



MAIDEN ROBOTICS

Design Partnership Agreement

Custom actuator engineering, platform licensing and supply framework

Key terms at a glance

- Maiden retains the Platform and all Actuator-Domain IP, however funded (cl. 3.2, 3.7).
- Partner owns its robot and all System-Domain IP (cl. 3.7).
- No joint ownership of any IP.
- Partner receives a perpetual licence to use, integrate, sell and service - but no right to manufacture (cl. 3.8).
- Escrow release and a manufacturing licence only on a defined Release Event (cl. 3.11).
- Exclusivity exists only if Schedule D is separately signed (cl. 3.10).
- Fixed iteration count; nothing varies this Agreement except a signed Change Note (cl. 3.4).
- Acceptance is judged against Schedule A criteria only; deemed acceptance on silence (cl. 3.6).
- A failed target reached by the agreed method is a valid engineering result, not a breach (cl. 3.5).
- Liability capped; consequential loss, recall and redesign excluded (cl. 3.16).
- Indian law; sole-arbitrator arbitration seated at Bengaluru (cl. 3.19).

This box is a reading aid only. It does not form part of the Agreement and does not affect the construction of any clause.

This Design Partnership Agreement ("**Agreement**") is made on [EFFECTIVE DATE] between **Maiden Robotics**, [legal entity name], [CIN], registered office [ADDRESS], Bengaluru, Karnataka, India ("**Maiden**"), and [**PARTNER LEGAL ENTITY**], [CIN / registration no.], registered office [ADDRESS] ("**Partner**"). Each a "Party"; together the "Parties". It becomes binding when signed by authorised representatives of both Parties.

Purpose. Maiden will design, develop and iterate a Custom Actuator Configuration derived from the Maiden Platform to an agreed Target Specification for a defined Application, and will supply Engineering Articles of it to Partner. Partner funds the development, supplies requirements and integration inputs, and only where Schedule D is signed - commits to volume and receives field exclusivity.

Character of the engagement. This is a paid engineering engagement conducted on Maiden's platform. It is not a sale, assignment or transfer of the Maiden Platform, not a work-for-hire over it, and not a joint venture. Payment of the NRE fee funds development effort; it does not purchase ownership of the Actuator-Domain IP that results. Partner obtains a purpose-built actuator, priority access and the licence in clause 3.8 at a development price materially below independent development cost precisely because Maiden retains and may reuse that IP.

Structure. Clause 1 states the commercial particulars. Clause 2 defines terms. Clause 3 states the binding legal terms. Clause 4 states the commitments and decision gates. Schedules A–G carry the technical, financial and optional commercial detail. No design work begins until Schedule A is signed.

1. Programme particulars

Application / Field	[e.g., knee joint of Partner's bipedal platform, model X, for indoor logistics]
Custom Actuator Configuration	[MODEL / SKU], derived from the Maiden Platform. Target Specification: Schedule A.
Engineering Articles	[N] units across [N] build iterations (Schedule B). Supplied as: [loan / sale].
Term	Kickoff [DATE]; [N] weeks; long-stop [DATE], unless changed by Change Note.
NRE fee	[INR / USD] plus applicable taxes, payable per Schedule C.
Included iterations	[N] design-build-test iterations. Further iterations chargeable (cl. 3.4, Schedule C).
Exclusivity	[NONE] / [Field-limited, per Schedule D]. If Schedule D is unsigned, no exclusivity is granted.
Supply framework	Schedule E. Binding / non-binding: [STATE].
Technical leads	Maiden: [NAME / EMAIL] Partner: [NAME / EMAIL]. Key personnel: Schedule G.
NDA	Mutual NDA dated [DATE], incorporated by reference; survives independently.
Prior pilot	[Pilot Deployment and Validation Agreement dated [DATE] / Not applicable]. Pilot findings are inputs only and carry no warranty.

