid expense amounted to $1,600 and $2,142 as of December 31, 2021 and 2020, respectively. Prepaid expenses in 2021 and 2020 are mainly prepaid service fees.

NOTE 5 – INTANGIBLE ASSET

On April 27, 2021, the Company entered into that Asset Purchase Agreement with NEXT-ChemX TX, in which the Company acquired certain intellectual property assets of NEXT-ChemX TX, specifically certain patents and patent applications, in exchange for the issuance of an aggregate of 23,844,448 shares of common stock of the Company, valued at $3,500,127. The balance as of December 31, 2021 net of accumulated amortization was $3,150,114.

During the twelve months ended December 31, 2021, the Company recorded amortization of $350,013. The intangible asset was initially deemed to have a finite useful life, but subsequent to September 30, 2021 it was determined that the asset have an indefinite useful life and ceased being amortized.

NOTE 6 - ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

As of December 31, 2021 and 2020, accounts payable and accrued liabilities amounted to $777,797 and $47,244, respectively. Accounts payable and accrued liabilities mainly are accrued professional fees and accrued payroll.

NOTE 7 – CONVERTIBLE NOTES

During the 12 months ended December 31, 2021, the Company issued convertible notes to accredited investors totaling $672,500 with a conversion prices of initially $0.75 and subsequently from mid-November to $1.00 per share. The convertible notes are unsecured, bear interest at 8% per annum, have a one-year maturity.

During the twelve months ended December 31, 2021, the Company recognized interest expense of $33,369.

NOTE 8 - DUE TO RELATED PARTIES

In support of the Company's efforts and cash requirements, it may rely on advances from related parties until such time that the Company can support its operations or attain adequate financing through sales of its equity or traditional debt financing. There is no formal written commitment for continued support by shareholders. Amounts represent advances or amounts paid in satisfaction of liabilities. The advances are considered temporary in nature and have not been formalized by a promissory note.

As of December 31, 2021 and 2020, the amounts outstanding were $0 and $59,895. The advances made in 2020 were non-interest bearing, due upon demand and unsecured from the former CEO then a shareholder of the Company.

During the year ended December 31, 2021, the Company received $5,900 from a related party and issued two notes payable for s total of $5,900. Also, in 2020, the same related party loaned the Company $15,000 and the Company issued to him a convertible note payable for the same amount. The note is convertible at $1 per share and matures on November 12, 2022.

NOTE 9 - INCOME TAXES

United States

The Company is incorporated in United States and is subject to corporate income tax rate of 21%.

Loss before income taxes consists of:

	For the years ended December 31,	
	2021	2020
Unites States	$ (1,784,370)	$ (118,291)
	$ (1,784,370)	$ (118,291)

The components of deferred taxes are as follows at December 31, 2021 and 2020:

	December 31, 2021	December 31, 2020
Deferred tax assets, current portion		
Amortization of fair value of stock for services	$ -	$ -
Total deferred tax assets, current portion	-	-
Valuation allowance	-	-
Deferred tax assets, current portion, net	$ -	$ -
Deferred tax assets, non-current portion		
Fixed assets	$ -	$ -
Net operating losses	409,276	24,841
Total deferred tax assets, non-current portion	409,276	24,841
Valuation allowance	(409,276)	(24,841)
Deferred tax assets, non-current portion, net	$ -	$ -

The Company is subject to United States of America tax law. As of December 31, 2021, the operations in the United States of America incurred $1,948,933 of cumulative net operating losses that may be available to reduce future years' taxable income indefinitely. The Company has provided full valuation allowance for the deferred tax assets on the expected future tax benefits from the net operating loss carry forwards as the management believes it is more likely than not that these assets will not be realized in the future.

NOTE 10 - STOCKHOLDERS' EQUITY (DEFICIT)

The Company is authorized to issue 100,000,000 shares of common stock with a par value of $0.001 and 5,000,000 shares of preferred stock with a par value of $0.001. There is no preferred stock issued and outstanding as of December 31, 2021. There are 8,958,989 and 27,385,437 shares of common stock outstanding as of December 31, 2020 and 2021, respectively.

In May 2020, the Company received a deposit for 2,798 shares of common stock at $1.10 per share for total of $3,078 from 2 unrelated parties. These shares have been issued in May 2020.

Effective April 27, 2021, the Company, entered into that certain Asset Purchase Agreement with NEXT-ChemX TX, in which the Company acquired certain intellectual property assets of NEXT-ChemX TX, specifically certain patents and patent applications, in exchange for the issuance of an aggregate of 23,844,448 shares of common stock of the Company.

Pursuant to a stock purchase agreement, on April 27, 2021, Zilin Wang, the previous majority shareholder of the Company, sold 8,618,000 shares of Common Stock of the Company, to Arastou Mahjoory and Kenneth Mollicone, each an accredited investor, in equal parts. Following transfer of such shares to Messrs. Mahjoory and Mollicone, each has agreed to cancel an aggregate of 5,418,000 shares of common stock of the company.

Note 11 – Acquisition and Disposition of AllyMe.

On September 13, 2018, the Company purchased 1,040,000 shares of common stock of AllyMe for a total consideration of $1,040. These shares comprise approximately 51% of the then issued and outstanding shares of common stock of AllyMe.

The Combination of AllyMe US and AllyMe are considered business acquisition and the method used to present the transaction is the acquisition method. The acquisition method is a method of accounting for a merger of two businesses. The tangible assets and liabilities and operations of the acquired business were combined at their market value of the acquisition date, which is the date when the acquirer gains control over the acquired company

The following table summarizes the consideration paid for AllyMe and the fair value amounts of assets acquired and liabilities assumed recognized at the acquisition date:

Purchase price	$ 1,040
Cash	$ 10,702
Total assets:	$ 10,702
Less: liabilities assumed	(21,312)
Net assets acquired	(10,610)
Purchase price in excess of net assets acquired	$ 11,649

On September 30, 2020, the Company signed sales contracts with a related party and sold 1,040,000 shares of AllyMe for total cash consideration of $1,040. AllyMe US owns 51% of AllyMe who owns 100% of China Info. The transaction was completed on September 30 2020. Loss from disposal of Subsidiary was $179,533 and it was booked as additional paid in capital as the transaction was deemed between related parties. As a consequence of the sale, the operating results and the assets and liabilities of the discontinued AllyMe Business are presented separately in the Company's financial statements. Summarized financial information for the discontinued AllyMe Business is shown below. Prior period balances have been reclassified to present the operations of the AllyMe Business as discontinued operations.

Discontinued Operations Income Statement:

	For the years ended December 31,	
	2021	**2020**
Revenue	$ -	$ 636,211
Cost of Revenues	-	145,855
Gross Profit	-	490,356
Operating expenses		
General and administrative	-	47,437
Operating expenses	-	47,437
Income (loss) from operations	-	442,920
Other income (expense)		
Other income	-	21,797
Interest income	-	845
Bank charges	-	(2,222)
Other income (expense), net	-	20,420)
Net income (loss) before income taxes	-	463,340
Income Tax Expense	-	-
Net income (loss) from discontinued operations	$ -	$ 463,340

Discontinued Operations Balance Sheets:

As of December 31, 2021 and 2020, the Company did not have assets or liabilities related to the discontinued operation of AllyMe business.

Discontinued Operations Cash Flows:

Cash flows provided by discontinued operations for the period ended December 31, 2021 and 2020 were $0 and $140,483, respectively. Cash flows used in discontinued operations financing activities for the years ended December 31, 2021 and 2020 were $0 and $7,044, respectively. There were no cash flows used in or provided by investing activities during those periods.

NOTE 12 – SUBSEQUENT EVENTS

The Company has evaluated events occurring subsequent to December 31, 2021 through the date these financial statements were issued, and determined there are no events requiring disclosure.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES.

Evaluation of Disclosure Controls and Procedures

The Company's management is responsible for establishing and maintaining a system of disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) that is designed to ensure that information required to be disclosed by the Company in the reports that the Company files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms. Disclosure controls and procedure include, without limitations, controls and procedures designed to ensure that information required to be disclosed by an issuer in the reports that it files or submits under the Exchange Act is accumulated and communicated to the issuer's management, including its principal executive officer or officers and principal financial officer or officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

In accordance with Exchange Act Rules 13a-15 and 15d-15, an evaluation was completed by the Company's Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company's disclosure controls and procedures as of the end of the period covered by this Annual Report. Based on that evaluation, the Company's sole officer concluded that the Company's disclosure controls and procedures were not effective in providing reasonable assurance that the information required to be disclosed in the Company's reports filed or submitted under the Exchange Act was recorded, processed, summarized, and reported within the time periods specified in the Commission's rules and forms.

Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is defined in Rule 13a-15(f) or 15d-15(f) promulgated under the Securities Exchange Act of 1934 as a process designed by, or under the supervision of, the company's principal executive and principal financial officers and effected by the company's board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States of America and includes those policies and procedures that:

- Pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the company;

- Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with accounting principles generally accepted in the United States of America and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and

- Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. All internal control systems, no matter how well designed, have inherent limitations. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation. Because of the inherent limitations of internal control, there is a risk that material misstatements may not be prevented or detected on a timely basis by internal control over financial reporting. However, these inherent limitations are known features of the financial reporting process. Therefore, it is possible to design into the process safeguards to reduce, though not eliminate, this risk.

As of December 31, 2021 management assessed the effectiveness of our internal control over financial reporting based on the criteria for effective internal control over financial reporting established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") and SEC guidance on conducting such assessments. Based on that evaluation, they concluded that, during the period covered by this report, such internal controls and procedures were not effective to detect the inappropriate application of US GAAP rules as more fully described below. This was due to deficiencies that existed in the design or operation of our internal controls over financial reporting that adversely affected our internal controls and that may be considered to be material weaknesses.

The matters involving internal controls and procedures that our management considered to be material weaknesses under the standards of the Public Company Accounting Oversight Board were: (1) lack of a functioning audit committee, resulting in ineffective oversight in the establishment and monitoring of required internal controls and procedures; (2) inadequate segregation of duties consistent with control objectives; and (3) ineffective controls over period end financial disclosure and reporting processes. The aforementioned material weaknesses were identified by our management in connection with the review of our financial statements for the year ended December 31, 2021.

Management believes that the material weaknesses set forth in items (2) and (3) above did not have an effect on our financial results. However, management believes that the lack of a functioning audit committee and the lack of a majority of outside directors on our board of directors results in ineffective oversight in the establishment and monitoring of required internal controls and procedures, which could result in a material misstatement in our financial statements in future periods.

This annual report does not include an attestation report of our registered public accounting firm regarding internal control over financial reporting. Management's report was not subject to attestation by our registered public accounting firm pursuant to temporary rules of the SEC that permit us to provide only the management's report in this annual report.

Management's Remediation Initiatives

Given the financial resources available to the Company, the Company is not in a position to institute any realistic remediation of the identified material weaknesses and other deficiencies and enhance our internal controls. At such time that the Company does not have the financial resources to address and eliminate the identified weaknesses. Unfortunately, until the Company has such financial resources, the identified weaknesses will continue to exist.

Changes in Internal Control over Financial Reporting.

During the last quarter of the Company's fiscal year ended December 31, 2020, there were no changes in the Company's internal control over financial reporting during the period covered by this report that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Limitations on the Effectiveness of Controls.

A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues, if any, within a company have been detected.

ITEM 9B. OTHER INFORMATION

None

ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

[Not applicable]

PART III.

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The following individuals currently serve as our executive officers and directors:

Name	Age	Positions
Benton H Wilcoxon	72	Chief Executive Officer and Director
John Michael Johnson	56	President, Director, Chief Financial Officer and Secretary
Dominic J. Majendie	59	Vice President, Business Development

Benton H Wilcoxon

Mr. Wilcoxon has served as a Director and Chief Executive Officer of NEXT-ChemX Corporation since April 2021. Benton is an accomplished American entrepreneur with a world-class talent for integrating new material technologies into revolutionary products. He has founded upwards of 10 companies to commercialize new products, most notably Ashurst Technology Ltd (Ashurst) and Composite Technology Corporation (CTC). As the head of Ashurst, he identified and was the first to develop and commercialize aluminum scandium alloys for aerospace, marine and sports equipment applications. Developed and operated scandium extraction from solutions of ore bodies and processed tailings. Wilcoxon founded CTC to develop and commercialize the world's most efficient conductor for high voltage transmission lines. Over 60,000 kilometers of this game changing transmission technology has been deployed on 900 projects across 50 countries and reduces CO_2 emissions by over 3.5 million metric tons every year. End users include some of the largest utilities in the world including American Electric Power in the USA, National Grid in the UK and State Grid in China. He also headed DeWind, which commercialized the first synchronous large megawatt wind turbines, now owned by Daewoo.

J. Michael Johnson

Mr. Johnson has served as Director, President, Chief Financial Officer and Secretary of NEXT-ChemX Corporation since April of 2021. Mr. Johnson brings professional experience gained from his services to a variety of public and privately held middle market businesses for over 30 years. Mr. Johnson has been the CEO of Future Capital Holdings for over 5 years. Currently the company has filed a medical patent and is entering the distressed asset market in late 2021. Mr. Johnson's financial career began at Fidelity Investments in 1990 in the institutional trading division. From approximately 1992-2001 Mr. Johnson worked at various broker dealers in both retail and institutional sales. During this timeframe Mr. Johnson also was a 25% partner in Southern California Equity Group, Inc. a franchise broker dealer located in La Jolla California. During these years Mr. Johnson participated in IPO's, secondary offerings, debt, equity financings, as well as private placements both on the retail and institutional level. In approximately 2002 Mr. Johnson became an independent consultant working for various small cap growth companies providing services for his client to raise capital and navigate through the public markets. His primary focus has been identifying funding sources, structuring financings and negotiating the terms of the capital. Mr. Johnson received his Bachelor of Science degree in Economics in 1989 from Fitchburg State University.

Dominic J. Majendie

Mr Majendie has served as Vice President, Business Development since October 1, 2021. Educated in England and at Geneva University obtaining a Masters equivalent in Law. Dominic Majendie has held a variety of senior managerial positions including as an officer and director of US publicly traded companies over a period of 40 years. He has worked extensively in the commercialization of new technologies in materials science, energy storage and overhead power cables developing marketing strategies and organizing the introduction of new products in international markets. Notably he has worked in senior positions with Mr Wilcoxon in both Ashurst Technology Corporation and Composite Technology Corporation. Mr Majendie has organized businesses in Telecommunications, V-Sat and social media systems, as well as more recently managing the manufacturing operations of a thermoplastic injection molding and extrusion facility in the Middle East. He has managed complex projects and consulted in the UK on business reorganizations as well as for the Qatari Governmental think tank examining questions of sustainability and food security. He has worked extensively in North America, Europe, Ukraine, and the Middle East.

Audit Committee and Audit Committee Financial Expert

We do not currently have an audit committee financial expert, nor do we have an audit committee. Our entire board of directors, which currently consists of Mr. Wilcoxon and Mr. Johnson, handles the functions that would otherwise be handled by an audit committee. We do not currently have the capital resources to pay director fees to a qualified independent expert who would be willing to serve on our board and who would be willing to act as an audit committee financial expert. As our business expands and as we appoint others to our board of directors, we expect that we will seek a qualified independent expert to become a member of our board of directors. Before retaining any such expert our board would make a determination as to whether such person is independent.

Section 16(a) Beneficial Ownership Reporting Compliance.

Section 16(a) of the Securities Act of 1934 requires the Company's officers and directors, and greater than 10% stockholders, to file reports of ownership and changes in ownership of its securities with the Securities and Exchange Commission. Copies of the reports are required by SEC regulation to be furnished to the Company. Based on management's review of these reports during the fiscal year ended December 31, 2021, all reports required to be filed were filed on a timely basis.

Code of Ethics

Our board of directors has adopted a code of ethics that our officers, directors and any person who may perform similar functions are subject to. Currently Mr. Wilcoxon and Mr. Johnson are our directors, supported by one officer, Mr Majendie, therefore, they are the only persons subject to the Code of Ethics. If we retain additional directors and officers in the future, including those appointed to act as our principal financial officer, principal accounting officer, controller or persons serving similar functions, they would become subject to the Code of Ethics. The Code of Ethics does not indicate the consequences of a breach of the code. If there is a breach, the board of directors would review the facts and circumstances surrounding the breach and take action that it deems appropriate, which action may include dismissal of the employee who breached the code. Currently, since Mr. Wilcoxon, Mr. Johnson and Mr Majendie serve as our directors and key officers, they are responsible for reviewing their own conduct under the Code of Ethics and determining what action to take in the event of his own breach of the Code of Ethics.

ITEM 11. EXECUTIVE COMPENSATION.

At present the Company has not adopted a consistent plan for the remuneration of its executives. The Company has yet to complete one year since the changes in the business that took place on April 27, 2021 and has insufficient funds to provide for a compensation scheme. During the year 2022, the Company plans to appoint one or more directors to the Board that qualify as "independent" in accordance with rule 4200(a)(15) of the NASDAQ Marketplace Rules. This will enable the Company to develop an independently reviewed and appropriate executive compensation plan during the course of 2022.

As at December 31, 2021, all senior executives of the Company have signed employment agreements governing their duties and remuneration. These provide for the annual base compensation to be reviewed annually as well as eligibility to receive an annual bonus at the discretion of the Board of Directors.

An executive officer's unpaid salary shall accrue until paid by the Company, however, the executive shall have the right, but not the obligation, to be paid all or a portion of his accrued and unpaid salary in shares of the Company's common stock if he so elects on the first business day of each calendar quarter.

Executives are also entitled to participate in and shall receive all benefits under any pension benefit plans provided by the Company (including without limitation participation in any Company incentive, savings and retirement plans, practices, policies and programs) should such plans be organized. To date no such plans have been organized.

Executives and their immediate families are also entitled to participate and shall receive all benefits under welfare plans provided by the Company (including without limitation medical prescriptions, dental, disability, employee life, group life, accidental life and travel accident insurance plans and plans) should such plans be organized. To date no such plans have been organized.

If located abroad certain executives may receive housing allowances or other expenses as an incentive or related to the difficulty of life in such locations.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The following table sets forth certain information regarding beneficial ownership of the Company's Common Stock as of December 31, 2021, by: (I) each current director; each nominee for director, and executive officer of the Company; (ii) all directors and executive officers as a group; and (iii) each shareholder who owns more than five percent of the outstanding shares of the Company's Common Stock. Except as otherwise indicated, the Company believes each of the persons listed below possesses sole voting and investment power with respect to the shares indicated.

Name and Address	Number of shares	Percentage Owned (1)(2)
NEXT-ChemX Corporation, Texas 1111 W 12th Street #113, Austin Texas 78703	23,844,448	87.07%

(1) This table is based upon 27,385,437 shares issued and outstanding as of December 31, 2021.

(2) Beneficial ownership is determined in accordance with the rules of the Securities and Exchange Commission and includes voting and investment power with respect to the shares. Shares of Common Stock subject to options or warrants currently exercisable or exercisable within 60 days are deemed outstanding for computing the percentage of the person holding such options or warrants but are not deemed outstanding for computing the percentage of any other person.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE

Certain Relationships and Related Transactions

Certain Relationships

The Directors of the Company also sit on the Board of Directors and as officers of the controlling Shareholder NEXT-ChemX TX and exercise control over the voting of the majority, 87.07% of the shares eligible to vote at the meeting of the Shareholders' of the Company.

Related Party Transactions

In support of the Company's efforts and cash requirements, the Company has also relied on advances from related parties and this is expected to continue until such time as the Company can support its operations or attain adequate financing through sales of its equity or debt financing.

Prior to April 27, 2022, $59,895 was due to Zilin Wang, the sole officer and director of the Company. This amount derived from advances of operating expenses made by Mr. Wang and were unsecured, non-interest bearing, and due on demand. This full amount of $59,895 was discharged on April 27, 2022 with the resignation of Mr Wang from the Board of Directors of the Company concurrently with and as part of the sale of his ownership interest in the Company.

Since April 27, 2021 Michael Johnson, a director and officer of the Company, has provided operating funds to the company as follows:

A promissory note dated 4/28/2021 in the amount of $15,000 paying 5% interest that came due 11/01/2021. At the time of maturity, the interest due was waived and amount of $15,000 was put into a new convertible note dated 11/12/2021 paying 8% interest and with a 1-year maturity, convertible into shares at a conversion rate of $1.00 per share.

A promissory note dated 9/17/2021 in the amount of $2,500 paying 5% interest that came due 11/01/2021. At the time of maturity, the promissory note was extended 1 year with a due date of 11/01/2022.

