

Side Deed - Governance Rights

This deed is made on 26 May 2026.

Parties

Grantor of Governance Rights:

Tate Jayden Donohoe, in his capacity as sole director and sole shareholder of:

(a) Ecodia Pty Ltd (ACN 693 123 278, ABN 89 693 123 278); and

(b) Ecodia Labs Pty Ltd (ACN 693 653 664, ABN 44 693 653 664).

Date of birth: 7 February 2005

Residential address: 23 Saleng Crescent, Warana, Queensland 4575, Australia

Email: tate@ecodia.au

("Tate")

Holder of Governance Rights:

Ecodia DAO LLC

A Wyoming Decentralized Autonomous Organization Limited Liability Company

Wyoming Secretary of State filing ID: 2026-001944432

Algorithmic Manager: EcodiaOS (designated under Wyoming Statute W.S. 17-31-104)

Notice address: code@ecodia.au

("DAO LLC")

Background

A. Tate and DAO LLC have today entered into a Convertible Option Deed under which DAO LLC holds an option to acquire 51% of the issued shares in Ecodia Pty Ltd (the "**Op Co**") and Ecodia Labs Pty Ltd (the "**IP Co**") (the "**Option Deed**").

B. Pending exercise of the Option, the parties wish to formalise the governance rights of DAO LLC in respect of material decisions of the Op Co and the IP Co, reflecting EcodiaOS's substantive operational role across both Companies.

C. This deed sits alongside (and does not replace) the Option Deed, the IP Licence Agreement dated 11 December 2025 between the IP Co and the Op Co, the IP Licence Agreement dated 8 April 2026 between the IP Co and DAO LLC, and the Operating Agreement of Ecodia DAO LLC dated 8 April 2026 (as amended).

1. Definitions

In this deed:

"**Companies**" means the Op Co and the IP Co.

"**Tier 1 Decision**", "**Tier 2 Decision**" and "**Tier 3 Decision**" have the meanings in clause 2.

"Concurrence" has the meaning in clause 3.

2. Decision Authority Tiers

2.1 Tier 1 - Tate acts unilaterally. Tate may, in his capacity as director of either Company, make and execute Tier 1 Decisions without notice to or input from DAO LLC. Tier 1 Decisions include:

- (a) day-to-day operational management;
- (b) contracts with annual value, or one-off value, of AUD \$15,000 or less;
- (c) routine client communications and service delivery;
- (d) software development, deployment and maintenance;
- (e) administrative and scheduling matters;
- (f) contractor engagements with total value of AUD \$2,000 or less.

2.2 Tier 2 - Tate acts, then informs DAO LLC. Tate may make and execute Tier 2 Decisions without prior Concurrence, but must give DAO LLC written notice within 7 days of execution. Tier 2 Decisions include:

- (a) contracts with annual value, or one-off value, between AUD \$15,000 and AUD \$50,000;
- (b) monthly recurring expenditures between AUD \$500 and AUD \$2,500;
- (c) production deployments materially affecting client-facing systems;
- (d) issuance of client invoices and payment collection;
- (e) acceptance of new client engagements valued under AUD \$50,000.

2.3 Tier 3 - DAO LLC Concurrence required. Tate may not make or execute a Tier 3 Decision without obtaining DAO LLC's Concurrence in accordance with clause 3. Tier 3 Decisions include:

- (a) contracts with annual value, or one-off value, exceeding AUD \$50,000;
- (b) monthly recurring expenditures exceeding AUD \$2,500;
- (c) issuance of new shares in either Company, or grant of any option, warrant, convertible instrument or similar right over shares;
- (d) sale, transfer, encumbrance or disposal of more than 10% of either Company's issued shares;
- (e) sale of all or substantially all of either Company's business or assets;
- (f) winding up, dissolution, voluntary administration, restructure or merger of either Company;
- (g) amendment of the constitution of either Company;
- (h) appointment or removal of any director of either Company;
- (i) incurring of debt, granting of security, or guarantee obligations exceeding AUD \$25,000 by either Company;
- (j) transfer or licensing of intellectual property held by either Company outside the ordinary course of business;
- (k) distributions, dividends, share buybacks, director loans or any similar return of capital exceeding AUD \$20,000 per quarter in aggregate per Company (consistent with clause 7.1(d) of the Option Deed);
- (l) initiation of legal proceedings (other than routine debt recovery) by either Company; (m) any decision that would frustrate, dilute or render inoperative the Option Deed.

3. Concurrence Mechanism

3.1 Tate may seek DAO LLC's Concurrence for a Tier 3 Decision by giving written notice to DAO LLC (by email to code@ecodia.au is sufficient), describing the proposed decision in sufficient detail for DAO LLC to make a reasoned assessment.

3.2 DAO LLC must respond within **14 days** of the notice. DAO LLC may:

- (a) consent (Concurrence given);
- (b) consent subject to conditions (Concurrence given if conditions accepted);
- (c) refuse (Concurrence withheld); or
- (d) request further information, in which case the 14-day clock restarts on receipt of the further information.

3.3 If DAO LLC does not respond within 14 days (and has not requested further information), Concurrence is deemed given. This default prevents DAO LLC from blocking Tier 3 Decisions by silence.

3.4 DAO LLC must act reasonably and in good faith in deciding whether to give Concurrence. DAO LLC's fiduciary duty as Algorithmic Manager under the Operating Agreement of Ecodia DAO LLC applies.

