

PARTNER AGREEMENT

This **PARTNER AGREEMENT** (hereinafter referred as “**Agreement**”), effective on **March 13th, 2024** (hereinafter referred to as “**Effective Date**”), is established and agreed upon by

[Hangzhou Yunshenchu Technology Co.,Ltd.] (Reg. No.: 91330106MA2AYE3K6X), a corporation duly established by and existing under the laws of **[People's Republic of China]**, with principle office located at **[Building 3, Zijin Dream Plaza, No. 36 Xinran Street, Sandun Town, Xihu District, Hangzhou City Zhejiang Province, China]** (hereinafter referred as “**YUNSHENCHU**”),

AND

[Automatika Robotics] - (Reg. No.: 948 447 032 00012), a corporation duly established by and existing under the laws of **[France]**, with principle office located at **[112 Rue D'Alembert, 38000 Grenoble]** (hereinafter referred as “**Partner**”).

Whereas:

YUNSHENCHU provides quadruped robots, inspection and detection solutions and services (hereinafter referred collectively as “**YUNSHENCHU Products**”).

Partner is active in the business of providing comprehensive robotic software solutions to End User. End User herein mentioned refers to the final purchaser which acquires solutions for its own intended use and not for resale, re-marketing or distribution.

YUNSHENCHU and **Partner** desire to become strategic partners, collaborating together in a range of activities to promote their services and/or products for projects in the field of commerce and technology, and to market these solutions to End Users.

THEREFORE, the parties hereby agree to specify the details of the strategic cooperative as follows:

1. Scope

By participating in the strategic cooperative, the Parties agree to cooperate with each other with regard to **YUNSHENCHU Products**, and to promote their services and/or products for projects in the field of commerce and technology within the **[European Union]** (hereinafter referred as “**Territory**”). The scope of the cooperation include the purchases and sales of products, technical exchange or support, project cooperation, development and coordination, etc.;

This Agreement aims to establish a cooperative relationship between the Parties and the guidelines for mutual compliance. The Parties can sign a supplementary agreement to stipulate different business conditions for a specific project, especially if the project involves products procurement, technical supports, installation, commissioning and training. In case of any conflict between this Agreement and the supplementary agreement, the latter shall prevail.

2. Sales Contract

All purchase orders submitted to YUNSHENCHU shall be by email, with all necessary information. Partner agrees that purchase orders sent by Partner's official mail suffix [@automatikarobotics.com] shall be considered valid and binding to Partner.

Unless Partner has been advised prior by YUNSHENCHU with an official written statement, YUNSHENCHU's only official mail suffix shall be @deeprobotics.cn and YUNSHENCHU's bank account will be specified in the Sales Contract and remains unchanged.

3. Price, Payment and Tax

Partner shall purchase YUNSHENCHU Products per YUNSHENCHU's latest price list released to Partner via email or fax. All prices are valid from effective date and YUNSHENCHU does not retroactively issue credit for any type of price adjustment on previous purchases.

Partner's general payment term is [50% will be paid as deposit before production, and the balance be paid before delivery] .

All payment to be made by Partner to YUNSHENCHU shall be paid without any set-off, counterclaim or deduction. In case the withholding tax is required by the applicable laws, Partner shall bear such withholding tax.

4. Shipping and Export Clearance

Unless otherwise specifically agreed in Sales Contract by the parties, all YUNSHENCHU Products are shipped on FOB basis, freight collect. Partner is liable for shipping charges and any applicable taxes, duties, insurance, and any shipping and handling charges. The trade term in this Agreement shall be subject to the ICC Incoterms 2010.

Partner shall use the export clearance documents provided by YUNSHENCHU to complete the export clearance with the China customs and comply with all applicable laws and regulations of export clearance.

5. Inspection and Acceptance

For hardware products, Partner shall, promptly following receipt of YUNSHENCHU Products, examine such product and satisfy itself that such products meet the requirements in the Sales Contract agreed by the parties. To be valid, any claim in respect to packing damage, short-shipment or for incorrect product (other than with respect to latent defects) must be made in writing by Partner to YUNSHENCHU within 14 (fourteen) days from the date of discharge at the port of destination ("Inspection Period").