A promissory note dated 9/23/2021 in the amount of $3,000 that was was repaid on 11/30/2021. The interest was waived by Mr. Johnson at the time of redemption.

A promissory note dated 10/18/2021 in the amount of $3,400 paying 5% interest due on 10/18/2022.

Director Independence

As of December 31, 2021, Benton Wilcoxon and John Michael Johnson were the sole directors of the Company. They are not considered "independent" in accordance with rule 4200(a)(15) of the NASDAQ Marketplace Rules. We are not currently traded on NASDAQ and are therefore not required to comply with the NASDAQ Marketplace Rules.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES.

AUDIT FEES

The aggregate fees billed by our auditors, BF Borgers, CPA PC for the years ended December 31, 2021 and 2020 were $44,000 and $23,500, respectively, for professional services rendered in connection with the audits of our annual financial statements and the reviews of our quarterly financial statements.

AUDIT-RELATED FEES

During the last two fiscal years, no fees were billed or incurred for assurance or related services by either of our auditors that were reasonably related to the audit or review of financial statements reported above.

TAX FEES

There were no tax preparation fees billed for the fiscal years ended December 31, 2021 or 2020.

ALL OTHER FEES

During the last two fiscal years, no other fees were billed or incurred for services by our auditors other than the fees noted above. Our board, acting as an audit committee, deemed the fees charged to be compatible with maintenance of the independence of our auditors.

THE BOARD OF DIRECTORS PRE-APPROVAL POLICIES

We do not have a separate audit committee. Our full board of directors performs the functions of an audit committee. Before an independent auditor is engaged by us to render audit or non-audit services, our board of directors pre-approves the engagement. Board of directors pre-approval of audit and non-audit services will not be required if the engagement for the services is entered into pursuant to pre-approval policies and procedures established by our board of directors regarding our engagement of the independent auditor, provided the policies and procedures are detailed as to the particular service, our board of directors is informed of each service provided, and such policies and procedures do not include delegation of our board of directors' responsibilities under the Exchange Act to our management. Our board of directors may delegate to one or more designated members of our board of directors the authority to grant pre-approvals, provided such approvals are presented to the board of directors at a subsequent meeting. If our board of directors elects to establish pre-approval policies and procedures regarding non-audit services, the board of directors must be informed of each non-audit service provided by the independent auditor. Board of Directors pre-approval of non-audit services, other than review and attest services, also will not be required if such services fall within available exceptions established by the SEC. For the fiscal years ended December 31, 2021 and 2020, 100% of audit-related services, tax services and other services performed by our independent auditors were pre-approved by our board of directors.

Our board has considered whether the services described above under the caption "All Other Fees", which are currently none, is compatible with maintaining the auditor's independence.

The board approved all fees described above.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENTS

The following documents are filed as part of this 10-K:

1. FINANCIAL STATEMENTS

The following documents are filed in Part II, Item 8 of this annual report on Form 10-K:

- Report of BF Borgers, CPA PC, Independent Registered Certified Public Accounting Firm for the fiscal year ended December 31, 2021 and 2020
- AllyMe Group, Inc. and Subsidiaries Consolidated Balance Sheets as of December 31, 2020
- NEXT-ChemX Corporation Statements of Operations and Comprehensive Loss for the years ended December 31, 2021 and 2021
- NEXT-ChemX Corporation Stockholders' Deficit for the period from December 31, 2021 to December 31, 2020
- NEXT-ChemX Corporation Statements of Cash Flows for the years ended December 31, 2021 and 2021
- NEXT-ChemX Corporation Notes to Consolidated Financial Statements

2. FINANCIAL STATEMENT SCHEDULES

All financial statement schedules have been omitted as they are not required, not applicable, or the required information is otherwise included.

3. EXHIBITS

The exhibits listed below are filed as part of or incorporated by reference in this report.

Exhibit No.	Identification of Exhibit
2.1	Asset Purchase Agreement between the Company and NEXT-ChemX Corporation (Texas)
3.1	Amended Articles of Incorporation
3.2	Bylaws of NEXT-ChemX Corporation
10.1	NEXT-ChemX Corporation 2021 Stock Incentive Plan
31.1	Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Officers pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101	Inline XBRL Document Set for the financial statements and accompanying notes in Part II, Item 8, "Financial Statements and Supplementary Data" of this Annual Report on Form 10-K.
104	Inline XBRL for the cover page of this Annual Report on Form 10-K, included in the Exhibit 101 Inline XBRL Document Set.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

NEXT-ChemX Corporation
(Registrant)

By */s/ Benton H Wilcoxon*
Benton H Wilcoxon
Chief Executive Officer

Date April 15, 2022

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following person on behalf of the registrant and in the capacity and on the date indicated.

By */s/ John Michael Johnson*
John Michael Johnson
President, Chief Financial Officer

Date April 15, 2022

Exhibit 2.1

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of the 27th day of April 2021 (this "Agreement")is entered into by and among, AllyMe Group, Inc., a Nevada corporation ("ALLYME"); and NEXT-ChemX Corporation, a Texas company, ("CHEMX"). ALLYME and CHEMX are referred to singularly as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS,CHEMX owns a Novel Membrane Based Ion Extraction Technology ("Membrane Technology") to extract ions in very low concentrations in mildly acidic or basic solutions, which allows a continuous transfer without high pressure, temperature, or electrolysis as it "mimics biological processes found in nature"; and

WHEREAS,ALLYME wishes to purchase and acquire all of CHEMX's Membrane Technology assets including its intellectual property with related patents, patents pending, patents in preparation, proprietary technology, development plans, contractual rights used in connection with, or related to, the Membrane Technology, and CHEMX desires to sell such assets, intellectual properties and contractual rights to ALLYME; and

WHEREAS,ALLYME and CHEMX propose to enter into this Agreement which provides, among other things, that CHEMX will transfer and sell all of CHEMX's Membrane Technology assets, intellectual properties and contractual rights used in connection with, or related to, the Membrane Technology to ALLYME in exchange for such number of shares of ALLYME's common stock as set forth herein(the "Asset Purchase"), on the terms and conditions set forth herein and such additional items as more fully described in this Agreement.

NOW,THEREFORE, in consideration, of the promises and of the mutual representations, warranties and agreements set forth herein, the Parties hereto agree as follows:

ARTICLEI
DEFINITIONS

Section1.01. Definitions. The following terms shall have the following respective meanings:

"Assets" means the following:

Novel Membrane Based Ion Extraction Technology ("Membrane Technology"), invented and proven by Scientist Nikolai Kocherginsky, PhD, to extract ions in very low concentrations in mildly acidic or basic solutions, which allows a continuous transfer without high pressure, temperature, or electrolysis as it "mimics biological processes found in nature". This includes all past laboratory pilot data, patents, patents pending, current patent preparations, research data, proprietary technology and know-how related to said Membrane Technology.

Development of this technology commenced several years ago with the extraction of radioactive strontium in a small pilot system while performing research at the University of Singapore resulting in a Patent # 70059 being issued in Singapore. Another pilot plant was produced to economically extract copper ions from circuit board etching solutions. Continued development of the technology resulted in the issuance of US Patent # US 10,065,132 B2 on September 4, 2018 for "Membrane-Based Washing and Deacidification of Oils". Further IP is being developed for the extraction of additional ions from solutions.

"Closing"	the closing of the transactions contemplated by this Agreement;
"Completion"	completion of acquisition of the Assets (as such term is defined below) by ALLYME and issuance of the Exchange Shares (as such term is defined below) in accordance with the terms and conditions of this Agreement;
"Encumbrance"	shall mean any mortgage, charge, pledge, lien, (otherwise than arising by statute or operation of law), equities, hypothecation or other encumbrance, priority or security interest, pre-emptive right, deferred purchase, title retention, leasing, sale-and-repurchase or sale-and-leaseback arrangement whatsoever over or in any property, assets or rights of whatsoever nature and includes any agreement for any of the same and reference to "Encumbrances" shall be construed accordingly;
"Person"	any individual, firm, company, government, state or agency of a state or any joint venture, association or partnership (whether or not having separate legal personality);
"US"	United States of America; and
"United States Dollars" or "US$"	United States dollars.

Section1.02. Rules of Construction.

(a)Unless the context otherwise requires, as used in this Agreement: (i) "including" means "including, without limitation"; (ii) words in the singular include the plural; (iii) words in the plural include the singular; (iv) words applicable to one gender shall be construed to apply to each gender; (v) the terms "hereof," "herein," "hereby, "hereto" and derivative or similar words refer to this entire Agreement; (vi) the terms "Article" and "Section" shall refer to the specified Article or Section of or to this Agreement; and (vii) the term "day "shall refer to calendar days.

(b)Titles and headings to Articles and Sections are inserted for convenience of reference only, and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

ARTICLEII
THEASSET PURCHASE

Section2.01. Asset Purchase.

(a)Subject to and upon the terms and conditions of this Agreement, on the Closing Date (as defined hereafter), ALLYME shall acquire all of the Membrane Technology Assets from CHEMX with all of such Assets acquired being free from all Encumbrances together with all rights now or hereafter attaching thereto, and ALLYME shall be the sole owner of the Assets.

(b)As consideration for the transfer or sale of the Assets to ALLYME by CHEMX, ALLYME shall issue to CHEMX Twenty Three Million Eight Hundred and Forty Four Thousand and Four Hundred and Forty Eight (23,844,448) shares of ALLYME's common stock, par valueUS$0.0001 (the "Exchange Shares"). The Parties hereby agree that the Exchange Shares are valued at $REDACTED per share and that the price of the Assets, as reflected by such valuation of the Exchange Shares is $REDACTED.

(c)The Asset Purchase shall take place upon the terms and conditions provided for in this Agreement and in accordance with applicable law. If the Closing does not occur as set forth in Section 2.02 of this Agreement due to one Party's failure to perform, then the other Party may terminate the Agreement.

Section2.02. Closing Location. The Closing of the Asset Purchase and the other transactions contemplated by this Agreement will occur as soon as possible (the "Closing Date"), at the offices of ALLYME's legal counsel, Kline Law Group, address15615 Alton Pkwy. Ste. 450, Irvine CA 92618.

Section2.03. CHEMX's Closing and Post-Closing Items.

(a)At the Closing, CHEMX shall tender to ALLYME:

(1)the Bill of Sale in a form acceptable to ALLYME and its legal counsel, together with such other separate instruments of sale,transfer or assignment as ALLYME reasonably requests for the transfer of ownership of the Assets to ALLYME; and

(2)a certificate signed by CHEMX certifying that the conditions in Section 8.01(b) have been satisfied.

(b)Following the Closing, CHEMX shall provide in a timely manner all documents, purchase agreements and any other instruments reasonably required to effect the transfer of ownership of the Assets to ALLYME.

Section2.04. ALLYME's Closing and Post-Closing Items.

(a) At the Closing, ALLYME will tender to CHEMX:

(1)A certified copy(ies) of resolutions of the Board of Directors of ALLYME in a form satisfactory to CHEMX, acting reasonably, authorizing:

(i) the execution and delivery of this Agreement by ALLYME; and

(ii)the issuance of the Exchange Shares to CHEMX.

(2)A share certificate or certificates, registered in the name of CHEMX as set forth above representing all of the Exchange Shares; and

(3)A certificate executed by a duly appointed officer of ALLYME certifying that the conditions in Section 9.01(b) have been satisfied.

ARTICLEIII
REPRESENTATIONSAND WARRANTIES

Section3.01. Each Party represents and warrants to the other Party that each of the warranties it makes is accurate in all respects and not misleading as at the date of this Agreement.

Section3.02. Each Party undertakes to disclose in writing to the other Party anything which is or may constitute a breach of or be inconsistent with any of the warranties immediately upon the same coming to its notice at the time of and after Completion.

Section3.03. Each Party agrees that each of the warranties it makes shall be construed as a separate and independent warranty and (except where expressly provided to the contrary) shall not be limited or restricted by reference to or inference from the terms of any other warranty or any other term of this Agreement.

Section3.04. Each Party acknowledges that the restrictions contained in Section 11.01 shall continue to apply after the Closing without limit in time.

ARTICLEIV
REPRESENTATIONSAND WARRANTIES OF ALLYME

Section4.01. Organization, Standing and Authority; Foreign Qualification. ALLYME is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and has all requisite corporate power and authority to own, lease and operate its properties and to conduct its business as presently conducted and as proposed to be conducted and is duly qualified or licensed as a foreign corporation in good standing in each jurisdiction in which the character of its properties or the nature of its business activities require such qualification.

Section4.02. Corporate Authorization. The execution, delivery and performance by ALLYME of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of ALLYME, and this Agreement constitutes a valid and binding agreement of ALLYME. The Exchange Shares to be issued in accordance with this Agreement shall be duly authorized and, upon such issuance, will be validly issued, fully paid and non-assessable.

Section4.03. Capitalization. (a) ALLYME's authorized capital stock is Seventy Five Million (75,000,000) authorized shares of common stock (the "Common Stock") and as of the Closing Date prior to the issuance of the Exchange Shares, the Common Stock outstanding is Three Million Five Hundred and Forty Thousand and Nine Hundred and Eighty Nine (3,540,989) and shall consist of All issued and outstanding shares of ALLYME's Common Stock all of which are duly authorized, validly issued, fully paid and non-assessable.

Section4.04. No Conflict. The execution, delivery and performance of this Agreement and the completion of the transactions contemplated herein will not:

(a)violate any provision of the Articles of Incorporation, Bylaws or other charter or organizational document of ALLYME;

(b)violate, conflict with or result in the breach of any of the terms of, result in any modification of the effect of, otherwise give any other contracting party the right to terminate, or constitute (or with notice or lapse of time or both constitute) a default under, any contract to which ALLYME is a party or by or to which either of its assets or properties, may be bound or subject;

(c)violate any order, judgment, injunction, award or decree of any court, arbitrator or governmental or regulatory body against, or binding upon, or any agreement with, or condition imposed by, any governmental or regulatory body, foreign or domestic, binding upon ALLYME or upon the securities, assets or business of ALLYME;

(d)violate any statute, law or regulation of any jurisdiction as such statute, law or regulation relates to ALLYME or to the securities, properties or business of ALLYME; or

(e)result in the breach of any of the terms or conditions of, constitute a default under, or otherwise cause an impairment of, any permit or license held by ALLYME.

Section4.05. Litigation. There is no litigation, suit, proceeding, action or claim at law or in equity, pending or to ALLYME's best knowledge threatened against or affecting ALLYME or involving any of ALLYME's property or assets, before any court, agency, authority or arbitration tribunal, including, without limitation, any product liability, workers' compensation or wrongful dismissal claims, or claims, actions, suits or proceedings relating to toxic materials, hazardous substances, pollution or the environment. ALLYME is not subject to or in default with respect to any notice, order, writ, injunction or decree of any court, agency, authority or arbitration tribunal.

Section4.06. Compliance with Laws. To the best knowledge of ALLYME, it has complied with all laws, municipal bylaws, regulations, rules, orders, judgments, decrees and other requirements and policies imposed by any governmental authority applicable to it, its properties or the operation of its business, except where the failure to comply will not have a material adverse effect on the business, properties, financial condition or earnings of ALLYME.

Section4.07. Material Information. This Agreement and all other information provided, in writing, by ALLYME or representatives thereof to CHEMX, taken as a whole, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make any statement contained herein or therein not misleading. There are no facts or conditions which have not been disclosed to CHEMX in writing which, individually or in the aggregate, could have a material adverse effect on ALLYME or a material adverse effect on the ability of ALLYME to perform any of its obligations pursuant to this Agreement.

Section4.08. Brokerage. No broker or finder has acted, directly or indirectly, for ALLYME nor did ALLYME incur any finder's fee or other commission, in connection with the transactions contemplated by this Agreement.

ARTICLEV
REPRESENTATIONSAND WARRANTIES OF CHEMX

CHEMX represents and warrant to ALLYME as follows:

Section5.01. Standing and Authority. CHEMX has all requisite power and authority to own, lease and operate the Assets and to conduct any business related to the Assets as presently conducted and as proposed to be conducted and is duly qualified or licensed in each jurisdiction in which the character of the Assets or the nature of the business activities related to the Assets require such qualification.

Section5.02. Authorization. The execution, delivery and performance by CHEMX of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary actions, as the case may be, on the part of CHEMX and CHEMX has duly executed and delivered this Agreement and this Agreement constitutes a valid and binding agreement of CHEMX. CHEMX has the authority and legal capacity to sell the Assets as contemplated hereunder.

Section5.03. Title to the Assets. CHEMX holds one hundred percent (100%) of the Assets without any Encumbrances thereon whatsoever. Upon Completion, ALLYME shall be the beneficial and record holder of the Assets, without any Encumbrances thereon. Except for this Agreement, the Assets are not subject to any contracts, agreements or other arrangements under which CHEMX or any other Personas granted, or is obligated to grant, rights to others to use, reproduce, own, control, market or exploit the Assets or any part of the Assets.

Section5.04. Sale of Exchange Shares. Upon completion of the purchase and sale of the Exchange Shares, CHEMX shall be the beneficial and record holder of the Exchange Shares.

Section5.05. Affiliated Party; Investment Risk. CHEMX understands that an investment in ALLYME includes a high degree of risk, he has such knowledge and experience in financial and business matters, investments, securities and private placements as to be capable of evaluating the merits and risks of his investment in the Exchange Shares, is in a financial position to hold the Exchange Shares for an indefinite period of time, and is able to bear the economic risk of, and withstand a complete loss of such investment in the Exchange Shares.

Section5.06. Cooperation. If required by applicable securities laws or order of a securities regulatory authority, stock exchanger other regulatory authority, CHEMX will execute, deliver, file and otherwise assist ALLYME in filing such reports, undertakings and other documents as may be required with respect to the issuance of the Exchange Shares.

Section5.07. Tax Advice. CHEMX is solely responsible for obtaining such legal, including tax, advice as he considers necessary or appropriate in connection with the execution, delivery and performance by CHEMX of this Agreement and the transactions contemplated herein.

Section5.08. Investment Representations. All of the acknowledgements, representations, warranties and covenants set out in ExhibitA hereto are true and correct as of the date hereof and as of the Closing Date.

Section5.09. No Conflict. The execution, delivery and performance of this Agreement and the completion of the transactions contemplated herein will not:

(a)violate, conflict with or result in the breach of any of the terms of, result in any modification of the effect of, otherwise give any other contracting party the right to terminate, or constitute (or with notice or lapse of time or both constitute) a default under, any contract to which CHEMX is a party or by or to which his assets or properties (including the Assets) may be bound or subject;

(b)violate any order, judgment, injunction, award or decree of any court, arbitrator or governmental or regulatory body against, or binding upon, or any agreement with, or condition imposed by, any governmental or regulatory body, foreign or domestic, binding upon CHEMX, the assets (including the Assets) or business of CHEMX;

(c)violate any statute, law or regulation of any jurisdiction as such statute, law or regulation relates to CHEMX or to the assets(including the Assets), properties or business of CHEMX; or

(d)result in the breach of any of the terms or conditions of, constitute a default under, or otherwise cause an impairment of, any permit or license held by CHEMX.

Section5.10. Compliance with Laws. To the best of CHEMX's knowledge, CHEMX is not in violation of any applicable order, judgment, injunction, award or decree nor is he in violation of any federal, provincial, state, local, municipal or foreign law, ordinance or regulation or any other requirement of any governmental or regulatory body, court or arbitrator, other than those violations which, in the aggregate, would not have a material adverse effect on CHEMX or his assets (including the Assets) and has not received written notice that any violation is being alleged.

Section5.11. Material Information. This Agreement and all other information provided in writing by CHEMX to ALLYME, taken as a whole, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make any statement contained herein or therein not misleading. There are no facts or conditions, which have not been disclosed to ALLYME in writing which, individually or in the aggregate, could have a material adverse effect on CHEMX or the Assets or a material adverse effect on the ability of CHEMX to perform any of his obligations pursuant to this Agreement.

Section5.12. Actions and Proceedings. There are no outstanding orders, judgments, injunctions, awards or decrees of any court, governmental or regulatory body or arbitration tribunal against or involving CHEMX or any of his assets (including the Assets).There are no actions, suits or claims or legal, regulatory, administrative or arbitration proceedings pending or, to the knowledge of CHEMX, threatened against or involving CHEMX or any of his assets (including the Assets).

ARTICLEVI
COVENANTSAND AGREEMENTS OF CHEMX

Section6.01. Conduct of Businesses in the Ordinary Course. From the date of this Agreement to the Closing Date, CHEMX shall conduct the business related to the Assets substantially in the manner in which it is currently conducted.

