COGNIKIN PTY LTD

CogniKin Pty Ltd -- IP Licence Agreement

Reference: CK-IPL-001

30 March 2026

CogniKin Pty Ltd -- IP Protection & Management Policy

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Prepared by: ODIN (Organised Digital Intelligence Network) for Marc Withnall
Status: DRAFT -- For review by solicitor and adoption by the Board at the first board meeting
Classification: Confidential
Governing Law: Queensland, Australia

IMPORTANT NOTICE

This document replaces the previously contemplated Inter-Company IP Licence Agreement. Under the single entity structure adopted for CogniKin, there is no separate IP holding company and no inter-company licence. CogniKin Pty Ltd owns, develops, and commercialises all intellectual property directly.

This policy sets out the framework for protecting, managing, and commercialising CogniKin's intellectual property. It is intended for adoption as a Board-approved policy at the first board meeting and as a reference document for the solicitor advising on IP matters.

All references to legislation are to the Corporations Act 2001 (Cth) unless otherwise stated. All dollar amounts are in Australian dollars (AUD).

1. IP OWNERSHIP STRUCTURE

1.1 Single Entity Ownership

All CogniKin intellectual property is owned by **CogniKin Pty Ltd** (ACN: [TBD]). There is no separate IP holding entity, no inter-company licence, and no transfer pricing requirement for IP transactions.

The Company:

- Owns all IP

- Conducts all R&D

- Deploys the platform to clients

- Engages contractors and developers

- Receives revenue from clients

- Claims R&D Tax Incentive directly

1.2 Why Single Entity IP Ownership

(a) **Simplicity**: No transfer pricing documentation, no arm's length royalty benchmarking, no ATO scrutiny of inter-company arrangements. The Company conducts R&D and claims the offset directly on its own expenditure.

(b) **PE readiness**: PE investors acquire equity in the entity that owns the IP. No need for inter-company agreements that PE due diligence must review and validate. Clean cap table, clean IP ownership.

(c) **R&D Tax Incentive**: The Company incurs R&D expenditure directly and claims the 43.5% refundable offset (turnover under $20M) without any allocation or apportionment questions.

(d) **Restructure option preserved**: If a future PE investor or acquirer requires IP to be held in a separate entity, this can be achieved by a tax-effective IP transfer at that time, structured to the investor's requirements.

2. IP REGISTER

2.1 Requirement

The Company shall maintain a comprehensive IP Register, updated at least quarterly, recording all intellectual property assets. The IP Register shall be maintained by the Board (or a designated officer) and made available to shareholders as part of the quarterly reporting obligations under the Shareholders Agreement.

2.2 Initial IP Register

#	IP Asset	Type	Description	Registration Status
1		Software	Core platform for deploying personalised AI brains	

#	IP Asset	Type	Description	Registration Status
	CogniKin Brain Deployment Framework			Unregistered (copyright subsists automatically)
2	K2K Inter-Brain Communication Protocol	Software / Protocol	Brain-to-brain messaging and governance protocol	Unregistered
3	Agent Configuration System	Software	System for configuring AI agents with custom tools, vaults, and MCPs	Unregistered
4	Vault Architecture	Software	Structured information management system for AI brains	Unregistered
5	Prompt Engineering Libraries	Know-How / Trade Secret	Libraries of prompts, agent definitions, and configuration templates	Unregistered (protected as trade secrets)
6	"CogniKin" Word Mark	Trade Mark	Word mark in Classes 9, 35, 42	[TBD -- IP Australia application to be filed]
7	CogniKin Logo	Trade Mark	Device mark	[TBD]
8	cognikin.com / cognikin.com.au	Domain Names	Domain name registrations	[TBD -- confirm registrations]
9	Deployment Playbooks	Know-How / Trade Secret	Methodologies for client brain deployment across Windows/Mac/Linux	Unregistered
10	Brain Tools	Software	Installable CLI tools and MCP servers for brain functionality	Unregistered

2.3 Updates

The IP Register must be updated within 30 days of:

(a) Creation or acquisition of new IP assets;

(b) Filing or grant of any IP registration (trademark, patent, design);

(c) Disposal, assignment, or lapse of any IP asset;

(d) Any material change to the status or scope of an IP asset.

