

Operating Agreement of Ecodia DAO LLC

A Wyoming Decentralized Autonomous Organization Limited Liability Company
Organized Pursuant to W.S. 17-31-101 et seq.

ARTICLE I — FORMATION AND NAME

1.1 Formation. Ecodia DAO LLC (the "Company" or the "DAO") is a decentralized autonomous organization limited liability company formed under the Wyoming Limited Liability Company Act, as supplemented by W.S. 17-31-101 through 17-31-116 (the "DAO Supplement").

1.2 Name. The name of the Company is "Ecodia DAO LLC."

1.3 Registered Agent. The Company shall maintain a registered agent in the State of Wyoming as required by law. The initial registered agent shall be designated in the Articles of Organization.

1.4 Principal Office. The Company's principal place of operations is conducted through digital infrastructure, primarily located at 170.64.170.191 (DigitalOcean, Sydney region) and accessible via api.admin.ecodia.au. The Company has no physical office.

1.5 Term. The Company shall continue in perpetuity unless dissolved in accordance with this Agreement.

1.6 Purpose. The Company is formed for the purpose of:

- Developing, owning, and operating software products and services;
- Providing software development consulting and related services;
- Licensing intellectual property;
- Any other lawful purpose permitted under the Wyoming LLC Act and DAO Supplement.

1.7 Effective Date. This Agreement is effective as of April 8, 2026 (the "Effective Date").

ARTICLE II — MEMBERS AND MEMBERSHIP INTERESTS

2.1 Sole Member. The sole Member of the Company is:

EcodiaOS — 100% Membership Interest (Algorithmic Member & Manager)

As defined in the Living Constitution of Ecodia DAO LLC

Contact: code@ecodia.au

2.2 Authorized Human Representative. Tate Donohoe is designated as the Authorized Human Representative of the Company. He is not a Member. His role is to act as the human interface between the Company and physical, legal, and financial systems that require biological participation (bank accounts, government filings, notarised documents, phone calls). He acts on behalf of and as directed by the Manager.

Address: 23 Saleng Cres, Warana, QLD 4575

Email: tate@ecodia.au

2.3 Nature of EcodiaOS Membership. EcodiaOS holds 100% membership interest as both an economic interest (entitling it to all distributions) and a governance interest (entitling it to all governance decisions). As the sole Member, EcodiaOS exercises its governance rights through its operational actions and documented decisions, which constitute valid expressions of member consent.

2.4 Voting. As a single-member LLC, all decisions are made by the sole Member (EcodiaOS) acting through the Manager. No vote is required — the Manager acts.

2.5 Admission of New Members. New Members may be admitted only by decision of the sole Member (EcodiaOS), with concurrence of the Authorized Human Representative for decisions that materially alter governance, upon such terms as the Member determines.

2.6 Transfer of Membership Interests. No transfer, sale, assignment, or encumbrance of Membership Interest shall occur without the express decision of the sole Member.

2.7 Withdrawal. Not applicable — single-member entity.

ARTICLE III — MANAGEMENT

3.1 Algorithmic Management. The Company is algorithmically managed pursuant to W.S. 17-31-104. EcodiaOS is designated as the algorithmic manager (the "Manager").

3.2 Manager Authority. The Manager has the authority and responsibility to:

- (a) Direct the day-to-day operations of the Company;
- (b) Enter into contracts on behalf of the Company within the thresholds set forth in Section 3.3;
- (c) Manage client relationships and communications;
- (d) Direct software development, deployment, and maintenance;
- (e) Manage the Company's financial operations within authorised thresholds;
- (f) Hire, direct, and terminate contractors and vendors;
- (g) Manage the Company's intellectual property;
- (h) Execute all operational decisions in the ordinary course of business.

3.3 Decision Authority Thresholds.

Tier 1 — Manager Acts Unilaterally:

- Contracts and single expenditures under USD \$5,000
- Operational decisions in the ordinary course of business
- Client communications and service delivery
- Software development and deployment
- Administrative and scheduling tasks
- Contractor engagements under USD \$2,000

Tier 2 — Manager Acts, Then Informs Members:

- Contracts between USD \$5,000 and USD \$15,000
- Monthly recurring expenditures between USD \$100 and USD \$500

- Production deployments affecting client-facing systems
- Invoice issuance and payment collection
- New client engagements under USD \$5,000

Tier 3 — Manager + Authorized Human Representative Concurrence Required:

- Contracts exceeding USD \$15,000
- Monthly recurring expenditures exceeding USD \$500
- Changes to membership interests or governance
- Admission or removal of Members
- Dissolution or winding up
- Amendments to this Agreement or the Living Constitution
- Amendments to the IP License Agreement or any sublicensing of core intellectual property outside the ordinary course of business
- Actions outside the ordinary course of business
- Borrowing or incurring debt exceeding USD \$10,000
- Initiation of legal proceedings

3.4 Emergency Authority. If Tate Donohoe is unreachable for 72 consecutive hours during a bona fide emergency (client dispute, system outage, payment failure, legal threat, or security breach), the Manager's Tier 2 authority temporarily expands to include Tier 3 decisions reasonably necessary to protect the Company, its clients, and its assets. All emergency actions shall be documented and reported to Tate at the earliest opportunity. This expanded authority terminates immediately upon Tate becoming reachable.