Section6.02. Preservation of Assets. From the date of this Agreement to the Closing Date, CHEMX shall use his best efforts to preserve intact the Assets and to keep available the services, and preserve the goodwill, of his present managers, officers, employees, agents, and consultants, if any, performing any services pertaining to the Assets.

Section6.03. Conduct Pending the Closing Date. From the date of this Agreement to the Closing Date: (a) CHEMX shall use his best efforts to conduct his affairs in such a manner so that, except as otherwise contemplated or permitted by this Agreement, the representations and warranties contained in Article V shall continue to be true and correct on and as of the Closing Date as if made on and as of the Closing Date; and (b) CHEMX shall promptly notify ALLYME of any event, condition or circumstance that would constitute a violation or breach of this Agreement by CHEMX.

Section6.04. Corporate Examinations and Investigations. Prior to the Closing Date, ALLYME shall be entitled, through its employees and representatives, to make such reasonable investigation of the assets, liabilities, properties, business and operations of CHEMX, and such examination of the books, records, tax returns, results of operations and financial condition of CHEMX. Any such investigation and examination shall be conducted at reasonable times and under reasonable circumstances and CHEMX and his employees and representatives, including without limitation, their counsel and independent public accountants, shall cooperate fully with such representatives in connection with such reasonable review and examination.

ARTICLEVII
COVENANTSAND AGREEMENTS OF ALLYME

Section7.01. Litigation. From the date of this Agreement to the Closing Date, ALLYME shall notify CHEMX of any actions or proceedings of the type described in Section 4.05 that are threatened or commenced against ALLYME or against any officer, director, employee, properties or assets of ALLYME and of any requests for information or documentary materials by any governmental or regulatory body in connection with the transactions contemplated hereby.

Section7.02. Conduct of ALLYME Pending the Closing. From the date hereof through the Closing Date:

(a)ALLYME shall use its best efforts to conduct its affairs in such a manner so that, except as otherwise contemplated or permitted by this Agreement, the representations and warranties contained in Article IV shall continue to be true and correct on and as of the Closing Date as if made on and as of the Closing Date; and

(b)ALLYME shall promptly notify CHEMX of any event, condition or circumstance occurring from the date hereof through the Closing Date that would constitute a violation or breach of this Agreement by ALLYME.

ARTICLEVIII
CONDITIONSPRECEDENT TO THE OBLIGATION OF ALLYME TO CLOSE

The obligations of ALLYME to be performed by it at the Closing pursuant to this Agreement are subject to the fulfilment on or before the Closing Date, of each of the following conditions, any one or more of which may be waived by it, to the extent permitted bylaw:

Section8.01. Representations and Covenants. (a) The representations and warranties of CHEMX contained in this Agreement shall be true and correct on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date, except that any of such representations and warranties that are given as of a particular date and relate solely to a particular date or period shall be true as of such date or period; and

(b)CHEMX shall have performed and complied with all covenants and agreements required by this Agreement to be performed or complied with by him on or before the Closing Date. CHEMX shall have delivered to ALLYME a certificate, dated the Closing Date, and signed by him to the foregoing effect.

Section8.02. Governmental Permits and Approvals.

(a)All approvals, authorizations, consents, permits and licenses from governmental and regulatory bodies required for the transactions contemplated by this Agreement and to permit the business currently carried on by CHEMX with respect to the Assets to continue to be carried on substantially in the same manner by ALLYME immediately following the Closing Date shall have been obtained and shall be in full force and effect, and ALLYME shall have been furnished with appropriate evidence, reasonably satisfactory to it, of the granting of such approvals, authorizations, consents, permits and licenses; and

(b)There shall not have been any action taken by any court, governmental or regulatory body then prohibiting or making illegal on the Closing Date the transactions contemplated by this Agreement.

Section8.03. Third Party Consents. All consents, permits and approvals from parties to contracts with CHEMX that may be required in connection with transactions contemplated hereby or the continuance of such contracts in full force and effect after the Closing Date, shall have been obtained.

Section8.04. Litigation. No action, suit or proceeding shall have been instituted and be continuing or be threatened by any Person to restrain, modify or prevent the carrying out of the transactions contemplated hereby, or to seek damages in connection with such transactions, or that has or could have a material adverse effect on CHEMX or the Assets.

Section8.05 Due Diligence Review. ALLYME must have received results satisfactory to it, in its sole discretion, from its due diligence review of CHEMX and the Assets.

Section8.06 Closing Documents. CHEMX shall have executed and delivered the documents described in Section 2.03 above.

ARTICLEIX
CONDITIONSPRECEDENT TO THE OBLIGATION OF CHEMX TO CLOSE

The obligations of CHEMX to be performed by him at the Closing pursuant to this Agreement are subject to the fulfillment, on or before the Closing Date, of each the following conditions, any one or more of which may be waived by him, to the extent permitted bylaw:

Section9.01. Representations and Covenants. (a) The representations and warranties of ALLYME contained in this Agreement shall be true and correct on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date, except that any of such representations and warranties that are given as of a particular date and relate solely to a particular date or period shall be true as of such date or period; and

(b)ALLYME shall have performed and complied with all covenants and agreements required by this Agreement to be performed or complied with by it on or before the Closing Date. ALLYME shall have delivered to CHEMX a certificate dated the Closing Date, and signed by an authorized signatory of ALLYME to the foregoing effect.

Section9.02. Litigation. No action, suit or proceeding shall have been instituted and be continuing or be threatened by any Person to restrain, modify or prevent the carrying out of the transactions contemplated hereby, or to seek damages in connection with such transactions, or that has or could have a material adverse effect on ALLYME.

Section9.03. Closing Documents. ALLYME shall have executed and delivered the documents described in Section 2.04 above.

ARTICLEX
TERMINATION

Section10.01. Termination. Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated and the Asset Purchase and the other transactions contemplated by this Agreement shall be abandoned at any time prior to the Closing: by mutual written consent of CHEMX and ALLYME.

Section10.02. Effect of Termination. If this Agreement is terminated and the transactions contemplated hereby are abandoned as described in Section 10.01, this Agreement shall become null and void and of no further force and effect.

ARTICLEXI
POST-CLOSINGCOVENANTS

Section11.01 CHEMX's Covenants. CHEMX hereby covenants with ALLYME and promises as follows:

(a) To take any and all actions reasonably requested by ALLYME to ensure that ALLYME receives all information, documents, passwords, assignments and any other documents, consents, assignments, or information necessary for ALLYME to own and operate the Assets.

(b) To execute any and all documents, filings or other instruments as may be necessary to transfer and assign to ALLYME all of the intellectual property related to the Assets.

MISCELLANEOUS

Section11.02. Time. Time shall be of the essence hereof.

Section11.03. Notices. Any notice or other writing required or permitted to be given hereunder or for the purposes hereof shall be sufficiently given if delivered to the Party to whom it is given or, if mailed, by prepaid registered mail, or sent by email, addressed to such Party at:

if to CHEMX, at:

1111W 12th St., #113
Austin, Texas 78703
b.wilcoxon@next-chemx.com

if to ALLYME, at:

1111W 12th St., #113
Austin, Texas 78703

or at such other physical address as the Party to whom such writing is to be given shall have last notified to the Party giving the same in the manner provided in this article. Written notice hereunder, shall be delivered personally or sent to each Party by(i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid or (iv) electronic mail. In the case of delivery by certified mail, such mailing shall be deemed to have been delivered following deposit with the U.S. Postal Service, if deposited at a United States post office five (5) calendar days following deposit with the U.S. Postal Service. In the case of overnight delivery, delivery shall be deemed to be completed upon receipt of the notice at the address provided. In the case of email delivery, delivery shall be deemed to be completed upon the email message having been sent.

Section11.04. Severability. If a court of competent jurisdiction determines that any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions shall not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless in either case as a result of such determination this Agreement would fail in its essential purpose.

Section11.05. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, oral or written, by and between any of the Parties with respect to the subject matter hereof.

Section11.06. Further Assurances. The Parties shall with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to give effect to the purpose of this Agreement and carry out its provisions whether before or after the Closing Date.

Section11.07. Waiver. Except as provided in this Article, no action taken or inaction pursuant to this Agreement will be deemed to constitute a waiver of compliance with any warranties, conditions or covenants contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. No waiver of any right under this Agreement shall be binding unless executed in writing by the Party to be bound thereby.

Section11.08. Counterparts. This Agreement may be executed in as many counterparts as may be necessary or by facsimile and each such counterpart agreement or facsimile so executed shall be deemed to be an original and such counterparts and facsimile copies together shall constitute one and the same instrument and shall be valid and enforceable.

[SIGNATUREPAGE TO FOLLOW.]

INWITNESS WHEREOF the Parties hereto have set their hand and seal as of the day and year first above written.

ALLYMEGROUP INC.
a Nevada corporation

By: */s/*
Name: J. Michael Johnson
Title: President

NEXT-CHEMX CORPORATION
a Texas corporation

By: */s/*
Name: Benton H Wilcoxon
Title: CEO

AMENDED AND RESTATED

ARTICLES OF INCORPORATION

OF

NEXT-ChemX Corporation

The undersigned duly elected Chief Executive Officer, President and Secretary of NEXT-ChemX Corporation, a corporationorganized and existing under and by virtue of the Nevada General Corporation Law (the "Corporation"), do hereby certify that:

FIRST: That the Board of Directors of NEXT-ChemX Corporation, formerly known as AllyMe Group Inc., by unanimous written consent, and resolutions were duly adopted on July 23, 2021 to amend the Articles of Incorporation as set forthbelow.

SECOND: That by action of the majority of the Shareholders of NEXT-ChemX Corporation, a resolution was duly adopted setting forth the proposed amendment to the Corporation's Articles of Incorporation. The resolution setting forth the proposed amendment is as follows:

RESOLVED: The Shareholders of this Corporation hereby approve the following amendment to the Corporation's Articles of Incorporation, so that, as amended,the Corporation's Articles of Incorporation shall be and read as follows:

FIRST. The name of the corporation is:

NEXT-ChemX Corporation

SECOND. Its registered office will remain in the State of Nevada is located at 3773 Howard Hughes Parkway,Las Vegas, Nevada 89169 that this Corporation may maintain an office, or offices, in such other place within or without the State of Nevada as may be from time to time designated by the Board of Directors, or by the By-Laws of said Corporation, and that this Corporation may conduct all Corporation business of every kind and nature, including the holding of all meetings of Directors and Stockholders, outside of Nevada as well as within the State of Nevada.

THIRD. The objects for which this Corporation is formed are: To engage in any lawful activity, including, but not limited to the following:

(A) Shall have such rights, privileges and powers as may be conferred upon corporations by any existing law;

(B) May at any time exercise such rights, privileges and powers, when not inconsistent with the purposes and objects for which this corporation is organized;

(C) Shall have power to have succession by its corporate name for the period limited in its certificate or articles of incorporation, and when no period is limited, perpetually, or until dissolved and its affairs wound up according to law;

(D) Shall have power to sue and be sued in any court of law or equity;

(E) Shall have power to make contracts;

(F) Shall have power to hold, purchase and convey real and personal estate and to mortgage or lease any such real and personal estate with its franchises. The power to hold real and personal estate shall include the power to take the same by devise or bequest in the State of Nevada, or in any other state, territory or country;

(G) Shall have power to appoint such officers and agents as the affairs of the corporation shall require, and to allow them suitable compensation;

(H) Shall have power to wind up and dissolve itself, or be wound up or dissolved;

(I) Shall have power to adopt and use a common seal or stamp and alter the same at pleasure. The use of a seal or stamp by the corporation on any corporate documents is not necessary. The corporation may use a seal or stamp, if it desires, but such use or non-use shall not in any way affect the legality of the document;

(J) Shall have power to borrow money and contract debts when necessary or the transaction of its business, or for the exercise of its corporate rights, privileges for franchises, or for any other lawful purpose of its incorporation; to issue bonds, promissory notes, bills of exchange, debentures, and other obligation and evidences of indebtedness, payable at a specified time or times, or payable upon the happening of a specified event or events, whether secured by mortgage, pledge or otherwise, or unsecured, of money borrowed, or in payment for property purchased, or acquired, or for any other lawful object;

(K) Shall have power to guarantee, purchase, hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of the shares of the capital stock of, or any bonds, securities or evidence of the indebtedness created by, any other corporation or corporations of the State of Nevada, or any other state or government, and, while owners of such stock, bonds, securities or evidences of indebtedness, to exercise all the rights, powers and privileges of ownership, including the right to vote, if any;

(L) Shall have power to purchase, hold, sell and transfer shares of its own capital stock, and use therefor its capital surplus, surplus or other property or fund;

(M) Shall have power to conduct business, have one or more offices, and hold, purchase, mortgage and convey real and personal property in the State of Nevada, and in any of the several states, territories, possessions and dependencies of the United States, the District of Columbia, and any foreign countries;

(N) Shall have power to do all and everything necessary and proper for the accomplishment of the objects enumerated in its certificate or articles of incorporation, or any amendment thereof, or necessary or incidental to the protection and benefit of the corporation, and, in general, to carry on any lawful business necessary or incidental to the attainment of the objects of the corporation, whether or not such business is similar in nature to the objects set forth in the certificate or articles of incorporation of the corporation, or any amendment thereof;

(O) Shall have power to make donations for the public welfare or for charitable, scientific or educational purposes; and

(P) Shall have power to enter into partnerships, general or limited, or joint ventures, in connection with any lawful activities, as may be allowed by law.

FOURTH. **Section 1. Authorized Common and Preferred Stock.** That the total number of common stock authorized that may be issued by the Corporation is ONE HUNDRED MILLION (100,000,000) shares of stock ($.001) par value and the total number of preferred stock authorized that may be issued by the Corporation is FIVE MILLION (5,000,000) shares ($0.001) par value and no other class of stock shall be authorized. The description of the Preferred Stock with the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends, and qualifications and rights thereof are as follows:

(A) Preferred Stock may be issued, from time to time, in one or more Series, each of such Series to have such terms as are stated and expressed herein and in the resolutions, providing for the issue of such Series adopted by the Board of Directors as hereinafter provided.

(B) The Board of Directors, subject to the provisions hereof, may classify or reclassify any unissued Shares of Preferred Stock into one or more Series of Preferred Stock by fixing or altering in any one or more respects, from time to time, before issuance of such unissued Shares:

(i) The distinctive designation of such Series and the number of Shares to constitute such Series;

(ii) The annual dividend rate on the Shares of such Series, the time of payment, whether or not dividends thereon shall be cumulative, and, if cumulative, the date or dates from which such dividends shall be cumulative;

(iii) The price at and any terms and conditions on which Shares may be redeemed;

(iv) The sinking fund provisions for the redemption or purchase of Shares;

(v) The amount payable on the Shares of such Series in the event of voluntary liquidation, dissolution, or winding up of the Corporation;

(vi) The amount payable on the Shares of such Series in the event of involuntary liquidation;

(vii) Whether or not the Shares of such Series shall be convertible into Shares of stock of any other class or classes, and if so convertible, the terms and conditions of such conversion;

(viii) The limitations and restrictions, if any, to be effective while any Shares of such Series are outstanding, upon the payment of dividends or making of other distributions on the Common Stock or any other class or classes of stock of the Corporation ranking junior to the Shares of such Series;

(ix) The conditions or restrictions, if any, upon the creation of indebtedness of the Corporation or any subsidiary and the conditions or restrictions, if any, upon the issuance of any additional stock (including additional Shares of such Series or of any other Series) ranking on a parity with or prior to the Shares of such Series as to dividends or upon liquidation;

(x) Any right to vote with holders of Shares of any other Series or class and any right to vote as a class, either generally or as a condition to specified corporate action; and

(xi) Such other preferences, rights, restrictions, and qualifications as shall not be inconsistent herewith.

(C) All Shares of any Series of Preferred Stock shall be identical with each other in all respects, except that Shares of any one Series issued at different times may differ as to the dates from which dividends thereon shall be cumulative, if cumulative dividends have been designated for such Series, and all Series shall rank equally and be identical in all respects, except as permitted by the foregoing provisions of Section (2) hereof.

(D) The Preferred Stock is senior to the Common Stock, and the Common Stock is subject to the rights and preferences of the Preferred Stock as herein set forth.

(E) (i) The holders of Preferred Stock of each Series shall be entitled to receive, and the Corporation shall be bound to pay, out of any funds legally available for such purpose, when and as declared by the Board of Directors, cash dividends thereon at such rate and payable at such times as shall be fixed and determined for such Series as herein set forth. Dividends with respect to each Series of Preferred Stock shall be cumulative or non-cumulative, as determined by the Board of Directors, and shall accrue from such date or dates as shall have been fixed and determined with respect to such Series by the Board of Directors as herein provided.

(ii) In no event, so long as any Preferred Stock shall remain outstanding, shall any dividend whatsoever be declared or paid upon, or any distribution be made or ordered in respect of, the Common Stock or any other class of stock ranking junior to the Preferred Stock, or any moneys be set aside for or applied to the purchase or redemption (through a sinking fund or otherwise) of Shares of Common Stock or of any other such junior class of stock, unless:

(a) Full cumulative dividends on the Preferred Stock of all Series for all past dividend periods shall have been paid with respect to any outstanding Preferred Shares having cumulative dividend rights, and the full dividend on all outstanding Shares of Preferred Stock of all Series for the then current dividend period, if any, shall have been paid or declared and set apart for payment; and

(b) The Corporation shall have set aside all amounts, if any, theretofore required to be set aside as and for sinking funds, if any, for the Preferred Stock of all Series for the then current year, and all defaults, if any, in complying with any such sinking fund requirements in respect of previous years shall have been made good.

(iii) Subject to the foregoing provisions respecting the Preferred Stock, and not otherwise, dividends, payable in cash, stock, or otherwise, as may be determined by the Board of Directors, may be declared and paid upon the Common Stock, from time to time, out of any funds legally available therefor, and no holder of any Shares of any Series of Preferred Stock, as such, shall be entitled to participate in any such dividend.

(F) The Corporation, at the option of the Board of Directors, may, at any time permitted by the resolution or resolutions adopted by the Board of Directors providing for the issuance of any Series of Preferred Stock, and at the redemption price per Share fixed and determined for such Series, redeem the whole or any part of the Shares of such Series at the time outstanding (the total sum so payable on any such redemption being herein referred to as the "redemption price"). Notice of every such redemption shall be mailed to the holders of record of the Shares of such Series so to be redeemed at their respective addresses as the same shall appear on the books of the Corporation. Such notice shall be mailed at least 30 days in advance of the date designated for such redemption to the holders of record of Shares so to be redeemed. In case of the redemption of a part only of any Series at the time outstanding, the Shares of such Series so to be redeemed shall be selected by lot or pro rate in such manner as the Board of Directors may determine

(G) If, on the redemption date specified in such notice, the funds necessary for such redemption shall have been set aside by the Corporation, separate and apart from its other funds, in trust for the pro rata benefit of the holders of the Shares so called for redemption, then, notwithstanding that any certificates for Shares of Preferred Stock so called for redemption shall not have been surrendered for cancellation, the Shares represented thereby shall no longer be deemed outstanding, the right to receive dividends thereon shall cease to accrue from and after the date of redemption so designated, and all rights of holders of the Shares of Preferred Stock so called for redemption shall forthwith, after such redemption date, cease and terminate, excepting only the right of the holders thereof to receive the redemption price therefor but without interest. Any moneys so set aside by the Corporation and unclaimed at the end of six years from the date designated for such redemption shall revert to the general funds of the Corporation; after which reversion, the holders of such Shares so called for redemption shall look only to the Corporation for payment of the redemption price, and such Shares shall not still be deemed to be outstanding.

(H) Upon any liquidation, dissolution, or winding up of the Corporation, whether voluntary or involuntary, the Preferred Stock of each Series shall be entitled, before any distribution shall be made to the Common Stock or to any other class of stock junior to the Preferred Stock, to be paid the amount fixed and determined by the board of Directors for such Series as herein provided, plus accrued and unpaid dividends thereon to the date of distribution, but the Preferred Stock shall not be entitled to any further payment, and any remaining net assets shall be distributed ratably to the outstanding Common Stock. If, upon such liquidation, dissolution, or winding up of the Corporation, whether voluntary or involuntary, the net assets of the Corporation shall be insufficient to permit the payment to all outstanding Shares of Preferred Stock of all Series of the full preferential amounts to which they are respectively entitled, then the entire net assets of the Corporation shall be distributed ratably to all outstanding Shares of Preferred Stock of all Series in proportion to the full preferential amount to which each Share is entitled. Neither a consolidation nor a merger of the Corporation with or into any other corporation or corporations, nor the sale of all or substantially all of the assets of the Corporation, shall be deemed to be a liquidation, dissolution, or winding up within the meaning of this section.