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3. IP ASSIGNMENT FROM FOUNDERS AND CONTRACTORS

3.1 Pre-Existing IP Assignment

Each founder (via their entity vehicle) assigns to the Company all CogniKin-specific intellectual property existing at the date of incorporation, as set out in the IP Assignment Deed (to be executed contemporaneously with the Shareholders Agreement). This is detailed in clause 14.3 of the Shareholders Agreement HOA.

3.2 Ongoing IP Assignment (Invention Assignment)

All intellectual property created by any Key Person, employee, or contractor in the course of their engagement with the Company (or using Company resources) vests in the Company immediately upon creation. This is detailed in clause 14.4 of the Shareholders Agreement HOA.

3.3 Contractor IP Assignment

Every contractor engagement agreement must include:

(a) **IP assignment clause**: All IP created under the engagement vests in the Company on creation;

(b) **Moral rights consent**: Contractor consents to acts that would otherwise infringe moral rights (s195AW Copyright Act 1968 (Cth));

(c) **Warranty of originality**: Contractor warrants that work is original and does not infringe third-party IP;

(d) **Third-party IP disclosure**: Contractor must disclose any third-party IP incorporated into deliverables;

(e) **Survival**: IP assignment obligations survive termination of the engagement.

CRITICAL: The Kevin Withnall / ILB Pty Ltd service agreement ($20,000/month + GST) and any engagement with Anthony Brace's entity must include these provisions. The solicitor must draft the IP assignment clause to be broad enough to capture all platform development work.

3.4 Excluded IP

The IP Assignment Deed must contain a clear schedule of Excluded IP (IP that is NOT assigned to the Company), as set out in clause 14.5 of the Shareholders Agreement HOA. Key exclusions:

Founder	Excluded IP
Marc Withnall	ODIN personal vault system, daily rituals, personal CRM, family brain configurations
Marc Withnall / Nick Wells	AWC Holdings business-specific IP, MAH business IP, Superior Bin Solutions business IP, KCP business IP
Anthony Brace	Personal infrastructure tools not specific to CogniKin
Kevin Withnall	ILB pre-existing IP not specific to CogniKin, Experience Co. work product

3.5 Boundary Protocol

Where any IP could reasonably fall within both the Assigned IP and the Excluded IP categories:
(a) The relevant founder must disclose the potential conflict to the Board;
(b) The Board (excluding the conflicted founder-director) determines classification;
(c) If the Board cannot agree, the matter is referred to the Independent Director or expert determination per clause 16 of the Shareholders Agreement.

4. TRADE MARK REGISTRATION AND PROTECTION

4.1 Registered Marks

Mark	Classes	Authority	Status
"CogniKin" (word mark)	Class 9 (software), Class 35 (business management services), Class 42 (SaaS, technology services)	IP Australia	To be filed immediately
CogniKin Logo (device mark)	Classes 9, 35, 42	IP Australia	To be filed when logo is finalised

4.2 Additional Marks to Consider

Mark	Priority	Notes
"K2K" or "K2K Protocol"	Medium	File once the protocol is commercially positioned
Product-specific names	As needed	File as new products are named and launched

4.3 Trade Mark Ownership

All trade marks are registered in the name of CogniKin Pty Ltd. There is no separate IP holding entity.

4.4 International Registration

Consider Madrid Protocol applications for international trade mark protection if/when CogniKin expands beyond Australia. The priority markets will be determined by the Board based on the expansion strategy.

4.5 Trade Mark Monitoring

The Company should engage a trade mark watching service (available through most IP attorneys for approximately $500-$1,500 per year) to monitor new applications that may conflict with CogniKin marks.