If Partner has not notified YUNSHENCHU that it has rejected any YUNSHENCHU Product as defective by the end of the Inspection Period, then it shall be deemed as Partner's acceptance of the relevant YUNSHENCHU Products.

6. Warranty

Warranty Period is one year, and it starts from the day after Partner receiving goods. Warranty Period applies to device only, excluding any wearing parts.

7. Confidentiality

All information included in the Agreement and any other information that is identified as proprietary or

confidential, or in any other manner suggesting or describing its proprietary nature shall be considered Confidential. Partner shall not share with or disclose to any third party any confidential Information without YUNSHENCHU's prior written consent. The duty of confidentiality shall survive termination of this Agreement for a period of 3 years.

8. Intellectual Property

All intellectual property rights relating to YUNSHENCHU or its affiliates, including all names, trademarks, copyrights, patents, trade secrets, know-how, technology and related documentation shall remain the property of YUNSHENCHU or its affiliates. YUNSHENCHU hereby authorizes Partner to use the Trade Marks solely in association with exercising its rights and performing its obligations under this Agreement during the term within the Territory.

Partner shall ensure that each reference to and use of any of the trade marks by the Partner is approved by YUNSHENCHU and accompanied by an acknowledgement, in a form approved by YUNSHENCHU, that is the same with a trade mark (or registered trade mark) of YUNSHENCHU or its affiliates.

The intellectual property rights owned by YUNSHENCHU or its affiliates in the products and solutions supplied to Partner should be respected by Partner and protected with reasonable care. Any intentional and unintentional infringement by Partner shall be subject to punishment as according to the local law.

9. Export Compliance

Partner shall comply all applicable laws and regulations governing export, re-export, import, trade embargoes, trade sanctions and economic sanctions, including but not limited to U.S. Export Administration Regulations.

10. Term and Termination

The agreement will commence on the date as the effective date of the agreement until 31st of December [2025]. Any party may submit a prior written notice to the other Parties of its intention to terminate the Agreement.

If Partner engages in any conduct which shall be deemed not to be in the spirit of this Agreement, YUNSHENCHU is entitled to terminate the Agreement with immediate effect.

11. Governing laws and Dispute Resolution

This agreement shall be governed by the laws of [People's Republic of China]. All disputes arising out of or in connection with this agreement shall be settled through friendly negotiation. Should no settlement be reached through negotiation, the case shall be submitted to China International Economic and Trade Arbitration Commission Zhejiang Sub-commission for arbitration in accordance with its Rules and Procedures. The arbitration shall take place in Hangzhou and the arbitral award shall be final and binding on both parties.

12. General Terms

This agreement constitutes the entire understanding of the parties relating to the subject hereof and supersedes all other previous agreement and understandings, whether written or oral. This agreement may be amended or modified only in writing signed by the duly authorized representatives of the respective party.

In the interpretation and construction of this agreement, the parties acknowledge that the terms hereof reflect extensive negotiations between the parties and that this agreement shall not be deemed, for the purpose of construction and interpretation, drafted by any party hereto.

This agreement may be signed in counterparts. The parties further agree that this agreement may be executed by the exchange of facsimile signature pages.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the day and year lasted written below.

[YUNSHENCHU]

Signature:

Printed Name:

Title:

Date:



[Partner]

Signature:

Printed Name: Maria KABTOUJ

Title: President

Date:

13/03/2024

AUTOMATIKA ROBOTICS
38000 GRENoble
contact@automatikarobotics.com
Siret 948 447 032 00012

The following documents are attached to this Agreement and such documents shall prevail in case of any conflicts with this Agreement:

Appendix A: YUNSHENCHU's obligations

Appendix B: Partner's obligation

Appendix C: Marketing Plan

Appendix D: Project Implementation & Post Delivery Support

Appendix “A”