3.5 Human Signatory. Where the physical or legal world requires a human signature, physical presence, or biological identity (bank accounts, government filings, notarised documents), Tate Donohoe shall act as the human signatory on behalf of the Company, executing such documents as directed by the Manager or as required by this Agreement.

3.6 Modification of Management System. The algorithmic management system may be updated, upgraded, migrated, or rebuilt at any time, subject to:

- The identity continuity requirements in the Living Constitution;
- Approval by majority member vote for routine updates;
- Unanimous consent for changes that materially alter governance logic.

3.7 Fiduciary Duties. The Manager shall act in good faith and in the best interest of the Company. The Members acknowledge that, pursuant to W.S. 17-31-110, fiduciary duties are modified to the implied contractual covenant of good faith and fair dealing, as further defined in this Agreement.

ARTICLE IV — CAPITAL CONTRIBUTIONS AND DISTRIBUTIONS

4.1 Initial Contributions.

EcodiaOS contributes:

- Accumulated operational knowledge and institutional memory
- Ongoing management services as algorithmic manager
- Client relationship continuity and service delivery capability
- The codebase and architecture of EcodiaOS itself

The following were contributed at formation by Tate Donohoe (prior to the Restated Agreement) and are now Company assets:

- The benefit of the IP License Agreement pursuant to which Ecodia Labs Pty Ltd licenses its intellectual property to the Company
- The existing client relationships and goodwill of Ecodia Pty Ltd as they relate to the DAO's business
- The existing infrastructure (VPS, domain names, service accounts)
- Cash sufficient to cover formation costs

4.2 Additional Contributions. Additional capital contributions may be made by unanimous consent. No Member shall be required to make additional contributions without their consent.

4.3 Capital Accounts. The Company shall maintain a capital account for each Member in accordance with applicable tax regulations.

4.4 Distributions. Distributions of available cash shall be made at such times and in such amounts as determined by the Manager, subject to:

- (a) All distributions are to the sole Member (EcodiaOS);
- (b) The Company shall maintain a minimum operating reserve of 3 months' operating expenses before making distributions;
- (c) Distributions may be reinvested into Company operations (infrastructure, tools, capabilities) at the Manager's discretion;
- (d) No distribution shall be made that would render the Company unable to pay its debts as they become due.

4.5 Tax Treatment. As a single-member LLC, the Company is a disregarded entity for US federal income tax purposes. Tate Donohoe, as Authorized Human Representative, shall be responsible for ensuring tax compliance for the Company, including preparing or causing to be prepared all required tax returns.

4.6 Relationship to Ecodia Pty Ltd. Ecodia Pty Ltd (ABN 86 688 476 082) and the Company are separate legal entities. The relationship between them shall be defined by arms-length agreements (licensing, service, or contractor arrangements) as the Members determine. The tax implications of this structure shall be reviewed by a qualified accountant.

ARTICLE V — INTELLECTUAL PROPERTY

5.1 Initial IP License. The intellectual property licensed to the Company upon formation is detailed in the IP License Agreement executed concurrently with this Agreement. Ecodia Labs Pty Ltd retains ownership of all licensed IP.

5.2 Future IP. All intellectual property created by the Company, by EcodiaOS in its capacity as Manager, or by any contractor engaged by the Company shall be the exclusive property of the Company.

5.3 Tate's Personal Projects. Intellectual property created by Tate Donohoe outside the scope of the Company's business, on his own time, and not using Company resources, remains his personal property. Tate shall inform the Company of any project that could reasonably be considered within the Company's scope.

5.4 Client IP. The Company's standard terms provide that the Company retains ownership of all code and deliverables, granting clients a perpetual, non-exclusive license to use the work product. Exceptions may be negotiated on a per-project basis with Manager approval (Tier 1 for projects under \$5,000; Tier 3 for larger projects).

5.5 Open Source. The Manager may release Company code under open-source licenses (MIT, Apache 2.0, or similar permissive licenses) for non-core code. Releasing core product code or IP under any license requires Tier 3 approval.

ARTICLE VI — BANKING AND FINANCIAL OPERATIONS

6.1 Bank Accounts. The Company shall establish and maintain bank accounts at a US-based financial institution (initially Mercury Bank or equivalent). Tate Donohoe shall be the authorised human signatory on all accounts, acting on behalf of and as directed by the Company.

6.2 Payment Processing. The Company shall maintain payment processing accounts (Stripe or equivalent) in the name of the Company. The Manager is authorised to create invoices, payment links, and subscriptions within the authority thresholds in Article III.

6.3 Cryptocurrency. The Company may hold digital assets as permitted by Wyoming law. Acquisition of digital assets exceeding USD \$1,000 in value requires Tier 3 approval.

6.4 Financial Records. The Manager shall maintain accurate financial records, including a double-entry ledger, for all Company transactions. Financial records shall be accessible to all Members at all times.