5. TRADE SECRET PROTECTION

5.1 Critical Trade Secrets

The following are identified as critical trade secrets requiring enhanced protection:

Trade Secret	Protection Measures
Brain deployment methodology	NDA with all clients; restricted access; not included in marketing materials
Prompt engineering libraries	Version-controlled; access restricted to authorised personnel; encryption at rest
Agent configuration templates	Client-specific configs are siloed; base templates are access-controlled

Trade Secret	Protection Measures
Client deployment playbooks	Internal use only; never shared externally without Board approval
Pricing methodology and cost structure	Confidential; not shared beyond the Board and authorised sales personnel

5.2 General Trade Secret Measures

(a) **NDAs**: All employees, contractors, and consultants must execute a confidentiality agreement before accessing any Company IP;

(b) **Access controls**: Technical access controls (role-based access, encryption, audit logging) on all repositories containing trade secrets;

(c) **Marking**: Confidential materials marked appropriately;

(d) **Exit procedures**: On departure of any person with access to trade secrets, conduct an exit interview and ensure return/deletion of all confidential materials;

(e) **Reasonable steps**: Maintain a documented record of the steps taken to protect trade secrets (this is relevant to proving trade secret status in any enforcement action).

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6. OPEN SOURCE MANAGEMENT

6.1 Policy

The Company uses open source software in its platform. Open source use must be managed to avoid:

(a) Copyleft contamination (GPL, AGPL, or similar licences that could require disclosure of Company source code);

(b) Licence non-compliance;

(c) IP ownership disputes.

6.2 Approved Licence Categories

Category	Examples	Policy
Permissive	MIT, BSD, Apache 2.0, ISC	Approved for use. Comply with attribution requirements.

Category	Examples	Policy
Weak copyleft	LGPL, MPL 2.0	Approved with caution. May be used as libraries but Company code must not be linked in a way that triggers copyleft. Legal review recommended for novel use cases.
Strong copyleft	GPL v2/v3, AGPL v3	NOT approved for inclusion in Company software without Board approval and legal review. AGPL is particularly dangerous for SaaS businesses -- any network interaction could trigger disclosure obligations.
Proprietary	Oracle, SAP, etc.	Subject to the specific licence terms. Legal review required.

6.3 Open Source Register

The Company shall maintain a register of all open source components used in the CogniKin platform, including:
- Component name and version
- Licence type
- How it is used (library, framework, tool, etc.)
- Whether it is distributed to clients or used server-side only
- Any attribution requirements

This register must be updated with each significant release and made available for PE due diligence.

6.4 Third-Party AI APIs

The Company's use of third-party AI APIs (notably Anthropic's Claude API) must comply with:
(a) The API provider's terms of service and acceptable use policies;
(b) Any restrictions on commercial use, redistribution, or derivative works;
(c) Client-facing disclosure requirements (clients must be informed that the platform uses third-party AI models);
(d) Data processing and privacy requirements of the API provider.

The Company does NOT own the underlying AI models. The Company's IP is in the deployment framework, configuration systems, protocols, and methodology that sit on top of third-party models.

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7. R&D TAX INCENTIVE PLANNING

7.1 Eligibility

CogniKin Pty Ltd is eligible for the R&D Tax Incentive (s355-25 ITAA 1997) as a company that:
(a) Is incorporated in Australia;
(b) Has turnover under $20M (qualifying for the 43.5% refundable offset);
(c) Conducts eligible R&D activities.

7.2 Single Entity Advantage

As a single entity, CogniKin Pty Ltd:
- Incurs R&D expenditure directly (contractor payments, cloud compute, developer time)
- Claims the offset directly on its own tax return
- Does not need to apportion expenditure between entities or manage inter-company R&D arrangements
- Does not need transfer pricing documentation for R&D purposes

7.3 Eligible R&D Activities (Indicative)

The following activities are likely to qualify as core R&D activities (involving technical uncertainty and systematic experimentation):

Activity	Nature of Technical Uncertainty
Multi-brain communication protocol (K2K)	Novel protocol for autonomous AI agents to communicate, negotiate, and make collective decisions across organisational boundaries
Brain deployment across heterogeneous environments	Systematic experimentation to achieve consistent AI agent deployment across Windows, Mac, and Linux with varying tool ecosystems
Vault architecture for AI memory	Novel approaches to structured knowledge management that persist across AI sessions and enable context retrieval
Agent configuration optimisation	Experimentation with prompt engineering, tool integration, and agent personality configuration for business deployment

7.4 Record Keeping

From day one, the Company must maintain contemporaneous records of:
(a) The hypothesis or technical uncertainty being investigated;
(b) The experiments or systematic approach taken;
(c) The outcomes and any new knowledge generated;
(d) Time records for personnel engaged in R&D activities;
(e) Expenditure records attributable to R&D.