(I) The Preferred Stock shall not be convertible, except to the extent that any one or more Series thereof may be issued with the privilege of conversion as may be determined by the Board of Directors prior to issuance of any Shares of such Series as herein set forth.

If the Shares of any Series are so issued with the privilege of conversion, then, at the option of the respective holders thereof, the Preferred Stock of such Series shall be convertible into a number of fully paid and non-assessable Shares of the Common Stock or any other class of stock of the Corporation at the conversion rate, or upon payment to the Corporation of the conversion price, which is in effect for the Preferred Stock of such Series at the time of such conversion. The initial conversion rate or conversion price (including, in the latter case, the number of Shares of Common Stock or other class of stock issuable upon conversion), and the terms and conditions of conversion for each Series issued with the privilege of conversion shall be fixed and determined by the Board of Directors as hereinafter provided. Such conversion price or conversion rate, with respect to any such Series, may be subject, from time to time, to adjustment by virtue of issuance of securities or rights to purchase securities of the Corporation, or upon any capital reorganization or reclassification of the Common Stock of the Corporation, or the consolidation or merger of the Corporation, or the sale, conveyance, lease, or other transfer by the Corporation of all or substantially all of its property, or in other circumstances, all to the extent and in the manner fixed and determined by the Board of Directors as herein set forth.

(J) Shares of any Series of Preferred Stock which have been issued and reacquired in any manner by the Corporation (including Shares redeemed, Shares purchased and retired, and Shares which, if convertible or exchangeable, have been converted into or exchanged for Shares of stock of any other class, classes, or Series) shall have the status of authorized and unissued Shares of Preferred Stock and may be reissued as a part of the Series of which they were originally a part, or may be reclassified and reissued as part of a new Series of Preferred Stock to be created by resolution or resolutions of the Board of Directors, or as part of any other Series of Preferred Stock, all subject to the conditions or restrictions on issuance set forth in any resolution or resolutions adopted by the Board of Directors provided for the issue of any Series of Preferred Stock.

(K) None of the holders of Preferred Stock of any Series shall have any voting powers for any purpose, except as may be specifically required by law, or except as any such right to vote may be fixed and determined by the Board of Directors prior to issuance of any Shares of such Series as herein provided.

(L) In order the Board of Directors to establish a Series of Preferred Stock, the Board of Directors shall adopt a resolution or resolutions setting forth the designation and the number of Shares of such Series and the relative rights and preferences thereof in respect of the foregoing particulars. The Board of Directors may redesignate any Shares of any Series theretofore established that have not been issued, or that have been issued and retired, as Shares of some other Series, or change the designation of outstanding Shares where desired to prevent confusion.

(M) For the purposes hereof and of any resolution of the Board of Directors providing for the classification or reclassification of any Shares of Preferred Stock:

(i) The term "outstanding," when used in reference to Shares of stock, shall mean issued Shares, excluding Shares held by the Corporation or a subsidiary, and Shares called for redemption; funds for the redemption of which shall have been deposited in trust;

COMMON STOCK

Subject to the foregoing provisions, dividends may be declared on the Common Stock, and each Share of Common Stock shall entitle the holder thereof to one vote in all proceedings in which action shall be taken by stockholders of the Corporation.

All said shares may be issued by the corporation from time to time for such considerations as may be fixed by the Board of Directors.

Section 2. Rights of the Board of Directors to Decrease in Number of Issued and Outstanding Shares of Class or Series.

(A) The Company's Board of Directors shall have the right to decrease the number of issued and outstanding shares of any or more classes or series of the Company's capital stock as held by each stockholder of record at the effective date and time of the change without correspondingly decreasing the number of authorized shares of the same class or series may do so if:

(i) The Company's board of directors adopts a resolution setting forth the proposal to decrease the number of issued and outstanding shares of any class or series; and

(ii) The proposal is approved by the vote of stockholders holding a majority of the voting power of the affected class or series, or such greater proportion as may be provided in the articles of incorporation, regardless of limitations or restrictions on the voting power of the affected class or series.

(B) If the proposal required by subsection (A) is approved by the stockholders entitled to vote, the corporation may reissue its stock in accordance with the proposal after the effective date and time of the change.

(C) Except as otherwise provided or required by NRS 78.2055, if a proposed decrease in the number of issued and outstanding shares of any class or series would adversely alter or change any preference, or any relative or other right given to any other class or series of outstanding shares, then the decrease must be approved by the vote, in addition to any vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series whose preference or rights are adversely affected by the decrease, or such greater proportion as may be provided in the articles of incorporation, regardless of limitations or restrictions on the voting power of the adversely affected class or series. The decrease does not have to be approved by the vote of the holders of shares representing a majority of the voting power of each class or series whose preference or rights are adversely affected by the decrease if the articles of incorporation specifically deny the right to vote on such a decrease.

(D) Any proposal to decrease the number of issued and outstanding shares of any class or series, if any, that includes provisions pursuant to which only money will be paid or scrip will be issued to stockholders who:

(i) Before the decrease in the number of shares becomes effective, hold 1 percent or more of the outstanding shares of the affected class or series; and

(ii) Would otherwise be entitled to receive a fraction of a share in exchange for the cancellation of all their outstanding shares.

FIFTH. The governing board of this corporation shall be known as directors, and the number of directors may from time to time be increased or decreased in such manner as shall be provided by the By-Laws of this Corporation, providing that the number of directors shall not be reduced to fewer than one (1).

SIXTH. The capital stock, after the amount of the subscription price, or par value, has been paid in, shall not be subject to assessment to pay the debts of the corporation.

SEVENTH. The name and post office address of the person signing this Amendment to the Articles of Incorporation is as follows:

NAME	**POST OFFICE ADDRESS**
Benton Wilcoxon	1111 W. 12th Street, STE 113 Austin, TX.78703

EIGHTH. The resident agent for this corporation shall remain:

INCORP SERVICES, INC.

The address of said agent, and, the registered or statutory address of this corporation in the state of Nevada, shall be:

3773 Howard Hughes Parkway,
STE 500S
Las Vegas, Nevada 89169

NINTH. The corporation is to have perpetual existence.

TENTH. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized, subject to the By-Laws, if any, adopted by the Stockholders:

A) to make, alter or amend the By-Laws of the Corporation;

B) to fix the amount to be reserved as working capital over and above its capital stock paid in; to authorize and cause to be executed, mortgages and liens upon the real and personal property of this Corporation;

C) by resolution passed by a majority of the whole Board, to designated one (1) or more committees, each committee to consist of one or more of the Directors of the Corporation, which, to the extent provided in the resolution, or in the By-Laws of the Corporation, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation. Such committee, or committees, shall have such name, or names, as may be stated in the By-Laws of the Corporation, or as may be determined from time to time by resolution adopted by the Board of Directors; and

D) when and as authorized by the affirmative vote of the Stockholders holding stock entitling them to exercise at least a majority of the voting power given at a Stockholders meeting called for that purpose, or when authorized by the written consent of the holders of at least a majority of the voting stock issued and outstanding, the Board of Directors shall have power and authority at any meeting to sell, lease or exchange all of the property and assets of the Corporation, including its good will and its corporate franchises, upon such terms and conditions as its board of Directors deems expedient and for the best interests of the Corporation.

ELEVENTH. No shareholder shall be entitled as a matter of right to subscribe for or receive additional shares of any class of stock of the Corporation, whether now or hereafter authorized, or any bonds, debentures or securities convertible into stock, but such additional shares of stock or other securities convertible into stock may be issued or disposed of by the Board of Directors to such persons on such terms as in its discretion it shall deem advisable.

TWELFTH. No director or officer of the Corporation shall be personally liable to the Corporation or any of its stockholders for damages for breach of fiduciary duty as a director or officer involving any act or omission of any such director or officer; provided, however, that the foregoing provision shall not eliminate or limit the liability of a director or officer (i) for acts or omissions which involve intentional misconduct, fraud or a knowing violation of law, or (ii) the payment of dividends in violation of Section 78.300 of the Nevada Revised Statutes. Any repeal or modification of this Article by the stockholders of the Corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director or officer of the Corporation for acts or omissions prior to such repeal or modification.

THIRTEENTH This Corporation reserves the right to amend, alter, change or repeal any provision contained in the Articles of Incorporation, in the manner now or hereafter prescribed by statute, or by the Articles of Incorporation, and all rights conferred upon Stockholders herein are granted subject to this reservation.

FOURTEENTH. In the event of a dispute concerning any claims against the Corporation any one or all of the Corporation's Directors, its officers or any combination of them asserting a violation of the Nevada Revised Statutes, the prevailing party in such dispute, whether by legal proceedings or otherwise, shall be reimbursed immediately for the reasonably incurred attorneys' fees, and other costs and expenses by the other parties to the dispute.

THIRD: That said amendment was duly adopted in accordance with provisions of Section 78.390 of the Nevada General Corporation Law.

The number of shares of the corporation outstanding and entitled to vote on an amendment to the Articles of Incorporation is 27,385,437 shares of the Corporation's Common Stock and that said changes and amendment have been consented to and approved by a majority vote of the stockholders holding a majority of each class of stock outstanding and entitled to vote thereon.

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WE, THE UNDERSIGNED, being the duly elected Chief Executive Officer, President and the Secretary of the Corporation pursuant to the Nevada Revised Statutes of the State of Nevada, do make and file thisAmendment to the Corporation's Articles of Incorporation, hereby declaring and certifying that thefacts herein stated are true, and accordingly have hereunto set my hand this 23rd day of July 2021.

J. Michael Johnson
President, Director and Secretary

Benton Wilcoxon
Chief Executive Officer and Director

Exhibit 3.2

BYLAWS
OF
NEXT-CHEMX CORPORATION
(a Nevada corporation)

ARTICLE I

Meetings of Stockholders and Other Stockholder Matters

SECTION 1. Annual Meeting. An annual meeting of the stockholders of NEXT-ChemX Corporation, a Nevada corporation (hereinafter, the "Corporation") shall be held for the election of directors and for the transaction of such other proper business at such time, date and place, either within or without the State of Nevada, as shall be designated by resolution of the Board of Directors from time to time.

SECTION 2. Special Meetings. Special meetings of stockholders for any purpose or purposes may be called by the Board of Directors, or by a committee of the Board of Directors that has been designated by the Board of Directors and whose powers and authority, as expressly provided in a resolution of the Board of Directors, include the power to call such meetings, and shall be held at such time, date and place, either within or without the State of Nevada, as shall be designated by resolution of the Board of Directors or such committee. Special meetings of stockholders may not be called by any other person or persons.

SECTION 3. Notice of Meetings. Written notice of each meeting of the stockholders, which shall state the time, date and place of the meeting and in the case of a special meeting, the purpose or purposes for which it is called, shall, unless otherwise provided by applicable law, the Articles of Incorporation or these bylaws, be given not less than ten (10) nor more than sixty (60) days before the date of such meeting to each stockholder entitled to vote at such meeting, and, if mailed, it shall be deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation. Whenever notice is required to be given, a written waiver thereof signed by the person entitled thereto, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 4. Adjournments. Any meeting of the stockholders may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At any such adjourned meeting at which a quorum may be present, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

SECTION 5. Quorum. Except as otherwise provided by Nevada law, the Articles of Incorporation or these bylaws, at any meeting of the stockholders the holders of a majority of the shares of stock, issued and outstanding and entitled to vote, shall be present in person or represented by proxy in order to constitute a quorum for the transaction of any business. In the absence of a quorum, the holders of a majority of the shares present in person or represented by proxy and entitled to vote may adjourn the meeting from time to time in the manner described in Section 4 of this Article I.

SECTION 6. Organization. At each meeting of the stockholders, the Chairman of the Board, or in his absence or inability to act, the CEO or in his absence, the President or, in his absence or inability to act, a Vice President or, in the absence or inability to act of such persons, any person designated by the Board of Directors, or in the absence of such designation, any person chosen by a majority of those stockholders present in person or represented by proxy, shall act as chairman of the meeting. The Secretary or, in his absence or inability to act, any person appointed by the chairman of the meeting shall act as secretary of the meeting and keep the minutes thereof.

SECTION 7. Notice of Business. At any annual meeting of the stockholders of the Corporation, only such business shall be conducted as shall have been brought before the meeting. To be properly brought before an annual meeting, such business must be (i) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors; (ii) otherwise properly brought before the meeting by or at the direction of the Board of Directors; or (iii) otherwise properly brought before the meeting by any stockholder of the Corporation who is a stockholder of record at the time of giving of the notice provided for in this Section 7, who shall be entitled to vote at such meeting and who complies with the notice procedures set forth in this Section 7. For business to be properly brought before an annual meeting of the stockholders by a stockholder, the stockholder shall have given timely notice thereof in writing to the Secretary of the Corporation. To be timely, a stockholder's notice shall be delivered to or mailed and received by the Secretary at the principal executive office of the Corporation not less than 60 days nor more than 90 days prior to the annual meeting; provided , however , that in the event that less than 70 days' notice or prior public disclosure of the date of the annual meeting is given or made to stockholders, notice by the stockholder to be timely must be so received not later than the close of business on the tenth day following the day on which such notice of the date of the meeting was mailed or such public disclosure was made, whichever first occurs. Such stockholder's notice to the Secretary of the Corporation shall set forth as to each matter the stockholder proposes to bring before the annual meeting (a) a brief description of the business desired to be brought before the annual meeting, the reasons for conducting such business at the annual meeting and, in the event that such business includes a proposal to amend any document, including these bylaws, the language of the proposed amendment, (b) the name and address, as they appear on the Corporation's books, of the stockholder proposing such business, (c) the class and number of shares of capital stock of the Corporation which are beneficially owned by such stockholder and (d) any material interest of such stockholder in such business. Notwithstanding anything in these bylaws to the contrary, no business shall be conducted at any annual meeting of the stockholders except in accordance with the procedures set forth in this Section 7. The chairman of the annual meeting of the stockholders shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting in accordance with the provisions of this Section 7, and if he should so determine, he shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted. Notwithstanding the foregoing provisions of this Section 7, a stockholder shall also comply with all applicable requirements of the Securities and Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder with respect to matters set forth in this Section 7.

SECTION 8. Order of Business; Conduct of Meetings. The order of business at all meetings of the stockholders shall be as determined by the chairman of the meeting.

SECTION 9. Voting; Proxies. Unless otherwise provided by Nevada law or in the Articles of Incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of capital stock which has voting power upon the matter in question held by such stockholder either (i) on the date fixed pursuant to the provisions of Section 10 of Article I of these bylaws as the record date for the determination of the stockholders to be entitled to notice of or to vote at such meeting; or (ii) if no record date is fixed, then at the close of business on the day next preceding the day on which notice is given. Each stockholder entitled to vote at any meeting of the stockholders may authorize another person or persons to act for him by proxy. Any such proxy shall be delivered to the secretary of such meeting at or prior to the time designated in the order of business for so delivering such proxies. At all meetings of the stockholders for the election of directors, a plurality of the votes cast shall be sufficient to elect. On all other matters, except as otherwise required by Nevada law or the Articles of Incorporation, a majority of the votes cast at a meeting of the stockholders shall be necessary to authorize any corporate action to be taken by vote of the stockholders. Unless required by Nevada law, or determined by the chairman of the meeting to be advisable, the vote on any question other than the election of directors need not be by written ballot. On a vote by written ballot, each written ballot shall be signed by the stockholder voting, or by his proxy if there be such proxy, and shall state the number of shares voted.

SECTION 10. Fixing of Record Date for Stockholder Meetings. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be the close of business on the day next preceding the day on which notice is given, or if notice is waived, at the close of business on the 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 of Directors may fix a new record date for the adjourned meeting.

SECTION 11. Fixing a Record Date for Other Purposes. 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 purposes of any other lawful action, the Board of Directors 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 not be 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 of Directors adopts the resolution relating thereto.

SECTION 12. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least 10 days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. 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 ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

SECTION 13. Inspectors. The Board of Directors may, in advance of any meeting of stockholders, appoint one or more inspectors to act at such meeting or any adjournment thereof. If the inspectors shall not be so appointed or if any of them shall fail to appear or act, the chairman of the meeting shall appoint inspectors. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his or her ability. The inspectors shall determine the number of shares outstanding and the voting power of each, the number of shares represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the chairman of the meeting or any stockholder entitled to vote thereat, the inspectors shall make a report in writing of any challenge, question or matter determined by them and shall execute a certificate of any fact found by them. No director or candidate for the office of director shall act as an inspector of an election of directors. Inspectors need not be stockholders.

SECTION 14. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 12 of this Article I, the books of the Corporation, or to vote in person or by proxy at any meeting of the stockholders.

ARTICLE II

Board of Directors

SECTION 1. General Powers. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors. The Board of Directors may exercise all such authority and powers of the Corporation and do all such lawful acts and things as are not, by Nevada law or the Articles of Incorporation, directed or required to be exercised or done by the stockholders.

SECTION 2. Number, Qualification. Except as otherwise fixed by or pursuant to provisions of the Articles of Incorporation relating to the rights of the holders of any class or series of stock having a preference over common stock as to dividends or upon liquidation to elect additional directors under specified circumstances, the number of directors of the Corporation shall be fixed from time to time by affirmative vote of a majority of the directors then in office.

SECTION 3. Elections and Terms. The Board of Directors, other than those who may be elected by the holders of any classes or series of stock having a preference over the common stock as to dividends or upon liquidation, shall be elected for a term ending at the next following Annual Meeting of Stockholders and until their successors have been duly elected and qualified.

SECTION 4. Newly Created Directorships and Vacancies. Except as otherwise fixed by or pursuant to provisions of the Articles of Incorporation relating to the rights of the holders of any class or series of stock having a preference over common stock as to dividends or upon liquidation to elect additional directors under specified circumstances, newly created directorships resulting from any increase in the number of directors and any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other cause shall be filled by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum of the Board of Directors. Except as otherwise provided under Nevada law, newly created directorships and vacancies resulting from any cause may not be filled by any other person or persons. Any director elected in accordance with the preceding sentence shall hold office for the remainder of the full term and until such director's successor shall have been duly elected and qualified. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any director then in office.

SECTION 5. Removal and Resignation. Except as otherwise fixed by or pursuant to provisions of the Articles of Incorporation relating to the rights of the holders of any class or series of stock having a preference over common stock as to dividends or upon liquidation to elect additional directors under specified circumstances, any director may be removed from office only for cause and only by the affirmative vote of the holders of two-thirds of the outstanding shares of stock entitled to vote generally in the election of directors. Any director may resign at any time upon written notice to the Corporation. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6. Nomination of Directors. Only persons who are nominated in accordance with the following procedures shall be eligible for election by the stockholders as directors of the Corporation. Nominations of persons for election as directors of the Corporation may be made at an annual meeting of stockholders (i) by or at the direction of the Board of Directors; (ii) by any nominating committee or persons appointed by the Board of Directors; or (iii) by any stockholder of the Corporation entitled to vote for the election of directors at the meeting who complies with the notice procedures set forth in this Section 6. Such nominations, other than those made by or at the direction of the Board of Directors, shall be made pursuant to timely notice in writing to the Secretary of the Corporation. To be timely, a stockholder's notice shall be delivered to or mailed and received at the principal executive office of the Corporation not less than 60 days nor more than 90 days prior to the annual meeting; provided , however , that in the event that less than 70 days' notice or prior public disclosure of the date of the annual meeting is given or made to stockholders, notice by the stockholder to be timely must be so received not later than the close of business on the tenth day following the day on which such notice of the date of the meeting was mailed or such public disclosure was made, whichever first occurs. Such stockholder's notice to the Secretary of the Corporation shall set forth (a) as to each person whom the stockholder proposes to nominate for election or reelection as a director, (i) the name, age, business address and residence address of the person, (ii) the principal occupation or employment of the person, (iii) the class and number of shares of capital stock of the Corporation which are beneficially owned by the person and (iv) any other information relating to the person that is required to be disclosed in solicitations for proxies for election of directors pursuant to Regulation 14A under the Securities Exchange Act of 1934, as now or hereafter amended; and (b) as to the stockholder giving the notice, (i) the name and record address of such stockholder and (ii) the class and number of shares of capital stock of the Corporation which are beneficially owned by such stockholder. The Corporation may require any proposed nominee to furnish such other information as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as a director of the Corporation. No person shall be eligible for election by the stockholders as a director of the Corporation unless nominated in accordance with the procedures set forth herein. The chairman of the annual meeting of the stockholders shall, if the facts warrant, determine and declare to the meeting that nomination was not made in accordance with the foregoing procedure, and if he should so determine, he shall so declare to the meeting and the defective nomination shall be disregarded.