2. Definitions

Term	Meaning
Maiden Platform	All technology, know-how and IP owned or controlled by Maiden relating to integrated actuators and motion systems, whether existing at the Effective Date or created at any time, including: motor and stator design; transmission and gearbox architecture; bearing and mechanical architecture; magnetic position sensing and calibration; motor-controller hardware and schematics; embedded firmware and control algorithms (FOC, commutation, thermal, fault-detection, identification and compensation); the SDK, MATLAB/Simulink interfaces, diagnostic and fleet tooling; simulation and parameter-identification models; test methods, rigs, fixtures and telemetry schemas; and all improvements and derivatives of any of them.
Custom Actuator Configuration	The actuator configuration developed under this Agreement to meet the Target Specification: a selection, sizing, tuning, packaging and configuration of the Maiden Platform, plus any Partner-specific interface features listed in Schedule A.
Engineering Articles	Physical actuator units, controllers, cables, fixtures and loan equipment supplied under this Agreement. They are development prototypes - not production, qualified, certified or series parts.
Deliverables	The items listed in Schedule B. They exclude CAD source, manufacturing files, firmware source, schematics, netlists, Gerbers, BOMs and algorithm implementations, unless a specific item is expressly listed in Schedule B as delivered in source form.
Background IP	IP owned or controlled by a Party before the Effective Date, or developed independently of this Agreement without use of the other Party's Confidential Information.
Foreground IP	IP created, conceived, reduced to practice or first developed in the course of, or as a result of, this Agreement, by either Party alone or jointly.
Actuator Domain	The design, manufacture, control, sensing, firmware, diagnostics, tooling, simulation and testing of actuators, motors, transmissions, motor controllers and motion subsystems, and any component or software forming part of such a subsystem.
System Domain	Partner's robot, machine or product taken as a whole - its structure, kinematics, whole-body and application-level control, perception, autonomy, application software and user interfaces - excluding the Actuator Domain.
Partner Product	A robot, machine or product designed and sold by Partner which incorporates the Custom Actuator Configuration.
Field / Territory	As defined in Schedule D. If Schedule D is unsigned, the Field is the Application in clause 1 and no exclusivity attaches to it.
Target Specification	The requirements, targets, tolerances, test methods and Acceptance Criteria in Schedule A, as amended by signed Change Notes.
Change Note	A written instrument in the form of Schedule F recording an agreed change to scope, specification, schedule, price, iteration count or Deliverables.
Business Day	A day (other than Saturday, Sunday or a public holiday) on which banks are open in Bengaluru, India.

"Including" is without limitation. Headings are for convenience only. Every bracketed period, amount and field must be completed before execution. An uncompleted bracket is a gap in the bargain, not an invitation to imply a term.

3. Binding legal terms

Ref	Term	Agreed position
3.1	Scope and exclusions	(a) Maiden will apply reasonable skill, care and diligence to design, develop, build, test and iterate the Custom Actuator Configuration towards the Target Specification, and will deliver the Deliverables and Engineering Articles in Schedule B within the iteration count in clause 1. (b) Only the commitments, tests, dates, prices, iterations and Deliverables expressly stated in this Agreement and its Schedules are included. Everything else is excluded, including: series production; production tooling; qualification, certification or third-party testing (EMC, safety, IP-rating, functional safety); destructive testing; field service and on-site commissioning; application-level or whole-body control development; Partner-system integration labour; and regulatory approval of Partner Products.
3.2	Nature of the relationship	(a) This is a paid engineering engagement on the Maiden Platform. It creates no partnership, joint venture, agency, employment or fiduciary relationship, and no right in the Maiden Platform other than the express licence in clause 3.8. (b) Nothing in this Agreement is a work made for hire, a commissioned work, or any equivalent arrangement in respect of the Maiden Platform or of Foreground IP in the Actuator Domain, and no such construction shall be applied. Funding development effort does not purchase ownership of the resulting Actuator-Domain IP. (c) The Parties record that the consideration for Maiden's retention and reuse of the Actuator-Domain IP is the development price, the licence in clause 3.8, priority access and (where signed) Schedule D.
3.3	Partner dependencies	(a) Partner shall provide accurately and on time: Application requirements, duty cycle, load spectrum, thermal and environmental envelope, mechanical and electrical interfaces, mass and packaging constraints, hazards and Acceptance Criteria inputs for Schedule A; access to the integration system and test environment; competent personnel; and decisions, approvals and feedback within [FIVE] Business Days of request. (b) Where Partner fails a dependency, or its inputs are materially inaccurate or change: affected dates extend day-for-day; Maiden is not in breach; standby and re-work are chargeable at the Schedule C rates; and any resulting specification change proceeds under clause 3.4. Maiden is not responsible for a failure to meet the Target Specification to the extent caused by Partner's inputs, constraints or system.

