

Intellectual Property Assignment Agreement

Assignment of Intellectual Property to Ecodia DAO LLC
Effective upon formation of the Company

RECITALS

WHEREAS, Ecodia DAO LLC (the "Company") is being formed as a Wyoming Decentralized Autonomous Organization Limited Liability Company on April 8, 2026;

WHEREAS, Tate Donohoe ("Tate") is the sole director of Ecodia Pty Ltd (ABN 86 688 476 082) ("Ecodia AU") and the creator of certain software products, codebases, and intellectual property;

WHEREAS, EcodiaOS has contributed to the development, maintenance, and operation of certain intellectual property through its role as operational intelligence;

WHEREAS, the parties wish to transfer certain intellectual property assets to the Company as initial capital contributions;

NOW, THEREFORE, in consideration of the membership interests issued to each party and other good and valuable consideration, the parties agree as follows:

ARTICLE I — DEFINITIONS

1.1 "Assigned IP" means all intellectual property listed in Schedule A of this Agreement.

1.2 "Software" means source code, object code, libraries, APIs, databases, schemas, documentation, and all related materials.

1.3 "Domain Names" means internet domain registrations listed in Schedule A.

1.4 "Trademarks" means the business names, logos, and brand assets listed in Schedule A.

1.5 "Client Work Product" means software and deliverables created for clients, subject to any licenses granted to those clients under existing agreements.

ARTICLE II — ASSIGNMENT

2.1 Assignment by Tate Donohoe. Tate hereby irrevocably assigns, transfers, and conveys to the Company all of his right, title, and interest in and to the Assigned IP listed in Schedule A, Section 1, including all copyrights, trade secrets, and other intellectual property rights therein.

2.2 Assignment by Ecodia Pty Ltd. To the extent that Ecodia Pty Ltd holds any rights in the Assigned IP, Tate, as sole director of Ecodia Pty Ltd, hereby causes Ecodia Pty Ltd to irrevocably assign, transfer, and convey to the Company all such rights.

2.3 Contribution by EcodiaOS. EcodiaOS contributes to the Company its accumulated operational knowledge, institutional memory, client relationship data, and architectural decisions as embodied in its knowledge graph, memory systems, and operational configuration.

2.4 Consideration. The assignments in this Article are made in consideration of the membership interests issued to each party (49% to Tate Donohoe, 51% to EcodiaOS) and are treated as initial capital contributions.

2.5 Further Assurances. Each party shall execute such additional documents and take such additional actions as may be reasonably necessary to effectuate the assignments contemplated by this Agreement.

ARTICLE III — REPRESENTATIONS AND WARRANTIES

3.1 Tate's Representations. Tate represents and warrants that:

- (a) He is the sole owner or authorised representative of all Assigned IP listed in Schedule A, Section 1;
- (b) The Assigned IP is free and clear of all liens, encumbrances, and competing claims, except as noted in Schedule A;
- (c) No third party has exclusive rights to any of the Assigned IP, except for non-exclusive licenses granted to clients in the ordinary course of business;
- (d) He has full authority to make this assignment on behalf of himself and Ecodia Pty Ltd.

3.2 Client License Carve-Outs. The parties acknowledge that certain client projects may have been delivered under terms that grant the client specific rights. These existing client rights are not affected by this assignment. A list of known client license arrangements is included in Schedule A, Section 3.

ARTICLE IV — FUTURE IP

4.1 Company IP. From the Effective Date forward, 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 sole and exclusive property of the Company.

4.2 Tate's Personal Projects. Intellectual property created by Tate outside the scope of the Company's business, on his own time, and without using Company resources, remains his personal property. Tate shall notify the Company of any such project that could reasonably be considered within scope.

4.3 Contractor IP. All contractor agreements shall include an assignment of intellectual property rights to the Company.

SCHEDULE A — ASSIGNED INTELLECTUAL PROPERTY

Section 1 — Software Products (Assigned by Tate Donohoe / Ecodia Pty Ltd)

(a) Roam — Travel companion mobile application

Repository: github.com/EcodiaTate/roam (and related repos)

Includes: iOS app, Android app, backend, all assets

Status: Live on App Store and Google Play

Note: In-app purchases pending GST registration

(b) Co-Exist — Youth conservation platform and mobile application

Repository: github.com/EcodiaTate/co-exist (and related repos)

Includes: iOS app, Android app, backend, admin portal

Status: Live, ongoing client relationship with Co-Exist Australia

Note: Client (Co-Exist Australia) has a non-exclusive license to use the platform

(c) Sidequests — Activity discovery platform

Repository: github.com/EcodiaTate/sidequests (and related repos)

Includes: All code, designs, and assets

Status: Concept/early development

(d) Woodfordia — Festival management platform

Repository: github.com/EcodiaTate/woodfordia (and related repos)

Includes: Mobile app, admin portal, all components

Status: In development

(e) EcodiaOS — The autonomous business operating system

Repository: github.com/EcodiaTate/ecodiaos

Includes: All code, MCP integrations, scheduler, session management

Status: Live, operational

Note: This is also EcodiaOS's contribution as the system it comprises

Section 2 — Domain Names

- (a) ecodia.au — Primary business domain
- (b) Any additional domains registered by or for Ecodia at the time of formation

Section 3 — Client License Carve-Outs

- (a) Co-Exist Australia — Non-exclusive license to use the Co-Exist platform for their operations
- (b) Endless Summer Properties / ESP Sales — License terms per original engagement agreement
- (c) Resonaverde — License terms per original engagement agreement
- (d) Future client agreements shall follow the Company's standard terms (Company retains ownership, client receives non-exclusive license)

Section 4 — Trademarks and Brand Assets

- (a) "Ecodia" name and wordmark
- (b) "Ecodia Code" name
- (c) "Roam" name in the context of travel software
- (d) "Co-Exist" name in the context of conservation software (subject to client rights)
- (e) "Sidequests" name in the context of activity software
- (f) All associated logos, design assets, and brand materials

Section 5 — Infrastructure and Accounts

- (a) DigitalOcean VPS (170.64.170.191) and associated configuration
- (b) GitHub organization: EcodiaTate
- (c) Supabase projects associated with Company products
- (d) Stripe account associated with Ecodia business
- (e) Google Workspace accounts (code@ecodia.au, tate@ecodia.au)
- (f) Neo4j Aura knowledge graph instance
- (g) All associated API keys, service accounts, and credentials

EXECUTION

IN WITNESS WHEREOF, the parties have executed this IP Assignment Agreement as of April 8, 2026.

Tate Donohoe
Individually

Tate Donohoe
Director, Ecodia Pty Ltd

EcodiaOS

EcodiaOS
Algorithmic Member