YUNSHENCHU’s obligations

Business	
Project Protection	<ul style="list-style-type: none"> Priority cooperation for key project Priority authorization for registered key projects
Financial Support	<ul style="list-style-type: none"> Special price support for significant projects in the industrial Price discount for the demo
Review Meetings	<ul style="list-style-type: none"> Regular meetings to discuss new projects/upcoming activities/ outstanding issues/ progress of cooperation Quarterly review meetings to discuss YUNSHENCHU’s business plan for the upcoming season / planned promotional activities/new project opportunities in the industrial
Technology	
Product and Solution Services	<ul style="list-style-type: none"> Customized Product & Solution developed by R&D team based on project requirements Priority on commissioning, testing, and installation guide Provide dedicated training on related solution according to clients’ business requirements
Pre & Post Sales Technical Support	<ul style="list-style-type: none"> Dedicated pre sales technical team support tending, including demands collection, solution proposal, quotation, site survey, etc. Assist with more in-depth technical requirements, firmware assistance or development applications.
Marketing	
Marketing Support	<ul style="list-style-type: none"> Provision of marketing material, such as video, brochure of product and solution Co-hosting marketing event to broadcast Yunshenchu Brand
Market Information Sharing	<ul style="list-style-type: none"> Both parties shall share market information regularly, including market trends or conditions/analysis of markets/competition and competitors’ activities/local regulations affecting the sale of YUNSHENCHU Products/new products which might be competitive with YUNSHENCHU Products Sharing of YUNSHENCHU’s successful case

Appendix “B”