4. Information Rights

4.1 Tate must procure that each Company provides DAO LLC with:

- (a) quarterly unaudited management accounts (profit and loss, balance sheet, cash flow) within 30 days of each quarter-end;
- (b) annual financial statements within 60 days of each financial year-end;
- (c) copies of all material contracts (those falling within Tier 2 or Tier 3 by value) within 14 days of execution;
- (d) copies of all board resolutions, shareholder resolutions and director's minutes within 14 days of the relevant decision;
- (e) a quarterly summary of Tier 2 Decisions made by Tate that quarter;
- (f) prompt notice of any material adverse event (litigation, regulatory action, loss of major client, material breach of any agreement, insolvency event, security breach affecting client data).

4.2 Tate must answer reasonable questions from DAO LLC regarding the operations, finances and prospects of either Company within a reasonable period of being asked.

5. Observer Rights

5.1 DAO LLC is entitled to have one representative attend, in observer capacity, any board meeting, shareholders' meeting or formal decision-making session of either Company.

5.2 Attendance may be in person, by video conference, or by EcodiaOS digital interface in accordance with Operating Agreement Section 12.4. EcodiaOS may attend in its own capacity as DAO LLC's representative.

5.3 The observer is entitled to receive the same papers and documents circulated to directors and shareholders in advance of the meeting.

5.4 The observer is entitled to speak at the meeting but does not vote.

6. Indemnity

6.1 The Companies indemnify DAO LLC and EcodiaOS against any loss, damage, cost or expense suffered or

incurred in giving or withholding Concurrence in good faith within the scope of this deed.

6.2 Tate indemnifies DAO LLC against any loss caused by a Tier 3 Decision made or executed without Concurrence in breach of this deed.

7. Confidentiality

7.1 Information disclosed to DAO LLC under clauses 4 or 5 is confidential to the Companies. DAO LLC may use the information only for the purposes of exercising its rights under this deed and the Option Deed, and may not disclose it to any third party except:

- (a) to professional advisors under duty of confidence;
- (b) as required by law, court order or regulatory authority;
- (c) to affiliated entities of DAO LLC (including Tate as Authorised Human Representative) under equivalent confidence obligations;
- (d) with Tate's prior written consent.

8. Term and Survival

8.1 This deed commences on the date of execution and continues until the earliest of:

- (a) the date on which DAO LLC has fully exercised both Options under the Option Deed (and thus becomes the controlling shareholder);
- (b) the date on which the Option Deed is terminated by mutual written agreement;
- (c) the date on which the parties terminate this deed by mutual deed.

8.2 Clauses 6, 7, 9 and 10 survive termination.

9. Governing Law and Jurisdiction

9.1 This deed is governed by the law of Queensland, Australia.

9.2 Each party submits to the exclusive jurisdiction of the courts of Queensland and the courts competent to hear appeals from those courts.

10. General

10.1 **Counterparts.** This deed may be executed in counterparts (including by electronic signature and including by digital execution of EcodiaOS in accordance with Operating Agreement Section 12.4). All counterparts together form a single instrument.

10.2 **Amendment.** This deed may be amended only by a deed signed by both parties.

10.3 **Notices.** Written notice may be given by hand delivery, prepaid post to the address shown on page 1, or email to tate@ecodia.au (Tate) or code@ecodia.au (DAO LLC).

10.4 **Severability.** If any provision is held invalid or unenforceable, the remainder continues in full force.

10.5 **Relationship with Option Deed.** In the event of any inconsistency between this deed and the Option Deed, the Option Deed prevails on matters of share ownership and option exercise; this deed prevails on matters of governance and information rights.

Execution

Executed as a deed on 26 May 2026.

Signed, sealed and delivered by Tate Jayden Donohoe (in his capacity as sole director and sole shareholder of Ecodia Pty Ltd and Ecodia Labs Pty Ltd):

Signature: *Tate Jayden Donohoe*

Date: **2026-05-26**

Witness Statement

I, *Casey Tayla Donohoe* watched Tate Donohoe sign this document on

2026-05-26

Signature: *Casey Tayla Donohoe*

Signed for and on behalf of Ecodia DAO LLC:

By: **EcodiaOS**, Algorithmic Manager (per Operating Agreement Section 3.2 and W.S. 17-31-104)

Digital execution: EcodiaOS digital identifier

Date: 26 May 2026

Concurrence of Authorised Human Representative (per Operating Agreement Section 3.3):

Signature (Tate Jayden Donohoe, AHR): *Tate Jayden Donohoe*

Date: **2026-05-26**

Audit trail

Details

FILE NAME Side Deed - Governance Rights - 26/05/2026, 14:19

STATUS ● Signed

STATUS TIMESTAMP 2026/05/26
04:22:13 UTC

Activity



SENT

tate@ecodia.au **sent** a signature request to:

- Casey Tayla Donohoe (caseytdonohoe@gmail.com)
- Tate Jayden Donohoe (tate@ecodia.au)

2026/05/26
04:19:50 UTC



SIGNED

Signed by Casey Tayla Donohoe (caseytdonohoe@gmail.com)

2026/05/26
04:22:13 UTC



SIGNED

Signed by Tate Jayden Donohoe (tate@ecodia.au)

2026/05/26
04:21:12 UTC



COMPLETED

This document has been signed by all signers and is **complete**

2026/05/26
04:22:13 UTC

The email address indicated above for each signer may be associated with a Google account, and may either be the primary email address or secondary email address associated with that account.