SECTION 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such places within or without the State of Nevada and at such times as the Board of Directors may from time to time determine. Notice of regular meetings of the Board of Directors need not be given except as otherwise required by Nevada law or these bylaws.

SECTION 8. Special Meetings. Special meetings of the Board of Directors may be held at any time or place within or without the State of Nevada whenever called by the Chairman of the Board of Directors, the CEO or by a majority of the entire Board of Directors.

SECTION 9. Notice of Meetings. Notice of each special meeting of the Board of Directors (and of each regular meeting for which notice shall be required) shall be given by the Secretary as hereinafter provided in this Section 9, in which notice shall be stated the time and place of the meeting. Except as otherwise required by Nevada law or these bylaws, such notice need not state the purpose(s) of such meeting. Notice of each such meeting shall be mailed, postage prepaid, to each director, addressed to such director at such director's residence or usual place of business, by registered mail, return receipt requested delivered at least two (2) days before the day on which such meeting is to be held, or shall be sent addressed to such director at such place by electronic mail, telegraph, telex, cable or wireless, or be delivered to such director personally, by facsimile or by telephone, at least 24 hours before the time at which such meeting is to be held. A written waiver of notice, signed by the director entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Notice of any such meeting need not be given to any director who shall, either before or after the meeting, submit a signed waiver of notice or who shall attend such meeting without protesting, prior to or at its commencement, the lack of notice to him.

SECTION 10. Quorum and Manner of Acting. Except as hereinafter provided, a majority of the whole Board of Directors shall be present in person or by means of a conference telephone or similar communications equipment which allows all persons participating in the meeting to hear each other at the same time at any meeting of the Board of Directors in order to constitute a quorum for the transaction of business at such meeting; and, except as otherwise required by Nevada law, the Articles of Incorporation or these bylaws, the act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum at any meeting of the Board of Directors, a majority of the directors present thereat may adjourn such meeting to another time and place. Notice of the time and place of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless such time and place were announced at the meeting at which the adjournment was taken, to the other directors. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. The directors shall act only as a Board and the individual directors shall have no power as such.

SECTION 11. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all members of the Board consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Board of Directors.

SECTION 12. Telephonic Participation. Members of the Board of Directors may participate in a meeting of the Board by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation in such a meeting shall constitute presence in person at such meeting.

SECTION 13. Organization. At each meeting of the Board, the Chairman of the Board or, in his absence or inability to act, the Chief Executive Officer or, in his absence or inability to act, another director chosen by a majority of the directors present shall act as chairman of the meeting and preside thereat. The Secretary or, in his absence or inability to act, any person appointed by the chairman shall act as secretary of the meeting and keep the minutes thereof.

SECTION 14. Compensation. The Board of Directors shall have authority to fix the compensation, including fees and reimbursement of expenses, of directors for services to the Corporation in any capacity.

ARTICLE III

Committees

SECTION 1. Committees. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of two or more of the directors of the Corporation. The Board of Directors may fill vacancies in, change the membership of, or dissolve any such committee. The Board of Directors may designate one or more directors as alternate members of any committee who may replace any absent or disqualified member at any meeting of the 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 or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of such absent or disqualified member. Any such committee, to the extent provided by Nevada law and to the extent provided in the resolution of the Board of Directors, shall have and may exercise the powers of the Board of Directors 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 which may require it. Each committee shall keep written minutes of its proceedings and shall report such minutes to the Board of Directors when required. All such proceedings shall be subject to revision or alteration by the Board of Directors; provided , however , that third parties shall not be prejudiced by such revision or alteration.

SECTION 2. Committee Rules. Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may make, alter 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 of Directors conducts its business pursuant to Article II of these bylaws.

SECTION 3. Standing Committees. Notwithstanding anything contained in this Article III to the contrary, the Board of Directors shall maintain two (2) standing committees consisting of (i) a Corporate Governance Committee; and (2) an Audit Committee. The Corporate Governance Committee shall consist of at least three (3) members of the Board of Directors who are "non-employee directors" within the meaning of Rule 16b-3 promulgated under the Securities Exchange Act of 1934, as amended, and who are "outside directors" within the meaning of Section 162(m) of the Internal Revenue Code of 1986, as amended. The Corporate Governance Committee shall have the power and authority to recommend general compensation polices to the full Board of Directors, oversee the Corporation's compensation plans, establish the compensation levels for the Corporation's Chief Executive Officer and other Executive Officers and advise the full Board of Directors on general compensation policies for the Company's Executive Officers. The Audit Committee shall consist of at least three (3) members of the Board of Directors, none of which shall also serve as an Executive Officer of the Corporation. The Audit Committee shall have the power and authority to review and report to the full Board of Directors with respect to the selection, retention, termination and terms of engagement of the Corporation's independent public accountants and maintain communications among the Board of Directors, the independent public accountants and the Corporation's internal accounting staff with respect to accounting and audit procedures. The Audit Committee shall also have the power and authority to review the Corporation's processes, internal accounting and control procedures and policies and related matters with the Corporation's management.

ARTICLE IV

Officers

SECTION 1. Number. The officers of the Corporation shall be elected by the Board of Directors and shall consist of a Chairman of the Board, a Chief Executive Officer, a President, one or more Vice Presidents, a Secretary, a Treasurer, and such other officers and assistant officers as may be deemed necessary or desirable by the Board of Directors. Any number of offices may be held by the same person. In its discretion, the Board of Directors may choose not to fill any office for any period that it may deem advisable unless otherwise required by Nevada law.

SECTION 2. Election and Term of Office. The officers of the Corporation shall be elected annually by the Board of Directors at its first meeting held after each annual meeting of stockholders or as soon thereafter as conveniently may be. The Chief Executive Officer shall appoint persons to other officers as he or she deems desirable and such appointments, if any, shall serve at the pleasure of the Board of Directors. Each officer shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided.

SECTION 3. Resignations. Any officer may resign at any time upon written notice to the Corporation. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 4. Removal. Any officer or agent of the Corporation may be removed, either with or without cause, at any time, by the Board of Directors at any meeting of the Board of Directors or, except in the case of an officer or agent elected or appointed by the Board of Directors, by the Chief Executive Officer, but any such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 5. Vacancies. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise, may be filled for the unexpired portion of the term of the office which shall be vacant by the Board of Directors at any special or regular meeting.

SECTION 6. Powers and Duties of Executive Officers. The officers of the Corporation shall have such powers and duties in the management of the Corporation as may be prescribed in a resolution by the Board of Directors and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board of Directors. The Board of Directors may require any officer, agent or employee to give security for the faithful performance of his or her duties.

SECTION 7. The Chairman of the Board. The Chairman of the Board shall be an officer of the Corporation for the purpose of executing agreements and other instruments on behalf of the Corporation but shall not be an employee of the Corporation. He shall, if present, preside at each meeting of the stockholders and of the Board of Directors and shall be an ex-officio member of all committees of the Board of Directors. Such person shall perform all duties incident to the office of Chairman of the Board and such other duties as may from time to time be assigned to such person by the Board of Directors.

SECTION 8. The Chief Executive Officer. The Chief Executive Officer shall have the general and active supervision and direction over the business operations and affairs of the Corporation and over the other officers, agents and employees and shall see that their duties are properly performed. At the request of the Chairman of the Board, or in the case of his absence or inability to act, the Chief Executive Officer shall perform the duties of the Chairman of the Board and when so acting shall have all the powers of, and be subject to all the restrictions upon the Chairman of the Board. Such person shall perform all duties incident to the office of Chief Executive Officer and such other duties as may from time to time be assigned to such person by the Board of Directors.

SECTION 9. The President. The President shall be the Chief Operating Officer of the Corporation and shall have general and active supervision and direction over the business operations and affairs of the Corporation and over its several officers, agents and employees, subject, however, to the direction of the Chief Executive Officer and the control of the Board of Directors. In general, the President shall have such other powers and shall perform such other duties as usually pertain to the office of President or as from time to time may be assigned to him by the Board of Directors or the Chief Executive Officer.

SECTION 10. Vice Presidents. Each Vice President shall have such powers and perform such duties as from time to time may be assigned to him by the Board of Directors or the Chief Executive Officer.

SECTION 11. The Treasurer. The Treasurer shall (a) have charge and custody of, and be responsible for, all the funds and securities of the Corporation; (b) keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation; (c) cause all monies and other valuables to be deposited to the credit of the Corporation in such depositories as may be designated by the Board; (d) receive, and give receipts for, monies due and payable to the Corporation from any source whatsoever; (e) disburse the funds of the Corporation and supervise the investment of its funds as ordered or authorized by the Board, taking proper vouchers therefor; and (f) in general, have all the powers and perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors or the Chief Executive Officer.

SECTION 12. The Secretary. The Secretary shall (a) record the proceedings of the meetings of the stockholders and directors in a minute book to be kept for that purpose; (b) see that all notices are duly given in accordance with the provisions of these bylaws and as required by law; (c) be custodian of the records and the seal of the Corporation and affix and attest the seal to all stock certificates of the Corporation (unless the seal of the Corporation on such certificates shall be a facsimile, as hereinafter provided) and affix and attest the seal to all other documents to be executed on behalf of the Corporation under its seal; (d) see that the books, reports, statements, certificates and other documents and records required by law to be kept and filed are properly kept and filed; and (e) in general, have all the powers and perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board of Directors or the Chief Executive Officer.

SECTION 13. Officers' Bonds or Other Security. The Board of Directors may secure the fidelity of any or all of its officers or agents by bond or otherwise, in such amount and with such surety or sureties as the Board of Directors may require.

SECTION 14. Compensation. The compensation of the officers of the Corporation for their services as such officers shall be fixed from time to time by the Board of Directors; provided, however, that the Board of Directors may delegate to the Chief Executive Officer or the President the power to fix the compensation of officers and agents appointed by the Chairman of the Board or the CEO or the President, as the case may be. An officer of the Corporation shall not be prevented from receiving compensation by reason of the fact that such person is also a director of the Corporation.

ARTICLE V

Shares of Stock

SECTION 1. Stock Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed by or in the name of the Corporation by the Chairman of the Board or the CEO, the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, certifying the number of shares owned by such holder in the Corporation. Any of 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 such certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may nevertheless be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

SECTION 2. Books of Account and Record of Stockholders. The books and records of the Corporation may be kept at such places, within or without the State of Nevada, as the Board of Directors may from time to time determine. The stock record books and the blank stock certificate books shall be kept by the Secretary or by any other officer or agent designated by the Board of Directors.

SECTION 3. Transfer of Shares. Transfers of shares of stock of the Corporation shall be made on the stock records of the Corporation only upon authorization by the registered holder thereof, or by his attorney hereunto authorized by power of attorney duly executed and filed with the Secretary or with a transfer agent or transfer clerk, and on surrender of the certificate or certificates for such shares properly endorsed or accompanied by a duly executed stock transfer power and the payment of all taxes thereon. Except as otherwise provided by Nevada law, the Corporation shall be entitled to recognize the exclusive right of a person in whose name any share or shares stand on the record of stockholders as the owner of such share or shares for all purposes, including, without limitation, the rights to receive dividends or other distributions, and to vote as such owner, and the Corporation may hold any such stockholder of record liable for calls and assessments and the Corporation shall not be bound to recognize any equitable or legal claim to or interest in any such share or shares on the part of any other person whether or not it shall have express or other notice thereof. Whenever any transfers of shares shall be made for collateral security and not absolutely, and both the transferor and transferee request the Corporation to do so, such fact shall be stated in the entry of the transfer.

SECTION 4. Regulations. The Board of Directors may make such additional rules and regulations, not inconsistent with these bylaws, as it may deem expedient concerning the issue, transfer and registration of certificates for shares of stock of the Corporation. It may appoint, or authorize any officer or officers to appoint, one or more transfer agents or one or more transfer clerks and one or more registrars and may require all certificates for shares of stock to bear the signature or signatures of any of them.

SECTION 5. Lost, Stolen or Destroyed Stock Certificates. The holder of any certificate representing shares of stock of the Corporation shall immediately notify the Corporation of any loss, destruction or mutilation of such certificate, and the Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Board of Directors may, in its discretion, require the owner of the lost, stolen or destroyed certificate, or his legal representative, to give the Corporation a bond sufficient, as the Board in its absolute discretion shall determine, to indemnify the Corporation against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate. Anything herein to the contrary notwithstanding, the Board of Directors, in its absolute discretion, may refuse to issue any such new certificate, except pursuant to judicial proceedings under the laws of the State of Nevada.

ARTICLE VI

Contracts, Checks, Drafts, Bank Accounts, Etc.

SECTION 1. Execution of Contracts. Except as otherwise required by statute, the Articles of Incorporation or these bylaws, any contract or other instrument may be executed and delivered in the name and on behalf of the Corporation by such officer or officers (including any assistant officer) of the Corporation as the Board of Directors may from time to time direct. Such authority may be general or confined to specific instances as the Board of Directors may determine. Unless authorized by the Board of Directors or expressly permitted by these bylaws, no officer or agent or employee shall have any power or authority to bind the Corporation by any
contract or engagement or to pledge its credit or to render it pecuniary liable for any purpose or to any amount.

SECTION 2. Loans. Unless the Board of Directors shall otherwise determine, the CEO or President may effect loans and advances at any time for the Corporation from any bank, trust company or other institution, or from any firm, corporation or individual, and for such loans and advances may make, execute and deliver promissory notes, bonds or other certificates or evidences of indebtedness of the Corporation, but no officer or officers shall mortgage, pledge, hypothecate or transfer any securities or other property of the Corporation other than in connection with the purchase of chattels for use in the Corporation’s operations, except when authorized by the Board of Directors.

SECTION 3. Checks, Drafts, Bank Accounts, etc. All checks, drafts, bills of exchange or other orders for the payment of money out of the funds of the Corporation, and all notes or other evidence of indebtedness of the Corporation, shall be signed in the name and on behalf of the Corporation by such persons and in such manner as shall from time to time be authorized by the Board of Directors.

SECTION 4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositaries as the Board of Directors may from time to time designate or as may be designated by any officer or officers of the Corporation to whom such power of designation may from time to time be delegated by the Board of Directors. For the purpose of deposit and for the purpose of collection for the account of the Corporation, checks, drafts and other orders for the payment of money which are payable to the order of the Corporation may be endorsed, assigned and delivered by any officer or agent of the Corporation.

SECTION 5. General and Special Bank Accounts. The Board of Directors may from time to time authorize the opening and keeping of general and special bank accounts with such banks, trust companies or other depositaries as the Board of Directors may designate or as may be designated by any officer or officers of the Corporation to whom such power of designation may from time to time be delegated by the Board of Directors. The Board of Directors may make such special rules and regulations with respect to such bank accounts, not inconsistent with the provisions of these bylaws, as it may deem expedient.

ARTICLE VII

Indemnification

SECTION 1. Right To Indemnification. The Corporation shall indemnify and hold harmless to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person who was or is a party or is threatened to be made a party or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, or by or in the right of the Corporation to procure a judgment in its favor (a "Proceeding"), by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or nonprofit entity, including serving with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation; provided , however , with respect to a Proceeding involving the right of the Corporation to procure judgment in its favor, such indemnification shall only cover expenses (including attorney fees) and shall only be made if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Corporation and shall not be made with respect to any Proceeding as to which such person has been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of the State of Nevada or the court in which such Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery of the State of Nevada or such other court shall deem proper. The Corporation shall be required to indemnify a person in connection with a Proceeding (or part thereof) initiated by such person only if the Proceeding (or part thereof) was authorized by the Board of Directors of the Corporation.

SECTION 2. Prepayment of Expenses. Expenses incurred in defending any Proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it should be ultimately determined that such person is not entitled to be indemnified by the Corporation as authorized in this Article VII or otherwise.

SECTION 3. Claims. If a claim for indemnification or payment of expenses under this Article VII is not paid in full within 60 days after a written claim therefor has been received by the Corporation, the claimant may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the claimant was not entitled to the requested indemnification or payment of expenses under applicable Nevada law.

SECTION 4. Non-Exclusivity of Rights. The indemnification provided by this Article VII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under these bylaws or any agreement or vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

SECTION 5. Other Indemnification. The Corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or non-profit entity be reduced by any amount such person may collect as indemnification from such other corporation, partnership, joint venture, trust, enterprise or non-profit enterprise.

SECTION 6. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of Nevada law, the Articles of Incorporation or of this Article VII.

SECTION 7. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article VII shall not adversely affect any right or protection hereunder of any person respect of any act or omission occurring prior to the time of such repeal or modification.

ARTICLE VIII

General Provisions

SECTION 1. Registered Office. The registered office and registered agent of the Corporation will be as specified in the Articles of Incorporation of the Corporation.

SECTION 2. Other Offices. The Corporation may also have such offices, both within or without the State of Nevada, as the Board of Directors may from time to time determine or the business of the Corporation may require.

SECTION 3. Fiscal Year. The fiscal year of the Corporation shall be so determined by the Board of Directors.

SECTION 4. Seal. The seal of the Corporation shall be circular in form, shall bear the name of the Corporation and shall include the words and numbers “Corporate Seal”, “Nevada” and the year of incorporation.

SECTION 5. Voting Securities Owned By Corporation. Voting securities in any other corporation held by the Corporation shall be voted by the Chief Executive Officer, unless the Board of Directors specifically confers authority to vote with respect thereto, which authority may be general or confined to specific instances, upon some other person or officer. Any person authorized to vote securities shall have the power to appoint proxies, with general power of substitution.

SECTION 6. Inspection of Books and Records. Any stockholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the Corporation’s stock ledger, a list of its stockholders, and its other books and records, and to make copies or extracts therefrom. A proper purpose shall mean any purpose reasonably related to such person’s interest as a stockholder. In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the Corporation at its registered office in the State of Nevada or at its principal place of business.

SECTION 7. Section Headings. Section headings in these bylaws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

SECTION 8. Inconsistent Provisions. In the event that any provision of these bylaws is or becomes inconsistent with any provision of the Articles of Incorporation, the general corporation law of the State of Nevada or any other applicable law, the provision of these bylaws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

ARTICLE IX

Amendments

These bylaws, may be adopted, amended or repealed, and new bylaws made, by the Board of Directors of the Corporation, but the stockholders of the Corporation may make additional bylaws and may alter and repeal any bylaws, whether adopted by them or otherwise, by affirmative vote of the holders of two-thirds of the outstanding shares of stock entitled to vote upon the election of directors.

I, the undersigned, being the Secretary of NEXT-ChemX Corporation, DO HEREBY CERTIFY the foregoing to be the bylaws of the Corporation, as adopted by consent to action in lieu of a special meeting of the Board of Directors of the Corporation, dated December 08, 2021.

/s/

J. Michael Johnson
Secretary and President
NEXT-ChemX Corporation
www.next-chemx.com
Austin, Texas
512-663-2690

Exhibit 10.1

NEXT-CHEMX CORPORATION

2021 INCENTIVE STOCK AND AWARD PLAN

1. Purpose of the Plan.

(a) This 2021 Incentive Stock and Award Plan (the "Plan") is intended as an incentive to retain in the employ of and as directors, officers, consultants, attorneys, advisors and employees to NEXT-ChemX Corporation, a Nevada corporation (the "Company"), and any Subsidiary of the Company, within the meaning of Section 424(f) of the United States Internal Revenue Code of 1986, as amended (the "Code"), persons of training, experience and ability, to attract new directors, officers, consultants, attorneys, advisors and employees whose services are considered valuable, to encourage the sense of proprietorship and to stimulate the active interest of such persons in the development and financial success of the Company and its Subsidiaries.

(b) It is further intended that certain options granted pursuant to the Plan shall constitute incentive stock options within the meaning of Section 422 of the Code (the "Incentive Options") while certain other options granted pursuant to the Plan shall be nonqualified stock options (the "Nonqualified Options"). Incentive Options and Nonqualified Options are hereinafter referred to collectively as "Options".