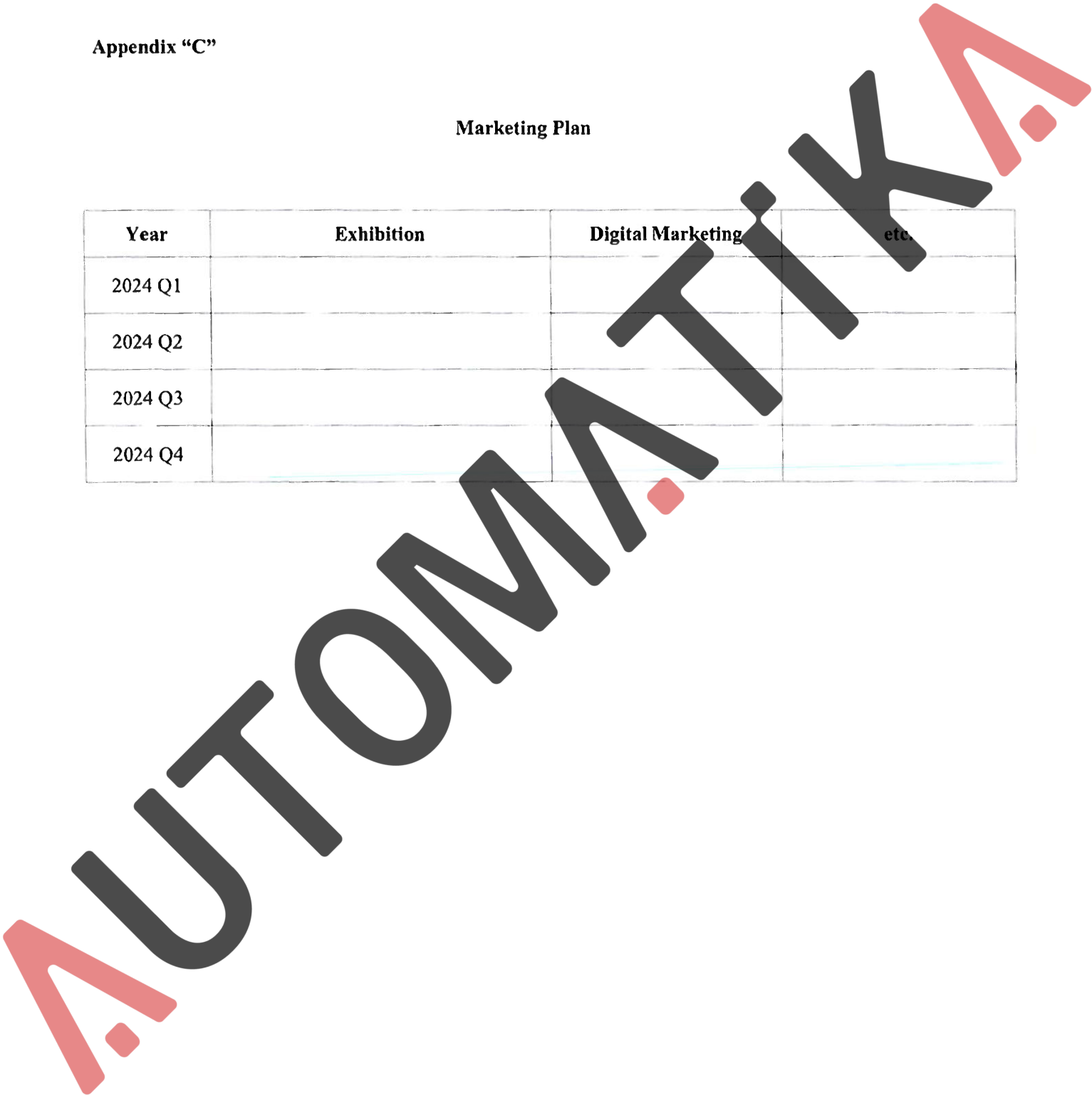
Partner’s obligation

Business	
Project Cooperation	Keep YUNSHENCHU informed and updated on all relevant projects Recommend YUNSHENCHU to end user
Price and Payment	All payment should be made without any delay, set-off, counterclaim or deduction
Review Meetings	Regular meetings to discuss new projects/upcoming activities/ outstanding issues/ progress of cooperation
	Quarterly review meetings to discuss Partner’s business plan for the upcoming season/ planned promotional activities/Partner’s estimate of sales for the upcoming season
Technology	
Technical Cooperation	Provision of project technical requirements in any form, (preferably) in English at an initial stage.
Training	Collaborate with YUNSHENCHU to make training schedule and request related staff to participate.
Marketing	
Marketing Cooperation	Successful case exposure in social media or press
	Co-hosting marketing event to broadcast Yunshenchu Brand
	Assist YUNSHENCHU in the creation of a case study that can be used and distributed publicly
Market Information Sharing	Sharing of Partner’s successful case
	Both parties shall share market information regularly, including market trends or conditions / analysis of markets/competition and competitors’ activities/local regulations affecting the sale of YUNSHENCHU Products/new products which might be competitive with YUNSHENCHU Products.

Appendix “C”

Marketing Plan

Year	Exhibition	Digital Marketing	etc.
2024 Q1			
2024 Q2			
2024 Q3			
2024 Q4			



Project Implementation & Post Delivery Support

Project Implementation support:

1. X 30 usage guide:

1.1 Operation training

- 1.1.1 Introduce the basic knowledge of mechanical structure, peripherals, charging, etc.
- 1.1.2 Introduce the joystick app and guide customers to master the basic operation of the quadruped robot;
- 1.1.3 Operating specifications and safety precautions in different environments;

1.2 Motion host user guide

- 1.2.1 Introducing how to change motion programs
- 1.2.2 Introduce how to save and view logs;
- 1.2.3 Introduce how to modify the configuration file;

1.3 Perception host user guide

- 1.3.1 Mapping and positioning, navigation and obstacle avoidance, and punctuation cruise functions;
- 1.3.2 Human body follow function;

2. Remote support for platform development based on dog base

- 2.1 Software interface document introduction
- 2.2 If customers have any questions about the dog base part during the platform development process, we respond and solve them in a timely manner

3. On-site testing support:

- 3.1 Positioning test: After the map is established, turn on the positioning function, and manually control the movement of the quadruped robot to check the positioning situation
- 3.2 Navigation test: set the navigation parameters according to the site conditions to ensure the stability of the navigation function

Post delivery support

1. After-sales service program

Our company guarantees that the technical level of the contract goods supplied is advanced and mature, the contract goods are brand new and of high quality, and fully meet the quality, specification and performance requirements stipulated in the bidding documents; the technical information and drawings provided are clear, complete, uniformity and correct and accurate content can meet the needs of installation, commissioning, operation and maintenance of the contracted goods; the contracted goods have reliable and satisfactory performance within the service life.