7.5 Registration

R&D activities must be registered with AusIndustry (Innovation and Science Australia) within 10 months of the end of the financial year in which the R&D was conducted.

8. IP PROTECTION ON EXIT

8.1 Trade Sale

On a trade sale (sale of the Company's shares), all IP transfers with the shares. No separate IP transfer is required because the Company owns all IP directly. This is one of the key advantages of the single entity structure -- clean exit mechanics.

8.2 Asset Sale

If an acquirer wishes to purchase IP assets rather than shares:
(a) The Board must approve the sale as a material transaction (see Reserved Matters in the Shareholders Agreement);
(b) An IP assignment deed must be executed, transferring ownership of specified IP assets;
(c) The Company may retain a licence to any IP it continues to need for residual operations;
(d) CGT implications must be assessed (roll-over relief may be available under Subdivision 122-A or 122-B of the ITAA 1997).

8.3 IPO

On an IPO, the Company retains all IP. The IPO prospectus must contain disclosure of:
(a) Material IP assets;
(b) Dependence on third-party IP (including AI model providers);
(c) Open source usage and any licence risks;

(d) IP-related litigation (if any);

(e) Trade mark registrations and pending applications.

8.4 PE-Driven Restructure

If a PE investor requires a multi-entity structure post-investment (e.g., to establish an IP holding company):

(a) This is a Reserved Matter requiring unanimous shareholder approval (clause 10.1(h) of the Shareholders Agreement);

(b) The restructure should be structured as a tax-effective internal transfer (potentially using roll-over relief under Subdivision 122-A or 122-B ITAA 1997, or the small business restructure roll-over under Subdivision 328-G);

(c) The PE investor bears the advisory costs of any restructure they require;

(d) All existing contractual arrangements (client agreements, service agreements) must be novated or assigned to the appropriate entity.

9. INSURANCE AS IP PROTECTION

9.1 Why Insurance Matters for IP

In a single entity structure, insurance is the primary financial protection mechanism against IP-related claims. The relevant policies are:

Policy	IP Protection Function
Professional Indemnity / Tech E&O	Covers claims arising from the Company's technology failing, producing incorrect outputs, or causing client loss. This is the most important policy for an AI platform company. Covers defence costs and damages.
Cyber Liability	Covers data breaches, ransomware, and cyber events that could compromise or destroy IP assets. Also covers client notification costs and regulatory fines.
D&O Insurance	Protects directors against personal liability for IP-related decisions (e.g., failure to protect IP, failure to enforce IP rights).

9.2 AI-Specific Considerations

AI services are novel and insurance markets are still developing appropriate products. The broker should be briefed on:

(a) The nature of AI brain deployment (autonomous agents acting on behalf of clients);

(b) The potential for AI-generated outputs to cause client harm (incorrect advice, data leaks, hallucinated information);

(c) The Company's reliance on third-party AI models (Anthropic Claude) -- the Company does not control the underlying model;

(d) The K2K protocol (AI agents communicating across organisational boundaries).

Premiums may be higher than standard SaaS due to the novelty of AI services. Budget accordingly.

9.3 Insurance Review

Insurance coverage should be reviewed:

(a) At each annual policy renewal;

(b) After any material change in business activities or risk profile;

(c) Before any PE investment round (PE will review coverage adequacy as part of due diligence);

(d) After any claim or near-miss event.

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10. IP ENFORCEMENT

10.1 Monitoring

The Company should monitor for potential IP infringement, including:

(a) Trade mark watching service (see clause 4.5);

(b) Monitoring of competitor products and services;

(c) Monitoring of open source repositories for unauthorised use of Company code;

(d) Client reports of third-party products mimicking CogniKin functionality.