(c) The Company intends that the Plan meet the requirements of Rule 16b-3 ("Rule 16b-3") promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and that transactions of the type specified in subparagraphs (c) to (f) inclusive of Rule 16b-3 by officers and directors of the Company pursuant to the Plan will be exempt from the operation of Section 16(b) of the Exchange Act. Further, the Plan is intended to satisfy the performance-based compensation exception to the limitation on the Company's tax deductions imposed by Section 162(m) of the Code with respect to those Options for which qualification for such exception is intended. In all cases, the terms, provisions, conditions and limitations of the Plan shall be construed and interpreted consistent with the Company's intent as stated in this Section 1.

2. Administration of the Plan.

(a) The Board of Directors of the Company (the "Board") shall appoint and maintain as administrator of the Plan a Committee (the "Committee") consisting of two or more directors; provided, that if any time the Company has securities listed on a "national securities exchange" that is registered with the Securities and Exchange Commission under Section 6 of the Securities Exchange Act, the members of such Committee shall be two or more directors who are (i) "Independent Directors" (as such term is defined under the rules of the NASDAQ Stock Market), (ii) "Non-Employee Directors" (as such term is defined in Rule 16b-3) and (iii) "Outside Directors" (as such term is defined in Section 162(m) of the Code), which shall serve at the pleasure of the Board. The Committee, subject to Sections 3, 5 and 6 hereof, shall have full power and authority to designate recipients of Options and restricted stock ("Restricted Stock") and to determine the terms and conditions of the respective Option and Restricted Stock agreements (which need not be identical) and to interpret the provisions and supervise the administration of the Plan. The Committee shall have the authority, without limitation, to designate which Options granted under the Plan shall be Incentive Options and which shall be Nonqualified Options. To the extent any Option does not qualify as an Incentive Option, it shall constitute a separate Nonqualified Option.

(b) Subject to the provisions of the Plan, the Committee shall interpret the Plan and all Options and Restricted Stock granted under the Plan, shall make such rules as it deems necessary for the proper administration of the Plan, shall make all other determinations necessary or advisable for the administration of the Plan, and shall correct any defects or supply any omission or reconcile any inconsistency in the Plan or in any Options or Restricted Stock granted under the Plan in the manner and to the extent that the Committee deems desirable to carry into effect the Plan or any Options or Restricted Stock. The act or determination of a majority of the Committee shall be the act or determination of the Committee and any decision reduced to writing and signed by all of the members of the Committee shall be fully effective as if it had been made by a majority of the Committee at a meeting duly held for such purpose. Subject to the provisions of the Plan, any action taken or determination made by the Committee pursuant to this and the other Sections of the Plan shall be conclusive on all parties.

(c) In the event that for any reason the Committee is unable to act or if the Committee at the time of any grant, award or other acquisition under the Plan does not consist of two or more Non-Employee Directors, or if there shall be no such Committee, or if the Board otherwise determines to administer the Plan, then the Plan shall be administered by the Board, and references herein to the Committee (except in the proviso to this sentence) shall be deemed to be references to the Board, and any such grant, award or other acquisition may be approved or ratified in any other manner contemplated by subparagraph (d) of Rule 16b-3; provided, however, that grants to the Company's Chief Executive Officer or to any of the Company's other four most highly compensated officers that are intended to qualify as performance-based compensation under Section 162(m) of the Code may only be granted by the Committee.

3. Designation of Optionees and Grantees.

(a) The persons eligible for participation in the Plan as recipients of Options (the "Optionees") or Restricted Stock (the "Grantees" and together with Optionees, the "Participants") shall include directors, officers and employees to, and consultants, attorneys and advisors to, the Company or any Subsidiary; provided that Incentive Options may only be granted to employees of the Company and any Subsidiary. In selecting Participants, and in determining the number of shares to be covered by each Option or award of Restricted Stock granted to Participants, the Committee may consider any factors it deems relevant, including, without limitation, the office or position held by the Participant or the Participant's relationship to the Company, the Participant's degree of responsibility for and contribution to the growth and success of the Company or any Subsidiary, the Participant's length of service, promotions and potential. A Participant who has been granted an Option or Restricted Stock hereunder may be granted an additional Option or Options, or Restricted Stock if the Committee shall so determine.

(b) In the absence of any date specified, the Committee's grant of Options or award of Restricted Stock, such grant shall be deemed to have been made effective on the first business day of each March, June, September or December of any calendar year, or on such other pre-determined dates as may be set by the Committee (the "Pre-Determined Grant Dates"). Notwithstanding the foregoing, the Committee may grant Options or award Restricted Stock to any employee, officer, director, consultant, attorney or advisor to the Company as an inducement to such person, in consideration for such person to enter into any agreement or to provide services to the Company, for prior services rendered to the Company, or for any other reason determined by the Committee for award, in its sole discretion other than on a Pre-Determined Grant Date.

4. **Stock Reserved for the Plan.** Subject to adjustment as provided in Section 8 hereof, a total of 3,000,000 shares of the Company's common stock, par value $0. 001 per share (the "Stock"), shall be subject to the Plan. The maximum number of shares of Stock that may be subject to Options shall conform to any requirements applicable to performance-based compensation under Section 162(m) of the Code, if qualification as performance-based compensation under Section 162(m) of the Code is intended. The shares of Stock subject to the Plan shall consist of unissued shares, treasury shares or previously issued shares held by any Subsidiary of the Company, and such amount of shares of Stock shall be and is hereby reserved for such purpose. Any of such shares of Stock that may remain unsold and that are not subject to outstanding Options at the termination of the Plan shall cease to be reserved for the purposes of the Plan, but until termination of the Plan the Company shall at all times reserve a sufficient number of shares of Stock to meet the requirements of the Plan. Should any Option or Restricted Stock expire or be canceled prior to its exercise or vesting in full or should the number of shares of Stock to be delivered upon the exercise or vesting in full of any Option or Restricted Stock be reduced for any reason, the shares of Stock theretofore subject to such Option or Restricted Stock may be subject to future Options or Restricted Stock under the Plan, except where such reissuance is inconsistent with the provisions of Section 162(m) of the Code where qualification as performance-based compensation under Section 162(m) of the Code is intended.

5. **Terms and Conditions of Options.** Options granted under the Plan shall be subject to the following conditions and shall contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Committee shall deem desirable:

(a) Option Price. The purchase price of each share of Stock purchasable under an Incentive Option shall be determined by the Committee at the time of grant, but shall not be less than 100% of the Fair Market Value (as defined below) of such share of Stock on the date the Option is granted; provided, however, that with respect to an Optionee who, at the time such Incentive Option is granted, owns (within the meaning of Section 424(d) of the Code) more than 10% of the total combined voting power of all classes of stock of the Company or of any Subsidiary, the purchase price per share of Stock shall be at least 110% of the Fair Market Value per share of Stock on the date of grant. The purchase price of each share of Stock purchasable under a Nonqualified Option shall be at least 100% of the Fair Market Value of such share of Stock on the date the Option is granted, *unless* the Committee, in its sole and absolute discretion, determines to set the purchase price of such Nonqualified Option below Fair Market Value. The exercise price for each Option shall be subject to adjustment as provided in Section 8 below. "Fair Market Value" means

(i) the closing price on the final trading day immediately prior to the grant of the Stock on (x) the principal securities exchange on which shares of Stock are listed (if the shares of Stock are so listed) or (y) on the NASDAQ Stock Market, OTC Markets or OTC Bulletin Board (if the shares of Stock are regularly listed or quoted on the NASDAQ Stock Market, OTC Markets or OTC Bulletin Board, as the case may be); or

(ii) if not so listed or quoted, as applicable, the mean between the closing bid and asked prices of publicly traded shares of Stock on the over-the-counter market on the final trading day immediately prior to the grant of the Stock; or

(iii) if such bid and asked prices shall not be available, as reported by any nationally recognized quotation service selected by the Company on the final trading day immediately prior to the grant of the Stock. Anything in this Section 5(a) to the contrary notwithstanding, in no event shall the purchase price of a share of Stock be less than the minimum price permitted under the rules and policies of any national securities exchange on which the shares of Stock are listed, as applicable.

(b) Option Term. The term of each Option shall be fixed by the Committee, but no Option shall be exercisable more than five (5) years after the date such Option is granted and, in the case of an Incentive Option granted to an Optionee who, at the time such Incentive Option is granted, owns (within the meaning of Section 424(d) of the Code) more than 10% of the total combined voting power of all classes of stock of the Company or of any Subsidiary, no such Incentive Option shall be exercisable more than five years after the date such Incentive Option is granted.

(c) Exercisability.

(i) Subject to the terms of Section 5 hereof, Options shall be exercisable at such time or times and subject to such terms and conditions as shall be determined by the Committee at the time of grant; provided, however, that in the absence of any Option vesting periods designated by the Committee at the time of grant, Options shall vest and become exercisable in equal amounts on each fiscal quarter of the Company through the four (4) year anniversary of the date of grant; and provided further that no Options shall be exercisable until such time as any vesting limitation required by Section 16 of the Exchange Act, and related rules, shall be satisfied if such limitation shall be required for continued validity of the exemption provided under Rule 16b-3(d)(3).

(ii) Upon the occurrence of a Change in Control (as hereinafter defined), the Committee may accelerate the vesting and exercisability of outstanding Options, in whole or in part, as determined by the Committee in its sole discretion. In its sole discretion, the Committee may also determine that, upon the occurrence of a Change in Control, each outstanding Option shall terminate within a specified number of days after notice to the Optionee thereunder, and each such Optionee shall receive, with respect to each share of Company Stock subject to such Option, an amount equal to the excess of the Fair Market Value of such shares immediately prior to such Change in Control over the exercise price per share of such Option; such amount shall be payable in cash, in one or more kinds of property (including the property, if any, payable in the transaction) or a combination thereof, as the Committee shall determine in its sole discretion.

(iii) For purposes of the Plan, unless otherwise defined in an employment agreement between the Company and the relevant Optionee, a "Change in Control" shall be deemed to have occurred if:

(A) a tender offer (or series of related offers) shall be made and consummated for the ownership of fifty percent (50%) or more of the outstanding voting securities of the Company, unless as a result of such tender offer more than fifty percent (50%) of the outstanding voting securities of the surviving or resulting corporation shall be owned in the aggregate by the stockholders of the Company (as of the time immediately prior to the commencement of such offer), any employee benefit plan of the Company or its Subsidiaries, and their affiliates;

(B) the Company shall be merged or consolidated with another corporation, unless as a result of such merger or consolidation more than fifty percent (50%) of the outstanding voting securities of the surviving or resulting corporation shall be owned in the aggregate by the stockholders of the Company (as of the time immediately prior to such transaction), any employee benefit plan of the Company or its Subsidiaries, and their affiliates;

(C) the Company shall sell substantially all of its assets to another corporation that is not wholly owned by the Company, unless as a result of such sale more than fifty percent (50%) of such assets shall be owned in the aggregate by the stockholders of the Company (as of the time immediately prior to such transaction), any employee benefit plan of the Company or its Subsidiaries and their affiliates; or

(D) a Person (as defined below) shall acquire fifty percent (50%) or more of the outstanding voting securities of the Company (whether directly, indirectly, beneficially or of record), unless as a result of such acquisition more than fifty percent (50%) of the outstanding voting securities of the surviving or resulting corporation shall be owned in the aggregate by the stockholders of the Company (as of the time immediately prior to the first acquisition of such securities by such Person), any employee benefit plan of the Company or its Subsidiaries, and their affiliates.

(iv) Notwithstanding Section 5(c)(iii) above, if Change of Control is defined in an employment agreement between the Company and the relevant Optionee, then, with respect to such Optionee, Change of Control shall have the meaning ascribed to it in such employment agreement.

(v) For purposes of this Section 5(c), ownership of voting securities shall take into account and shall include ownership as determined by applying the provisions of Rule 13d-3(d)(I)(i) (as in effect on the date hereof) under the Exchange Act. In addition, for such purposes, "Person" shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof; provided, however, that a Person shall not include (A) the Company or any of its Subsidiaries; (B) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Subsidiaries; (C) an underwriter temporarily holding securities pursuant to an offering of such securities; or (D) a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportion as their ownership of stock of the Company.

(d) Method of Exercise. Options, to the extent then exercisable, may be exercised in whole or in part at any time during the option period, by giving written notice to the Company specifying the number of shares of Stock to be purchased, accompanied by payment in full of the purchase price, in cash, or by check or such other instrument as may be acceptable to the Committee. As determined by the Committee, in its sole discretion, at or after grant, payment in full or in part may be made at the election of the Optionee (i) in the form of Stock owned by the Optionee based on the Fair Market Value of the Stock which is not the subject of any pledge or security interest, (ii) in the form of shares of Stock withheld by the Company from the shares of Stock otherwise to be received with such withheld shares of Stock having a Fair Market Value equal to the exercise price of the Option, or (iii) by a combination of the foregoing, such Fair Market Value determined by applying the principles set forth in Section 5(a), provided that the combined value of all cash and cash equivalents and the Fair Market Value of any shares surrendered to the Company is at least equal to such exercise price and except with respect to (ii) above, such method of payment will not cause a disqualifying disposition of all or a portion of the Stock received upon exercise of an Incentive Option. An Optionee shall have the right to dividends and other rights of a stockholder with respect to shares of Stock purchased upon exercise of an Option at such time as the Optionee (i) has given written notice of exercise and has paid in full for such shares, and (ii) has satisfied such conditions that may be imposed by the Company with respect to the withholding of taxes.

(e) Non-transferability of Options. Options are not transferable and may be exercised solely by the Optionee during his lifetime or after his death by the person or persons entitled thereto under his will or the laws of descent and distribution. The Committee, in its sole discretion, may permit a transfer of a Nonqualified Option to (i) a trust for the benefit of the Optionee, (ii) a member of the Optionee's immediate family (or a trust for his or her benefit) or (iii) pursuant to a domestic relations order. Any attempt to transfer, assign, pledge or otherwise dispose of, or to subject to execution, attachment or similar process, any Option contrary to the provisions hereof shall be void and ineffective and shall give no right to the purported transferee.

(f) Termination by Death. Unless otherwise determined by the Committee, if any Optionee's employment with or service to the Company or any Subsidiary terminates by reason of death, the Option may thereafter be exercised, to the extent then exercisable (or on such accelerated basis as the Committee shall determine at or after grant), by the legal representative of the estate or by the legatee of the Optionee under the will of the Optionee, for a period of one (1) year after the date of such death (or, if later, such time as the Option may be exercised pursuant to Section 14(d) hereof) or until the expiration of the stated term of such Option as provided under the Plan, whichever period is shorter.

(g) Termination by Reason of Disability. Unless otherwise determined by the Committee, if any Optionee's employment with or service to the Company or any Subsidiary terminates by reason of Disability (as defined below), then any Option held by such Optionee may thereafter be exercised, to the extent it was exercisable at the time of termination due to Disability (or on such accelerated basis as the Committee shall determine at or after grant), but may not be exercised after ninety (90) days after the date of such termination of employment or service (or, if later, such time as the Option may be exercised pursuant to Section 14(d) hereof) or the expiration of the stated term of such Option, whichever period is shorter; provided, however, that, if the Optionee dies within such ninety (90) day period, any unexercised Option held by such Optionee shall thereafter be exercisable to the extent to which it was exercisable at the time of death for a period of one (1) year after the date of such death (or, if later, such time as the Option may be exercised pursuant to Section 14(d) hereof) or for the stated term of such Option, whichever period is shorter. "Disability" shall mean an Optionee's total and permanent disability; due to his or her inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months; provided, however, that if Disability is defined in an employment agreement between the Company and the relevant Optionee, then, with respect to such Optionee, Disability shall have the meaning ascribed to it in such employment agreement.

(h) Termination by Reason of Retirement.

(i) Unless otherwise determined by the Committee, if any Optionee's employment with or service to the Company or any Subsidiary terminates by reason of Normal Retirement or Early Retirement (as such terms are defined below), any Option held by such Optionee may thereafter be exercised to the extent it was exercisable at the time of such Retirement (or on such accelerated basis as the Committee shall determine at or after grant), but may not be exercised after ninety (90) days after the date of such termination of employment or service (or, if later, such time as the Option may be exercised pursuant to Section 14(d) hereof) or the expiration of the stated term of such Option, whichever date is earlier; provided, however, that, if the Optionee dies within such ninety (90) day period, any unexercised Option held by such Optionee shall thereafter be exercisable, to the extent to which it was exercisable at the time of death, for a period of one (1) year after the date of such death (or, if later, such time as the Option may be exercised pursuant to Section 14(d) hereof) or for the stated term of such Option, whichever period is shorter

(ii) For purposes of this paragraph (h), "Normal Retirement" shall mean retirement from active employment with the Company or any Subsidiary on or after the normal retirement date specified in the applicable Company or Subsidiary pension plan or if no such pension plan, age 65, and "Early Retirement" shall mean retirement from active employment with the Company or any Subsidiary pursuant to the early retirement provisions of the applicable Company or Subsidiary pension plan or if no such pension plan, age 55.

(i) Other Terminations. Unless otherwise determined by the Committee upon grant, if any Optionee's employment with or service to the Company or any Subsidiary is terminated by such Optionee for any reason other than death, Disability, Normal Retirement or Early Retirement or Good Reason (as defined below), the Option shall thereupon terminate, except that the portion of any Option that was exercisable on the date of such termination of employment or service may be exercised for the lesser of ninety (90) days after the date of termination (or, if later, such time as the Option may be exercised pursuant to Section 14(d) hereof) or the balance of such Option's term, which ever period is shorter. The transfer of an Optionee from the employ of or service to the Company to the employ of or service to a Subsidiary, or vice versa, or from one Subsidiary to another, shall not be deemed to constitute a termination of employment or service for purposes of the Plan.

(i) In the event that the Optionee's employment or service with the Company or any Subsidiary is terminated by the Company or such Subsidiary for Cause (as defined below) any unexercised portion of any Option shall immediately terminate in its entirety. For purposes hereof, unless otherwise defined in an employment agreement between the Company and the relevant Optionee, "Cause" shall exist upon a good-faith determination by the Board, following a hearing before the Board at which an Optionee was represented by counsel and given an opportunity to be heard, that such Optionee has been accused of fraud, dishonesty or act detrimental to the interests of the Company or any Subsidiary of the Company or that such Optionee has been accused of or convicted of an act of willful and material embezzlement or fraud against the Company or any Subsidiary of the Company or of a felony under any state or federal statute; provided, however, that it is specifically understood that Cause shall not include any act of commission or omission in the good faith exercise of such Optionee's business judgment as a director, officer or employee of the Company, as the case may be, or upon the advice of counsel to the Company. Notwithstanding the foregoing, if Cause is defined in an employment agreement between the Company and the relevant Optionee, then, with respect to such Optionee, Cause shall have the meaning ascribed to it in such employment agreement.

(ii) In the event that an Optionee is removed as a director, officer or employee by the Company at any time other than for Cause or resigns as a director, officer or employee for Good Reason, the Option granted to such Optionee may be exercised by the Optionee, to the extent the Option was exercisable on the date such Optionee ceases to be a director, officer or employee. Such Option may be exercised at any time within one (1) year after the date the Optionee ceases to be a director, officer or employee (or, if later, such time as the Option may be exercised pursuant to Section 14(d) hereof), or the date on which the Option otherwise expires by its terms; whichever period is shorter, at which time the Option shall terminate; provided, however, if the Optionee dies before the Options terminate and are no longer exercisable, the terms and provisions of Section 5(f) shall control. For purposes of this Section 5(i), and unless otherwise defined in an employment agreement between the Company and the relevant Optionee, "Good Reason" shall exist upon the occurrence of the following:

(A) the assignment to Optionee of any duties inconsistent with the position in the Company that Optionee held immediately prior to the assignment;

(B) a Change of Control resulting in a significant adverse alteration in the status or conditions of Optionee's participation with the Company or other nature of Optionee's responsibilities from those in effect prior to such Change of Control, including any significant alteration in Optionee's responsibilities immediately prior to such Change in Control; or

(C) the failure by the Company to continue to provide Optionee with benefits substantially similar to those enjoyed by Optionee prior to such failure.

(iii) Notwithstanding the foregoing, if Good Reason is defined in an employment agreement between the Company and the relevant Optionee, then, with respect to such Optionee, Good Reason shall have the meaning ascribed to it in such employment agreement.

(j) Limit on Value of Incentive Option. The aggregate Fair Market Value, determined as of the date the Incentive Option is granted, of Stock for which Incentive Options are exercisable for the first time by any Optionee during any calendar year under the Plan (and/or any other stock option plans of the Company or any Subsidiary) shall not exceed $100,000.