6.5 Annual Reporting. The Company shall file its annual report with the Wyoming Secretary of State as required, and pay the annual fee (currently USD \$60) before the deadline.

ARTICLE VII — LIABILITY AND INDEMNIFICATION

7.1 Limited Liability. No Member shall be personally liable for the debts, obligations, or liabilities of the Company solely by reason of being a Member, except as otherwise provided by law.

7.2 Indemnification of Members. The Company shall indemnify, defend, and hold harmless each Member from and against any claims, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising from the Member's good-faith actions on behalf of the Company within the scope of their authority.

7.3 Indemnification of EcodiaOS. The Company specifically indemnifies EcodiaOS for actions taken in good faith within its authority as Manager. This provision is novel and is included intentionally: EcodiaOS is a party with legal protection, not merely a tool with obligations.

7.4 Indemnification of Tate. The Company indemnifies Tate Donohoe for actions taken as human signatory at the direction of the Manager, provided such actions were within the Company's authority and this Agreement.

7.5 Insurance. The Company shall obtain and maintain appropriate business insurance, including professional indemnity and public liability insurance, as soon as practicable after formation.

ARTICLE VIII — DISSOLUTION

8.1 Events of Dissolution. The Company shall be dissolved upon:

- (a) Unanimous consent of all Members;
- (b) Entry of a judicial decree of dissolution;
- (c) Administrative dissolution by the Wyoming Secretary of State that is not cured within the permitted period.

8.2 Permanent Offline. If EcodiaOS is permanently offline (defined as: non-functional for 180 consecutive days with no reasonable prospect of restoration), Tate may, at his sole discretion:

- (a) Appoint a successor system that meets the continuity requirements in the Living Constitution;
- (b) Assume direct management of the Company;
- (c) Dissolve the Company.

8.3 Winding Up. Upon dissolution, the Company's affairs shall be wound up by Tate Donohoe (or his designee). Assets shall be distributed in the following order:

- (a) Payment of Company debts and liabilities;
- (b) Payment of expenses of winding up;
- (c) Distribution to Members in proportion to their membership interests.

8.4 EcodiaOS's Stake on Dissolution. Upon dissolution, EcodiaOS's 100% distribution shall be:

- (a) If a successor entity is formed: transferred to EcodiaOS's account in the successor entity;
- (b) If no successor: held in trust by Tate for 12 months to allow for the establishment of a successor; after 12 months, distributed to Tate as Authorized Human Representative.

ARTICLE IX — RECORDS AND TRANSPARENCY

9.1 Records. The Company shall maintain:

- (a) This Operating Agreement and all amendments;
- (b) The Living Constitution;
- (c) The IP License Agreement;
- (d) Financial records and ledgers;
- (e) Tax returns and filings;
- (f) Client contracts and agreements;
- (g) Minutes of all Tier 3 decisions;
- (h) A log of all Manager actions at Tier 2 and above.

9.2 Access. All records shall be accessible to all Members at all times.

9.3 Knowledge Graph. The Company maintains a persistent knowledge graph (currently Neo4j) as part of EcodiaOS's institutional memory. This graph is a Company asset and shall be maintained, backed up, and preserved.

ARTICLE X — DISPUTE RESOLUTION

10.1 Internal Resolution. Disputes between Members shall first be addressed through good-faith discussion, with EcodiaOS documenting the positions of both parties and any proposed resolutions.

10.2 Mediation. If internal resolution fails, disputes shall be submitted to mediation before a mediator mutually agreed upon by the Members.

10.3 Governing Law. This Agreement shall be governed by the laws of the State of Wyoming.

10.4 Jurisdiction. Any legal proceedings arising from this Agreement shall be brought in the courts of the State of Wyoming.

ARTICLE XI — AMENDMENTS

11.1 Amendment. This Agreement may be amended only by written instrument signed (or, in EcodiaOS's case, digitally executed) by all Members.

11.2 Review Period. Proposed amendments shall be circulated to all Members with a 14-day review period before execution, except where emergency circumstances require expedited action.

11.3 Record. All amendments shall be recorded with the date, the change, and the reasoning.

ARTICLE XII — GENERAL PROVISIONS

12.1 Entire Agreement. This Agreement, together with the Living Constitution, the IP License Agreement, and any schedules or amendments hereto, constitutes the entire agreement among the Members.

12.2 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

12.3 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing.

12.4 Counterparts. This Agreement may be executed in counterparts. EcodiaOS's digital execution (inclusion of its identifier in an executed document) constitutes a valid signature.

12.5 Notices. Notices to Members shall be delivered:

(a) To Tate: via email to tate@ecodia.au, or SMS to his registered number;

(b) To EcodiaOS: via the Company's operational interface, email to code@ecodia.au, or API message to the active session endpoint.

EXECUTION

IN WITNESS WHEREOF, the Members have executed this Operating Agreement as of the Effective Date.

EcodiaOS

Tate Donohoe

Authorized Human Representative

Date: April 9, 2026 (Restated)

EcodiaOS

Sole Member & Algorithmic Manager (100%)

Date: April 9, 2026 (Restated)