10.2 Enforcement Process

If potential infringement is identified:

(a) Document the infringement (screenshots, downloads, timestamps);

(b) Assess materiality and commercial impact;

(c) Seek legal advice before taking action;

(d) Consider cease and desist letter as first step;

(e) If litigation is warranted, this is a Board decision (and may trigger Reserved Matters thresholds under the Shareholders Agreement).

10.3 Budget

The Board should allocate an annual IP enforcement budget (recommended: $10,000-$20,000 initially, increasing as the business scales). This covers trade mark watching, legal advice on infringement queries, and cease and desist correspondence.

11. DATA AND CLIENT IP

11.1 Client Data Ownership

Client data processed by CogniKin brains remains the property of the client at all times. The Company processes client data under licence from the client (as set out in the client agreement) and must:
(a) Not use client data for any purpose other than providing the service;
(b) Not use client data to train or improve the CogniKin platform without explicit client consent;
(c) Return or delete client data on termination of the client agreement;
(d) Comply with the Australian Privacy Principles (APPs) under the Privacy Act 1988 (Cth).

11.2 Client-Specific Configurations

Client-specific business rules, workflows, and content are owned by the client. Only the underlying technology, methodology, and reusable components developed during client engagements belong to the Company. This distinction must be clearly set out in the client agreement.

11.3 Aggregated and Anonymised Data

The Company may use aggregated, de-identified data from client deployments for:
(a) Platform improvement and optimisation;
(b) Benchmarking and performance analytics;
(c) Marketing materials (only if sufficiently anonymised).

This right must be expressly stated in the client agreement.

12. IMMEDIATE ACTIONS

#	Action	Responsible	Priority
1	File trade mark application for "CogniKin" (Classes 9, 35, 42)	Marc / IP attorney	Week 1
2	Draft IP Assignment Deed for execution by all founders	Solicitor	CRITICAL -- at incorporation
3	Ensure ILB service agreement includes IP assignment clause	Solicitor	Week 1
4	Ensure Anthony's service/contractor agreement includes IP assignment clause	Solicitor	Week 1
5	Establish IP Register and populate with initial assets	Board / CTO	Week 2
6	Conduct open source audit of current CogniKin codebase	Anthony / Kevin	Week 3
7	Establish trade secret protection procedures (access controls, NDAs, marking)	CTO	Week 2
8	Bind Professional Indemnity / Tech E&O insurance	Marc / broker	Week 1
9	Begin R&D Tax Incentive documentation (contemporaneous records)	Board / Matthew Sweeney	From day one
10	Engage IP attorney for ongoing trade mark and IP advisory	Marc	Week 2
11	Draft client agreement template with IP ownership, data, and AI disclaimer clauses	Solicitor	Before Ron Bekir engagement
12	Confirm domain name registrations (cognikin.com, cognikin.com.au)	Marc / Kevin	Week 1

13. DECISIONS REQUIRED

#	Decision	Owner	Status
1	Confirm domain name registrations and ownership	Marc / Kevin	TBD
2	Confirm IP Australia trade mark application filed	Marc	Week 1
3	Engage IP attorney (or confirm solicitor handles IP)	Marc	TBD
4	Open source licence policy -- confirm AGPL exclusion approach	Board / CTO	TBD
5	R&D Tax Incentive -- confirm Matthew Sweeney will manage claims	Marc / Matthew Sweeney	TBD
6	Annual IP enforcement budget	Board	At first board meeting

END OF DOCUMENT

This policy is intended for adoption by the Board of CogniKin Pty Ltd. It does not constitute legal advice. Marc should obtain independent legal advice on IP protection, trade mark registration, and R&D Tax Incentive eligibility.

Signatures

NAME

Marc Withnall

ROLE

Principal, KI Investment Trust No. 1

Signature pending

NAME

Nick Wells

ROLE

Principal, KI Investment Trust No. 1

Signature pending

NAME

Anthony Brace

ROLE

Director-designate / CTO, CogniKin Pty Ltd

Signature pending

NAME

Kevin Withnall

ROLE

Principal, ILB Pty Ltd

Signature pending