

FOUNDER INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

JOZIE AI INC.

(A Washington Corporation)

This Founder Intellectual Property Assignment Agreement (the “Agreement”) is entered into effective as of June 3, 2025 (the “Effective Date”), by and between:

Thien Pham, an individual residing at 9227 24th Ct SE, Lacey, WA 98513 (“Founder”)

and

Jozie AI Inc., a Washington corporation (the “Company”).

1. Assignment of Intellectual Property

Founder hereby irrevocably assigns, transfers, and conveys to the Company all right, title, and interest worldwide in and to any and all intellectual property, whether now existing or hereafter arising, that was conceived, created, developed, reduced to practice, or otherwise made by Founder prior to or as of the Effective Date and that relates in any way to the business of the Company (collectively, the “Assigned IP”).

Assigned IP includes, without limitation:

- Software source code and object code
- AI models, training data, embeddings, weights, algorithms
- Databases and datasets
- APIs and system architecture
- Trade secrets and know-how
- Documentation and specifications
- Domain names and websites
- Product designs and prototypes
- Branding, trademarks, logos, and trade names
- Business plans, pitch decks, and technical materials

2. Work Product After Formation

Founder agrees that any intellectual property developed after the Effective Date that relates to the Company's business and is created by Founder in their capacity as an officer, director, or contractor of the Company shall automatically be deemed a "work made for hire" to the fullest extent permitted by law and shall be owned exclusively by the Company.

To the extent any such work does not qualify as a work made for hire, Founder hereby assigns all rights therein to the Company.

3. Further Assurances

Founder agrees to:

- Execute additional documents reasonably requested by the Company
- Assist in securing patents, trademarks, copyrights, or other protections
- Cooperate in enforcement of the Company's rights

This obligation survives termination of Founder's relationship with the Company.

4. Waiver of Moral Rights

Founder waives any and all moral rights or similar rights in the Assigned IP to the maximum extent permitted by law.

5. No Conflicting Obligations

Founder represents and warrants that:

- The Assigned IP does not infringe the rights of any third party.
- Founder is not subject to any agreement that would prevent assignment of the Assigned IP.
- No third party owns or has rights in the Assigned IP.

6. Consideration

This Agreement is made in consideration of:

- Founder's receipt of 60,000,000 shares of Common Stock of the Company
- Continued participation as an officer and director of the Company
- Other good and valuable consideration, the receipt and sufficiency of which is acknowledged

7. Governing Law

This Agreement shall be governed by the laws of the State of Washington.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements or understandings.

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

FOUNDER:

Thien Pham
Date: June 3, 2025

JOZIE AI INC.

By: 

Thien Pham
Chief Executive Officer
Date: June 3, 2025