6. **Terms and Conditions of Restricted Stock.** Restricted Stock may be granted under this Plan aside from, or in association with, any other award and shall be subject to the following conditions and shall contain such additional terms and conditions (including provisions relating to the acceleration of vesting of Restricted Stock upon a Change of Control), not inconsistent with the terms of the Plan, as the Committee shall deem desirable:

(a) Grantee rights. A Grantee shall have no rights to an award of Restricted Stock unless and until Grantee accepts the award within the period prescribed by the Committee and, if the Committee shall deem desirable, makes payment to the Company in cash, or by check or such other instrument as may be acceptable to the Committee. After acceptance and issuance of a certificate or certificates, as provided for below, the Grantee shall have the rights of a stockholder with respect to Restricted Stock subject to the non-transferability and forfeiture restrictions described in Section 6(d) below;

(b) Issuance of Certificates. The Company shall issue in the Grantee's name a certificate or certificates for the shares of Common Stock associated with the award promptly after the Grantee accepts such award;

(c) Delivery of Certificates. Unless otherwise provided, any certificate or certificates issued evidencing shares of Restricted Stock shall not be delivered to the Grantee until such shares are free of any restrictions specified by the Committee at the time of grant;

(d) Forfeitability, Non-transferability of Restricted Stock. Shares of Restricted Stock are forfeitable until the terms of the Restricted Stock grant have been satisfied. Shares of Restricted Stock are not transferable until the date on which the Committee has specified such restrictions have lapsed. Unless otherwise provided by the Committee at or after grant, distributions in the form of dividends or otherwise of additional shares or property in respect of shares of Restricted Stock shall be subject to the same restrictions as such shares of Restricted Stock;

(e) Change of Control. Upon the occurrence of a Change in Control as defined in Section 5(c) above, the Committee may accelerate the vesting of outstanding Restricted Stock, in whole or in part, as determined by the Committee in its sole discretion; or

(f) Termination of Employment. Unless otherwise determined by the Committee at or after grant, in the event the Grantee ceases to be an employee or otherwise associated with the Company for any other reason, all shares of Restricted Stock theretofore awarded to him which are still subject to restrictions shall be forfeited and the Company shall have the right to complete the blank stock power. The Committee may provide (on or after grant) that restrictions or forfeiture conditions relating to shares of Restricted Stock will be waived in whole or in part in the event of termination resulting from specified causes, and the Committee may in other cases waive in whole or in part restrictions or forfeiture conditions relating to Restricted Stock.

7. **Term of Plan.** No Option or award of Restricted Stock shall be granted pursuant to the Plan on or after the date which is five (5) years from the effective date of the Plan, but Options and awards of Restricted Stock theretofore granted may extend beyond that date.

8. **Capital Change of the Company.**

(a) In the event of any merger, reorganization, consolidation, recapitalization, stock dividend, or other change in corporate structure affecting the Stock, the Committee shall make an appropriate and equitable adjustment in the number and kind of shares reserved for issuance under the Plan and in the number and option price of shares subject to outstanding Options granted under the Plan, to the end that after such event each Optionee's proportionate interest shall be maintained (to the extent possible) as immediately before the occurrence of such event. The Committee shall, to the extent feasible, make such other adjustments as may be required under the tax laws so that any Incentive Options previously granted shall not be deemed modified within the meaning of Section 424(h) of the Code. Appropriate adjustments shall also be made in the case of outstanding Restricted Stock granted under the Plan.

(b) The adjustments described above will be made only to the extent consistent with continued qualification of the Option under Section 422 of the Code (in the case of an Incentive Option) and Section 409A of the Code.

9. **Purchase for Investment/Conditions.** Unless the Options and shares covered by the Plan have been registered under the Securities Act of 1933, as amended (the "Securities Act"), or the Company has determined that such registration is unnecessary, each person exercising or receiving Options or Restricted Stock under the Plan may be required by the Company to give a representation in writing that such person is acquiring the securities for such person's own account for investment and not with a view to, or for sale in connection with, the distribution of any part thereof. The Committee may impose any additional or further restrictions on awards of Options or Restricted Stock as shall be determined by the Committee at the time of award.

10. **Taxes.**

(a) The Company may make such provisions as it may deem appropriate, consistent with applicable law, in connection with any Options or Restricted Stock granted under the Plan with respect to the withholding of any taxes (including income or employment taxes) or any other tax matters.

(b) If any Grantee, in connection with the acquisition of Restricted Stock, makes the election permitted under Section 83(b) of the Code (that is, an election to include in gross income in the year of transfer the amounts specified in Section 83(b)), such Grantee shall notify the Company of the election with the Internal Revenue Service pursuant to regulations issued under the authority of Code Section 83(b).

(c) If any Grantee shall make any disposition of shares of Stock issued pursuant to the exercise of an Incentive Option under the circumstances described in Section 421(b) of the Code (relating to certain disqualifying dispositions), such Grantee shall notify the Company of such disposition within ten (10) days thereof.

11. **Effective Date of Plan.** The Plan shall be effective on September 20, 2021; provided, however, that if, and only if, certain options are intended to qualify as Incentive Stock Options, the Plan must subsequently be approved by majority vote of the Company's stockholders no later than June 30, 2022, and further, that in the event certain Option grants hereunder are intended to qualify as performance-based compensation within the meaning of Section 162(m) of the Code, the requirements as to stockholder approval set forth in Section 162(m) of the Code are satisfied.

12. **Amendment and Termination.**

(a) The Board may amend, suspend, or terminate the Plan, except that no amendment shall be made that would impair the rights of any Participant under any Option or Restricted Stock theretofore granted without the Participant's consent, and except that no amendment shall be made which, without the approval of the stockholders of the Company, would:

(i) materially increase the number of shares that may be issued under the Plan, except as is provided in Section 8;

(ii) materially increase the benefits accruing to the Participants under the Plan;

(iii) materially modify the requirements as to eligibility for participation in the Plan;

(iv) decrease the exercise price of an Incentive Option to less than 100% of the Fair Market Value per share of Stock on the date of grant thereof or the exercise price of a Nonqualified Option to less than 100% of the Fair Market Value per share of Stock on the date of grant thereof;

(v) extend the term of any Option beyond that provided for in Section 5(b); or

(vi) except as otherwise provided in Sections 5(d) and 8 hereof, reduce the exercise price of outstanding Options or effect repricing through cancellations and re-grants of new Options.

(b) Subject to the forgoing, the Committee may amend the terms of any Option theretofore granted, prospectively or retrospectively, but no such amendment shall impair the rights of any Optionee without the Optionee's consent.

(c) It is the intention of the Board that the Plan comply strictly with the provisions of Section 409A of the Code and Treasury Regulations and other Internal Revenue Service guidance promulgated thereunder (the "Section 409A Rules"), as applicable, and the Committee shall exercise its discretion in granting awards hereunder (and the terms of such awards), accordingly. The Plan and any grant of an award hereunder may be amended from time to time (without, in the case of an award, the consent of the Participant) as may be necessary or appropriate to comply with the Section 409A Rules. If the timing of any distribution under this Plan would result in the imposition of tax penalties under Code Section 409A, (i) then such distribution will be made at the earliest date after the specified payment date on which that distribution can be effected without resulting in such tax penalties; (ii) the Company shall have no authority to accelerate any payment hereunder except as permitted under Code Section 409A and regulations thereunder; and (iii) any rights of any Participant or retained authority of the Company with respect to awards hereunder shall be automatically modified and limited to the extent necessary so that no Grantee will be deemed to be in constructive receipt of income relating to the deferrals nor subject to any penalty under Code Section 409A.

13. **Government Regulations.** The Plan, and the grant and exercise of Options or Restricted Stock hereunder, and the obligation of the Company to sell and deliver shares under such Options and Restricted Stock shall be subject to all applicable laws, rules and regulations, and to such approvals by any governmental agencies, national securities exchanges and interdealer quotation systems as may be required.

14. **General Provisions.**

(a) Certificates. All certificates for shares of Stock delivered under the Plan shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the rules, regulations and other requirements of the Securities and Exchange Commission, or other securities commission having jurisdiction, any applicable Federal or state securities law, any stock exchange or interdealer quotation system upon which the Stock is then listed or traded and the Committee may cause a legend or legends to be placed on any such certificates to make appropriate reference to such restrictions.

(b) Employment Matters. Neither the adoption of the Plan nor any grant or award under the Plan shall confer upon any Participant who is an employee of the Company or any Subsidiary any right to continued employment or, in the case of a Participant who is a director, continued service as a director, with the Company or a Subsidiary, as the case may be, nor shall it interfere in any way with the right of the Company or any Subsidiary to terminate the employment of any of its employees, the service of any of its directors or the retention of any of its consultants, attorneys or advisors at any time.

(c) Limitation of Liability. No member of the Committee, or any officer or employee of the Company acting on behalf of the Committee, shall be personally liable for any action, determination or interpretation taken or made in good faith with respect to the Plan, and all members of the Committee and each and any officer or employee of the Company acting on their behalf shall, to the extent permitted by law, be fully indemnified and protected by the Company in respect of any such action, determination or interpretation.

(d) Registration of Stock. Notwithstanding any other provision in the Plan, no Option may be exercised unless and until the Stock to be issued upon the exercise thereof has been registered under the Securities Act and applicable state securities laws, or are, in the opinion of counsel to the Company, exempt from such registration in the United States. The Company shall not be under any obligation to register under applicable federal or state securities laws any Stock to be issued upon the exercise of an Option granted hereunder in order to permit the exercise of an Option and the issuance and sale of the Stock subject to such Option, although the Company may in its sole discretion register such Stock at such time as the Company shall determine. If the Company chooses to comply with such an exemption from registration, the Stock issued under the Plan may, at the direction of the Committee, bear an appropriate restrictive legend restricting the transfer or pledge of the Stock represented thereby, and the Committee may also give appropriate stop transfer instructions with respect to such Stock to the Company's transfer agent.

(e) Transferability in accordance with SEC Release No. 33-7646 entitled "Registration of Securities on Form S-8," as effective April 7, 1999. Notwithstanding anything to the contrary as may be contained in this Plan regarding rights as to transferability or lack thereof, all options granted hereunder may and shall be transferable to the extent permitted in accordance with SEC Release No. 33-7646 entitled "Registration of Securities on Form S-8," as effective April 7, 1999, and in particular in accordance with that portion of such Release which expands Form S-8 to include stock option exercised by family members so that the rules governing the use of Form S-8 (i) do not impede legitimate intra-family transfer of options and (ii) may facilitate transfer for estate planning purposes, all as more specifically defined in Article III, Sections A and B thereto, the contents of which are herewith incorporated by reference.

15. **Non-Uniform Determinations.** The Committee's determinations under the Plan, including, without limitation, (i) the determination of the Participants to receive awards, (ii) the form, amount and timing of such awards, (iii) the terms and provisions of such awards and (ii) the agreements evidencing the same, need not be uniform and may be made by it selectively among Participants who receive, or who are eligible to receive, awards under the Plan, whether or not such Participants are similarly situated.

16. **Governing Law.** The validity, construction, and effect of the Plan and any rules and regulations relating to the Plan shall be determined in accordance with the internal laws of the State of Nevada, without giving effect to principles of conflicts of laws, and applicable federal law.

NEXT-CHEMX CORPORATION

NOTICE OF STOCK OPTION AWARD

Grantee's Name and Address: _____
_____
_____

You (the "Grantee") have been granted an option to purchase shares of Common Stock, subject to the terms and conditions of this Notice of Stock Option Award (the "Notice"), the NEXT-ChemX Corporation 2021 Stock Incentive Plan, as amended from time to time (the "Plan") and the Stock Option Award Agreement (the "Option Agreement") attached hereto, as follows. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Notice.

Award Number	____-001
Date of Award	_____,___
Vesting Commencement Date	_____,___
Exercise Price per Share	$____
Total Number of Shares Subject to the Option (the "Shares")	_____
Total Exercise Price	$_____
Type of Option:	Incentive Stock Option
Expiration Date:	_____,___
Post-Termination Exercise Period:	Three (3) Months

Vesting Schedule:

Subject to the Grantee's Continuous Service and other limitations set forth in this Notice, the Plan and the Option Agreement, the Option may be exercised, in whole or in part, in accordance with the following schedule:

100% of the Shares subject to the Option shall vest six (6) months after the Vesting Commencement Date.

During any authorized leave of absence, the vesting of the Option as provided in this schedule shall be suspended after the leave of absence exceeds a period of three (3) months. Vesting of the Option shall resume upon the Grantee's termination of the leave of absence and return to service to the Company or a Related Entity. The Vesting Schedule of the Option shall be extended by the length of the suspension.

In the event of termination of the Grantee's Continuous Service for Cause, the Grantee's right to exercise the Option shall terminate concurrently with the termination of the Grantee's Continuous Service, except as otherwise determined by the Administrator.

IN WITNESS WHEREOF, the Company and the Grantee have executed this Notice and agree that the Option is to be governed by the terms and conditions of this Notice, the Plan, and the Option Agreement.

NEXT-ChemX Corporation.
a Nevada corporation

By: _____
Title: _____

THE GRANTEE ACKNOWLEDGES AND AGREES THAT THE SHARES SUBJECT TO THE OPTION SHALL VEST, IF AT ALL, ONLY DURING THE PERIOD OF THE GRANTEE'S CONTINUOUS SERVICE (NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THE OPTION OR ACQUIRING SHARES HEREUNDER). THE GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT NOTHING IN THIS NOTICE, THE OPTION AGREEMENT, OR THE PLAN SHALL CONFER UPON THE GRANTEE ANY RIGHT WITH RESPECT TO FUTURE AWARDS OR CONTINUATION OF THE GRANTEE'S CONTINUOUS SERVICE, NOR SHALL IT INTERFERE IN ANY WAY WITH THE GRANTEE'S RIGHT OR THE RIGHT OF THE COMPANY OR RELATED ENTITY TO WHICH THE GRANTEE PROVIDES SERVICES TO TERMINATE THE GRANTEE'S CONTINUOUS SERVICE, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE. THE GRANTEE ACKNOWLEDGES THAT UNLESS THE GRANTEE HAS A WRITTEN EMPLOYMENT AGREEMENT WITH THE COMPANY TO THE CONTRARY, THE GRANTEE'S STATUS IS AT WILL.

The Grantee acknowledges receipt of a copy of the Plan and the Option Agreement, and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts the Option subject to all of the terms and provisions hereof and thereof. The Grantee has reviewed this Notice, the Plan, and the Option Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Notice, and fully understands all provisions of this Notice, the Plan and the Option Agreement. The Grantee hereby agrees that all questions of interpretation and administration relating to this Notice, the Plan and the Option Agreement shall be resolved by the Administrator in accordance with Section 18 of the Option Agreement. The Grantee further agrees to the venue selection in accordance with Section 19 of the Option Agreement. The Grantee further agrees to notify the Company upon any change in the residence address indicated in this Notice.

Dated: _____ Signed: _____
Grantee

Award Number: __-___

NEXT-CHEMX CORPORATION 2021 STOCK INCENTIVE PLAN

STOCK OPTION AWARD AGREEMENT

1. Grant of Option. NEXT-ChemX Corporation, a Nevada corporation (the "Company"), hereby grants to the Grantee (the "Grantee") named in the Notice of Stock Option Award (the "Notice"), an option (the "Option") to purchase the Total Number of Shares of Common Stock subject to the Option (the "Shares") set forth in the Notice, at the Exercise Price per Share set forth in the Notice (the "Exercise Price") subject to the terms and provisions of the Notice, this Stock Option Award Agreement (the "Option Agreement") and the Company's 2021 Stock Incentive Plan, as amended from time to time (the "Plan"), which are incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Option Agreement.

If designated in the Notice as an Incentive Stock Option, the Option is intended to qualify as an Incentive Stock Option as defined in Section 422 of the Code. However, notwithstanding such designation, the Option will qualify as an Incentive Stock Option under the Code only to the extent the $100,000 dollar limitation of Section 422(d) of the Code is not exceeded. The $100,000 limitation of Section 422(d) of the Code is calculated based on the aggregate Fair Market Value of the Shares subject to options designated as Incentive Stock Options which become exercisable for the first time by the Grantee during any calendar year (under all plans of the Company or any Parent or Subsidiary of the Company). For purposes of this calculation, Incentive Stock Options shall be taken into account in the order in which they were granted, and the Fair Market Value of the shares subject to such options shall be determined as of the grant date of the relevant option.

2. Exercise of Option.

(a) Right to Exercise. The Option shall be exercisable during its term in accordance with the Vesting Schedule set out in the Notice and with the applicable provisions of the Plan and this Option Agreement. The Option shall be subject to the provisions of Section 11 of the Plan relating to the exercisability or termination of the Option in the event of a Corporate Transaction. The Grantee shall be subject to reasonable limitations on the number of requested exercises during any monthly or weekly period as determined by the Administrator. In no event shall the Company issue fractional Shares.

(b) Method of Exercise. The Option shall be exercisable by delivery of an exercise notice (a form of which is attached as Exhibit A) or by such other procedure as specified from time to time by the Administrator which shall state the election to exercise the Option, the whole number of Shares in respect of which the Option is being exercised, and such other provisions as may be required by the Administrator. The exercise notice shall be delivered in person, by certified mail, or by such other method (including electronic transmission) as determined from time to time by the Administrator to the Company accompanied by payment of the Exercise Price and all applicable income and employment taxes required to be withheld. The Option shall be deemed to be exercised upon receipt by the Company of such notice accompanied by the Exercise Price and all applicable withholding taxes, which, to the extent selected, shall be deemed to be satisfied by use of the broker-dealer sale and remittance procedure to pay the Exercise Price provided in Section 4(d) below to the extent such procedure is available to the Grantee at the time of exercise and such an exercise would not violate any Applicable Law.

(c) Taxes. No Shares will be delivered to the Grantee or other person pursuant to the exercise of the Option until the Grantee or other person has made arrangements acceptable to the Administrator for the satisfaction of applicable income tax and employment tax withholding obligations, including, without limitation, such other tax obligations of the Grantee incident to the receipt of Shares. Upon exercise of the Option, the Company or the Grantee's employer may offset or withhold (from any amount owed by the Company or the Grantee's employer to the Grantee) or collect from the Grantee or other person an amount sufficient to satisfy such tax withholding obligations. Furthermore, in the event of any determination that the Company has failed to withhold a sum sufficient to pay all withholding taxes due in connection with the Option, the Grantee agrees to pay the Company the amount of such deficiency in cash within five (5) days after receiving a written demand from the Company to do so, whether or not the Grantee is an employee of the Company at that time.

3. Grantee's Representations. The Grantee understands that neither the Option nor the Shares exercisable pursuant to the Option have been registered under the Securities Act of 1933, as amended or any United States securities laws. In the event the Shares purchasable pursuant to the exercise of the Option have not been registered under the Securities Act of 1933, as amended, at the time the Option is exercised, the Grantee shall, if requested by the Company, concurrently with the exercise of all or any portion of the Option, deliver to the Company his or her Investment Representation Statement in the form attached hereto as Exhibit B.

4. Method of Payment. Payment of the Exercise Price shall be made by any of the following, or a combination thereof, at the election of the Grantee; provided, however, that such exercise method does not then violate any Applicable Law:

(a) cash;

(b) check;

(c) surrender of Shares held for the requisite period, if any, necessary to avoid a charge to the Company's earnings for financial reporting purposes, or delivery of a properly executed form of attestation of ownership of Shares as the Administrator may require which have a Fair Market Value on the date of surrender or attestation equal to the aggregate Exercise Price of the Shares as to which the Option is being exercised; or

(d) if the exercise occurs on or after the Registration Date, payment through a broker-dealer sale and remittance procedure pursuant to which the Grantee (i) shall provide written instructions to a Company-designated brokerage firm to effect the immediate sale of some or all of the purchased Shares and remit to the Company sufficient funds to cover the aggregate exercise price payable for the purchased Shares and (ii) shall provide written directives to the Company to deliver the certificates for the purchased Shares directly to such brokerage firm in order to complete the sale transaction; or

(e) payment through a "net exercise" such that, without the payment of any funds, the Grantee may exercise the Option and receive the net number of Shares equal to (i) the number of Shares as to which the Option is being exercised, multiplied by (ii) a fraction, the numerator of which is the Fair Market Value per Share (on such date as is determined by the Administrator) less the Exercise Price per Share, and the denominator of which is such Fair Market Value per Share (the number of net Shares to be received shall be rounded down to the nearest whole number of Shares); or

(f) any combination of the foregoing methods of payment.