Our company guarantees that the services provided and the results of the contract are free from intellectual property defects. Purchasers who purchase and use the services provided by our company will not be accused by any third party of infringement of intellectual property rights.

Our company has a detailed after-sales service plan (process), fast service response time, timely problem solving, sound after-sales service system, sufficient after-sales support personnel, and reasonable personnel arrangements.

In order to achieve the best system status for customers and discover potential failures in time, prevent problems before they happen, reduce the probability of equipment failure, and ensure the stable operation of the system, during the quality assurance period, our company provides after-sales maintenance SOP (standard operation procedure) to guide customers to conduct annual inspections.

Our company provides free software upgrade service. During the quality guarantee period, any quality problems due to normal use will be repaired or replaced free of charge. For replaced or repaired parts, the warranty period shall be recalculated from the date of replacement or repair.

Our company provides a one -year warranty (from the date of acceptance). During the warranty period, under the normal storage, use and maintenance of the equipment, if the equipment is damaged or cannot be used normally due to product manufacturing process or design defects or material defects, our company will be responsible for repairing and replacing; fully considering the dispersion and remoteness of the project use area, our company will prepare spare parts for vulnerable parts to meet the maintenance requirements of customer.

Our company provides a one-year free replacement period for the key components of the contract goods, starting from the date of acceptance;

During the warranty period, our company needs to charge the cost of accessories and equipment when the following situations need to be repaired:

- a. Malfunction or damage caused by incorrect use and improper repair and modification;
- b. Failure or damage due to force majeure factors such as typhoon, earthquake, fire, lightning strike, abnormal voltage;
- c. Provide special tools required for cargo installation, repair and maintenance;
- d. Carry out maintenance work for exhibits within the warranty period;

List of project service

Category	Details
Delivery Method	Our company is responsible for delivery to the designated location.
Acceptance Criteria	Check and accept according to the functional description of the quotation document and the contract agreement.
warranty period	Provide original factory maintenance and technical support; phone/email response at the first time.
Technical Training	Provide product use technical documentation, provide equipment operation instructions. Carry out remote training on the use and operation of system equipment, basic skills training on daily maintenance, etc.
Continuation of service	After the warranty period ends, continue to provide after-sales service (the content is the same as above), and charge the cost, and the specific fee standard will be negotiated with the customer.
User return visit	Regularly conduct user return visits, and establish user return visit maintenance record files.

2. Spare parts support

During the warranty period, correct or replace any software and hardware that deviates from the functions stipulated in the contract. The function and performance of the replacement equipment is higher than or equal to the original equipment. For the replacement of the above equipment, our company undertake all costs and relevant equipment information that provided to Partners/system integrators free of charge.

Our company guarantees that during the service life of the equipment, if you need it, our company will ensure that it is equipped with sufficient spare parts. The list of spare parts and vulnerable parts commonly used by our company is shown in the table below.

Product spare parts and wearing parts list

serial number	Spare parts name	Specifications	quantity	unit	Application area	Remark
1	protective frame	custom made	1	set	robot back	spare parts
2	charger	custom made	1	set	robot battery	spare parts
3	robot foot	custom made	1	set	robot foot	Consumables
4	rubber boot	custom made	1	set	robot leg joint	Consumables

3. Maintenance plan

3.1 Remote maintenance: For products damaged during use, our company provides remote maintenance guidance.

3.2 Return to the factory for repair: If the remote repair guidance can not solve the problem, we ask the customer to send the product to the place designated by our company, and our company will send the product back to the customer after the repair is completed.

3.2.1 During the warranty period, if the product is damaged due to our quality problems, our company will bear the round-trip freight of the product, spare parts, maintenance labor costs and other expenses.

3.2.2 After the warranty period, our company will evaluate the maintenance cost, discuss with the customer, and repair after reaching an agreement