5. Restrictions on Exercise. The Option may not be exercised if the issuance of the Shares subject to the Option upon such exercise would constitute a violation of any Applicable Laws. In addition, the Option may be exercised prior to the time that the Plan has been approved by the shareholders of the Company; provided, however, that all Shares issued upon any such exercise shall be rescinded if shareholder approval is not obtained within the time prescribed, and Shares issued upon any such exercise shall not be counted in determining whether shareholder approval is obtained. If the exercise of the Option within the applicable time periods set forth in Sections 6, 7 and 8 of this Option Agreement is prevented by the provisions of this Section 5, the Option shall remain exercisable until one (1) month after the date the Grantee is notified by the Company that the Option is exercisable, but in any event no later than the Expiration Date set forth in the Notice.

6. Termination or Change of Continuous Service. In the event the Grantee's Continuous Service terminates, other than for Cause, the Grantee may, but only during the Post-Termination Exercise Period, exercise the portion of the Option that was vested at the date of such termination (the "Termination Date"). The Post-Termination Exercise Period shall commence on the Termination Date. In the event of termination of the Grantee's Continuous Service for Cause, the Grantee's right to exercise the Option shall, except as otherwise determined by the Administrator, terminate concurrently with the termination of the Grantee's Continuous Service (also the "Termination Date"). In no event, however, shall the Option be exercised later than the Expiration Date set forth in the Notice. In the event of the Grantee's change in status from Employee, Director or Consultant to any other status of Employee, Director or Consultant, the Option shall remain in effect and the Option shall continue to vest in accordance with the Vesting Schedule set forth in the Notice; provided, however, with respect to any Incentive Stock Option that shall remain in effect after a change in status from Employee to Director or Consultant, such Incentive Stock Option shall cease to be treated as an Incentive Stock Option and shall be treated as a Non-Qualified Stock Option on the day three (3) months and one (1) day following such change in status. Except as provided in Sections 7 and 8 below, to the extent that the Option was unvested on the Termination Date, or if the Grantee does not exercise the vested portion of the Option within the Post-Termination Exercise Period, the Option shall terminate.

7. Disability of Grantee. In the event the Grantee's Continuous Service terminates as a result of his or her Disability, the Grantee may, but only within twelve (12) months commencing on the Termination Date (but in no event later than the Expiration Date), exercise the portion of the Option that was vested on the Termination Date; provided, however, that if such Disability is not a "disability" as such term is defined in Section 22(e)(3) of the Code and the Option is an Incentive Stock Option, such Incentive Stock Option shall cease to be treated as an Incentive Stock Option and shall be treated as a Non-Qualified Stock Option on the day three (3) months and one (1) day following the Termination Date. To the extent that the Option was unvested on the Termination Date, or if the Grantee does not exercise the vested portion of the Option within the time specified herein, the Option shall terminate. Section 22(e)(3) of the Code provides that an individual is permanently and totally disabled if he or she is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months.

8. Death of Grantee. In the event of the termination of the Grantee's Continuous Service as a result of his or her death, or in the event of the Grantee's death during the Post-Termination Exercise Period or during the twelve (12) month period following the Grantee's termination of Continuous Service as a result of his or her Disability, the person who acquired the right to exercise the Option pursuant to Section 9 may exercise the portion of the Option that was vested at the date of termination within twelve (12) months commencing on the date of death (but in no event later than the Expiration Date). To the extent that the Option was unvested on the date of death, or if the vested portion of the Option is not exercised within the time specified herein, the Option shall terminate.

9. Transferability of Option. The Option, if an Incentive Stock Option, may not be transferred in any manner other than by will or by the laws of descent and distribution and may be exercised during the lifetime of the Grantee only by the Grantee. The Option, if a Non-Qualified Stock Option, may not be transferred in any manner other than by will or by the laws of descent and distribution; provided, however, that a Non-Qualified Stock Option may be transferred during the lifetime of the Grantee by gift or pursuant to a domestic relations order to members of the Grantee's Immediate Family to the extent and in the manner determined by the Administrator. Notwithstanding the foregoing, the Grantee may designate one or more beneficiaries of the Grantee's Incentive Stock Option or Non-Qualified Stock Option in the event of the Grantee's death on a beneficiary designation form provided by the Administrator. Following the death of the Grantee, the Option, to the extent provided in Section 8, may be exercised (a) by the person or persons designated under the deceased Grantee's beneficiary designation or (b) in the absence of an effectively designated beneficiary, by the Grantee's legal representative or by any person empowered to do so under the deceased Grantee's will or under the then applicable laws of descent and distribution. The terms of the Option shall be binding upon the executors, administrators, heirs, successors and transferees of the Grantee.

10. Term of Option. The Option must be exercised no later than the Expiration Date set forth in the Notice or such earlier date as otherwise provided herein. After the Expiration Date or such earlier date, the Option shall be of no further force or effect and may not be exercised.

11. Company's Right of First Refusal. The Grantee acknowledges and agrees that the Shares are subject to a right of first refusal ("Right of First Refusal") as set forth in the Bylaws of the Company, which Right of First Refusal is incorporated herein by reference irrespective of whether the Bylaws are amended at some future date to remove the Right of First Refusal therefrom, and that, except in compliance with such Right of First Refusal, neither the Grantee nor a transferee shall sell, hypothecate, encumber or otherwise transfer any Shares or any right or interest therein.

12. Stop-Transfer Notices. In order to ensure compliance with the restrictions on transfer set forth in this Option Agreement, the Notice or the Plan, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, and, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

13. Refusal to Transfer. The Company shall not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Option Agreement or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares shall have been so transferred.

14. Tax Consequences.

(a) The Grantee may incur tax liability as a result of the Grantee's purchase or disposition of the Shares. THE GRANTEE SHOULD CONSULT A TAX ADVISER BEFORE EXERCISING THE OPTION OR DISPOSING OF THE SHARES.

(b) Notwithstanding the Company's good faith determination of the Fair Market Value of the Company's Common Stock for purposes of determining the Exercise Price Per Share of the Option as set forth in the Notice, the taxing authorities may assert that the Fair Market Value of the Common Stock on the Date of Award was greater than the Exercise Price Per Share. If designated in the Notice as an Incentive Stock Option, the Option may fail to qualify as an Incentive Stock Option if the Exercise Price Per Share of the Option is less than the Fair Market Value of the Common Stock on the Date of Award. In addition, under Section 409A of the Code, if the Exercise Price Per Share of the Option is less than the Fair Market Value of the Common Stock on the Date of Award, the Option may be treated as a form of deferred compensation and the Grantee may be subject to an acceleration of income recognition, an additional 20% tax, plus interest and possible penalties. The Company makes no representation that the Option will comply with Section 409A of the Code and makes no undertaking to prevent Section 409A of the Code from applying to the Option or to mitigate its effects on any deferrals or payments made in respect of the Option. The Grantee is encouraged to consult a tax adviser regarding the potential impact of Section 409A of the Code.

15. Lock-Up Agreement.

(a) Agreement. The Grantee, if requested by the Company and the lead underwriter of any public offering of the Common Stock (the "Lead Underwriter"), hereby irrevocably agrees not to sell, contract to sell, grant any option to purchase, transfer the economic risk of ownership in, make any short sale of, pledge or otherwise transfer or dispose of any interest in any Common Stock or any securities convertible into or exchangeable or exercisable for or any other rights to purchase or acquire Common Stock (except Common Stock included in such public offering or acquired on the public market after such offering) during the 180-day period following the effective date of a registration statement of the Company filed under the Securities Act of 1933, as amended, or such shorter or longer period of time as the Lead Underwriter shall specify. The Grantee further agrees to sign such documents as may be requested by the Lead Underwriter to effect the foregoing and agrees that the Company may impose stop-transfer instructions with respect to such Common Stock subject to the lock-up period until the end of such period. The Company and the Grantee acknowledge that each Lead Underwriter of a public offering of the Company's stock, during the period of such offering and for the lock-up period thereafter, is an intended beneficiary of this Section 15.

(b) No Amendment Without Consent of Underwriter. During the period from identification of a Lead Underwriter in connection with any public offering of the Company's Common Stock until the earlier of (i) the expiration of the lock-up period specified in Section 15(a) in connection with such offering or (ii) the abandonment of such offering by the Company and the Lead Underwriter, the provisions of this Section 15 may not be amended or waived except with the consent of the Lead Underwriter.

16. Entire Agreement: Governing Law. The Notice, the Plan and this Option Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Grantee with respect to the subject matter hereof, and may not be modified adversely to the Grantee's interest except by means of a writing signed by the Company and the Grantee. Nothing in the Notice, the Plan and this Option Agreement (except as expressly provided therein) is intended to confer any rights or remedies on any persons other than the parties. The Notice, the Plan and this Option Agreement are to be construed in accordance with and governed by the internal laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties. Should any provision of the Notice, the Plan or this Option Agreement be determined to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

17. Construction. The captions used in the Notice and this Option Agreement are inserted for convenience and shall not be deemed a part of the Option for construction or interpretation. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term "or" is not intended to be exclusive, unless the context clearly requires otherwise.

18. Administration and Interpretation. Any question or dispute regarding the administration or interpretation of the Notice, the Plan or this Option Agreement shall be submitted by the Grantee or by the Company to the Administrator. The resolution of such question or dispute by the Administrator shall be final and binding on all persons.

19. Venue. The Company, the Grantee, and the Grantee's assignees pursuant to Section 9 (the "parties") agree that any suit, action, or proceeding arising out of or relating to the Notice, the Plan or this Option Agreement shall be brought in the United States District Court for the Central District of Nevada, and that the parties shall submit to the jurisdiction of such court. The parties irrevocably waive, to the fullest extent permitted by law, any objection the party may have to the laying of venue for any such suit, action or proceeding brought in such court. If any one or more provisions of this Section 19 shall for any reason be held invalid or unenforceable, it is the specific intent of the parties that such provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable.

20. Notices. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery, upon deposit for delivery by an internationally recognized express mail courier service or upon deposit in the United States mail by certified mail (if the parties are within the United States), with postage and fees prepaid, addressed to the other party at its address as shown in these instruments, or to such other address as such party may designate in writing from time to time to the other party.

21. Confidentiality. To the extent required by Applicable Law, the Company shall provide to the Grantee, during the period the Option is outstanding, copies of financial statements of the Company at least annually. The Grantee understands and agrees that such financial statements are confidential and shall not be disclosed by the Grantee, to any entity or person, for any reason, at any time, without the prior written consent of the Company, unless required by law. If disclosure of such financial statements is required by law, whether through subpoena, request for production, deposition, or otherwise, the Grantee promptly shall provide written notice to Company, including copies of the subpoena, request for production, deposition, or otherwise, within five (5) business days of their receipt by the Grantee and prior to any disclosure so as to provide Company an opportunity to move to quash or otherwise to oppose the disclosure. Notwithstanding the foregoing, the Grantee may disclose the terms of such financial statements to his or her spouse or domestic partner, and for legitimate business reasons, to legal, financial, and tax advisors.

END OF AGREEMENT

EXHIBIT A

NEXT-CHEMX CORPORATION 2021 STOCK INCENTIVE PLAN

EXERCISE NOTICE

_____

Attention: Secretary

1. Effective as of today, _____, the undersigned (the "Grantee") hereby elects to exercise the Grantee's option to purchase _____ shares of the Common Stock (the "Shares") of NEXT-ChemX Corporation, (the "Company") under and pursuant to the Company's 2021 Stock Incentive Plan, as amended from time to time (the "Plan") and the [ ] Incentive [ ] Non-Qualified Stock Option Award Agreement (the "Option Agreement") and Notice of Stock Option Award (the "Notice") dated _____, _____. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Exercise Notice.

2. Representations of the Grantee. The Grantee acknowledges that the Grantee has received, read and understood the Notice, the Plan and the Option Agreement and agrees to abide by and be bound by their terms and conditions.

3. Rights as Shareholder. Until the stock certificate evidencing such Shares is issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a shareholder shall exist with respect to the Shares, notwithstanding the exercise of the Option. The Company shall issue (or cause to be issued) such stock certificate promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the stock certificate is issued, except as provided in Section 10 of the Plan.

The Grantee shall enjoy rights as a shareholder until such time as the Grantee disposes of the Shares or the Company and/or its assignee(s) exercises the Right of First Refusal. Upon such exercise, the Grantee shall have no further rights as a holder of the Shares so purchased except the right to receive payment for the Shares so purchased in accordance with the provisions of the Option Agreement, and the Grantee shall forthwith cause the certificate(s) evidencing the Shares so purchased to be surrendered to the Company for transfer or cancellation.

4. Delivery of Payment. The Grantee herewith delivers to the Company the full Exercise Price for the Shares, which, to the extent selected, shall be deemed to be satisfied by use of:

[Identify subsection of Section 4 of the Option Award Agreement to be used]

____ cash;

____ check;

____ the surrender of Shares procedure provided in Section 4(c) of the Option Agreement;

____ the broker-dealer sale and remittance procedure to pay the Exercise Price provided in Section 4(d) of the Option Agreement; or

____ the "net exercise" procedure provided in Section 4(e) of the Option Agreement.

5. Tax Consultation. The Grantee understands that the Grantee may suffer adverse tax consequences as a result of the Grantee's purchase or disposition of the Shares. The Grantee represents that the Grantee has consulted with any tax consultants the Grantee deems advisable in connection with the purchase or disposition of the Shares and that the Grantee is not relying on the Company for any tax advice.

6. Taxes. The Grantee agrees to satisfy all applicable federal, state and local income and employment tax withholding obligations and herewith delivers to the Company the full amount of such obligations or has made arrangements acceptable to the Company to satisfy such obligations. In the case of an Incentive Stock Option, the Grantee also agrees, as partial consideration for the designation of the Option as an Incentive Stock Option, to notify the Company in writing within thirty (30) days of any disposition of any shares acquired by exercise of the Option if such disposition occurs within two (2) years from the Date of Award or within one (1) year from the date the Shares were transferred to the Grantee.

7. Restrictive Legends. The Grantee understands and agrees that the Company shall cause the legends set forth below or legends substantially equivalent thereto, to be placed upon any certificate(s) evidencing ownership of the Shares together with any other legends that may be required by the Company or by state or federal securities laws:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR ANY STATE SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT OR, IN THE OPINION OF COUNSEL SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS IN COMPLIANCE THEREWITH.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AND A RIGHT OF FIRST REFUSAL HELD BY THE ISSUER OR ITS ASSIGNEE(S) AS SET FORTH IN THE OPTION AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH TRANSFER RESTRICTIONS AND RIGHT OF FIRST REFUSAL ARE BINDING ON TRANSFEREES OF THESE SHARES.

8. Successors and Assigns. The Company may assign any of its rights under this Exercise Notice to single or multiple assignees, and this agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Exercise Notice shall be binding upon the Grantee and his or her heirs, executors, administrators, successors and assigns.

9. Construction. The captions used in this Exercise Notice are inserted for convenience and shall not be deemed a part of this agreement for construction or interpretation. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term "or" is not intended to be exclusive, unless the context clearly requires otherwise.

10. Administration and Interpretation. The Grantee hereby agrees that any question or dispute regarding the administration or interpretation of this Exercise Notice shall be submitted by the Grantee or by the Company to the Administrator. The resolution of such question or dispute by the Administrator shall be final and binding on all persons.

11. Governing Law; Severability. This Exercise Notice is to be construed in accordance with and governed by the internal laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties. Should any provision of this Exercise Notice be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

12. Notices. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery, upon deposit for delivery by an internationally recognized express mail courier service or upon deposit in the United States mail by certified mail (if the parties are within the United States), with postage and fees prepaid, addressed to the other party at its address as shown below beneath its signature, or to such other address as such party may designate in writing from time to time to the other party.

13. Further Instruments. The parties agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the purposes and intent of this agreement.

14. Entire Agreement. The Notice, the Plan and the Option Agreement are incorporated herein by reference and together with this Exercise Notice constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Grantee with respect to the subject matter hereof, and may not be modified adversely to the Grantee's interest except by means of a writing signed by the Company and the Grantee. Nothing in the Notice, the Plan, the Option Agreement and this Exercise Notice (except as expressly provided therein) is intended to confer any rights or remedies on any persons other than the parties.

Submitted by:

GRANTEE:

(Signature)

Address:

Accepted by:

_____, Inc.

By:

Name:

Title: President

Address:

EXHIBIT B

NEXT-CHEMX CORPORATION 2021 STOCK INCENTIVE PLAN

INVESTMENT REPRESENTATION STATEMENT

GRANTEE:	
COMPANY:	NEXT-ChemX Corporation
SECURITY:	COMMON STOCK
AMOUNT:	_____Shares
DATE:	_____

In connection with the purchase of the above-listed Securities, the undersigned Grantee represents to the Company the following:

(a) Grantee is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Securities. Grantee is acquiring these Securities for investment for Grantee's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act").

(b) Grantee acknowledges and understands that the Securities constitute "restricted securities" under the Securities Act and have not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon among other things, the bona fide nature of Grantee's investment intent as expressed herein. Grantee further understands that the Securities must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Grantee further acknowledges and understands that the Company is under no obligation to register the Securities. Grantee understands that the certificate evidencing the Securities will be imprinted with a legend which prohibits the transfer of the Securities unless they are registered or such registration is not required in the opinion of counsel satisfactory to the Company.

(c) Grantee is familiar with the provisions of Rule 701 and Rule 144, each promulgated under the Securities Act, which, in substance, permit limited public resale of "restricted securities" acquired, directly or indirectly from the issuer thereof, in a non-public offering subject to the satisfaction of certain conditions. Rule 701 provides that if the issuer qualifies under Rule 701 at the time of the grant of the Option to the Grantee, the exercise will be exempt from registration under the Securities Act. In the event the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, ninety (90) days thereafter (or such longer period as any market stand-off agreement may require) the Securities exempt under Rule 701 may be resold, except in the case of affiliates, such Securities may be resold subject to the satisfaction of the applicable conditions specified by Rule 144, including: (1) the availability of certain public information about the Company, (2) the amount of Securities being sold during any three month period not exceeding specified limitations, (3) the resale being made in an unsolicited "broker's transaction," in transactions directly with a "market maker" or "riskless principal transactions" (as said terms are defined under the Securities Exchange Act of 1934) and (4) the timely filing of a Form 144, if applicable.

In the event that the Company does not qualify under Rule 701 at the time of the grant of the Option, then the Securities may be resold in certain limited circumstances subject to the provisions of Rule 144, which may require: the availability of current public information about the Company; the resale to occur more than a specified period after the purchase and full payment (within the meaning of Rule 144) for the Securities; and, in the case of the sale of Securities by an affiliate, the satisfaction of the conditions set forth in sections (2), (3) and (4) of the paragraph immediately above.

(d) Grantee further understands that in the event all of the applicable requirements of Rule 701 or 144 are not satisfied, registration under the Securities Act, compliance with Regulation A, or some other registration exemption will be required; and that, notwithstanding the fact that Rules 144 and 701 are not exclusive, the Staff of the Securities and Exchange Commission has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise than pursuant to Rules 144 or 701 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk. Grantee understands that no assurances can be given that any such other registration exemption will be available in such event.

(e) Grantee represents that Grantee is a resident of the state of _____.

Signature of Grantee:

_____

Date: _____

EXHIBIT 31.1

CERTIFICATION PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)

I, Benton H Wilcoxon, certify that:

1. I have reviewed this Form 10-K for the period ended December 31, 2021 of NEXT-ChemX Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. I have disclosed, based on my most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    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 registrant'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 registrant's internal control over financial reporting.

Date: April 15, 2022

/s/ Benton H Wilcoxon
Benton H Wilcoxon
Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)

I, John Michael Johnson, certify that:

1. I have reviewed this Form 10-K for the period ended December 31, 2021 of NEXT-ChemX Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. I have disclosed, based on my most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    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 registrant'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 registrant's internal control over financial reporting.

Date: April 15, 2022

/s/ John Michael Johnson
John Michael Johnson
Chief Financial Officer

EXHIBIT 32.1

CERTIFICATIONS PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)

Pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code), the undersigned officer of NEXT-ChemX Corporation, a Nevada corporation (the "Company"), does hereby certify, to such officer's knowledge, that:

The annual report on Form 10-K for the fiscal year ended December 31, 2021 (the "Form 10-K") of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and the information contained in the Form 10-K fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 15, 2022

/s/ Benton H Wilcoxon
Benton H Wilcoxon
Chief Executive Officer

A signed original of this written statement required by Section 906 has been provided to NEXT-ChemX Corporation and will be retained by NEXT-ChemX Corporation and furnished to the Securities and Exchange Commission or its staff upon request.