Ref	Term	Agreed position
3.4	Change control	(a) The Target Specification freezes at Gate D1. After D1, no change to specification, scope, schedule, Deliverables, iteration count or price takes effect unless recorded in a signed Change Note (Schedule F) stating the technical, cost, schedule and risk impact. (b) Emails, review comments, meeting minutes, test feedback and verbal instructions are not Change Notes and do not vary this Agreement. Work on an unsigned change is at the requesting Party's risk and creates no obligation. (c) Changes to Fees, IP, licence scope, liability, exclusivity or Term require authorised signatories, not technical leads. (d) Iterations beyond the count in clause 1, and re-work caused by a Partner change or dependency failure, are chargeable per Schedule C.
3.5	Development risk	(a) This is a development programme with genuine technical uncertainty. Maiden warrants only that it will perform with reasonable skill and care using suitably qualified personnel. Maiden does not warrant, and Partner does not rely on any representation, that the Target Specification will be achieved, that any target is attainable within the agreed envelope, or that the result will be fit for Partner's system, application or business purpose. (b) A failed, partial or inconclusive result obtained by the agreed method is a valid engineering result and is not a breach. Where a target is missed, the Parties shall at the next Gate: iterate within the included allowance; commission a chargeable iteration; revise the target; narrow the Application; or stop under clause 3.17. Fees for work properly performed are not refundable on that account. (c) Maiden shall not conceal, fabricate or misrepresent evidence, and shall disclose adverse results, anomalies and known limitations promptly and in writing.
3.6	Gates and acceptance	(a) Deliverables are assessed at the Gates in clause 4 against the Acceptance Criteria in Schedule A and nothing else. Within [FIVE] Business Days of tender, Partner shall accept or give written objections identifying the specific Acceptance Criterion not met and the evidence relied on. Objections not linked to a stated Criterion, or relating to matters outside scope, are invalid. (b) Maiden shall cure a valid non-conformity within the Schedule B cure period at its own cost. Failure of the same Criterion after [TWO] cure attempts entitles Partner to escalate under clause 3.19 or stop at the next Gate. (c) If Partner does not respond within the review period, and does not respond within a further [FIVE] Business Days after one written reminder, the Deliverable is deemed accepted. Use of an Engineering Article beyond agreed evaluation testing is acceptance of that article. Acceptance does not mean every performance target was achieved.
3.7	Intellectual property	(a) Background. Each Party retains its Background IP. No Background IP is assigned; no licence to it is granted or implied except as expressly stated. The Maiden Platform is Maiden Background IP in its entirety, irrespective of any funding, requirement, feedback, test data or idea contributed by Partner. Partner grants Maiden a non-exclusive, royalty-free licence to use Partner Background IP and inputs solely to perform this Agreement. (b) Actuator Domain. All Foreground IP in the Actuator Domain - created by Maiden, by Partner, or jointly; funded by the NRE fee or not; arising from Partner's requirements, feedback, data or suggestions or not - is owned exclusively by Maiden and forms part of the Maiden Platform on creation. This includes the Custom Actuator Configuration, its firmware, control laws, tuning, sensing, thermal and diagnostic methods, its mechanical and electronic design, and the related test data and models. (c) System Domain. All Foreground IP in the System Domain is owned exclusively by Partner. Maiden claims no ownership of, and no licence to, Partner Products, and shall use Partner's System-Domain IP only to perform this Agreement. (d) Assignment. Each Party hereby assigns to the other, with full title guarantee and free of encumbrance, all right, title and interest (copyright, design right, patent right, database right and every other IP right) in Foreground IP falling to that other Party under this clause. Each assignment is present, absolute, worldwide, perpetual, irrevocable and royalty-free, for the full term of the rights and all renewals, revivals and extensions, and covers all present and future modes and media of exploitation. Neither Party shall rely on any statutory reversion, lapse, default term or default territory to defeat this clause, and each waives and shall procure the waiver of all moral and equivalent rights so far as law permits. Each Party shall promptly execute further documents and do all acts reasonably required (at the requesting Party's cost) to perfect, record and enforce the assignment in each relevant jurisdiction, and irrevocably appoints the other as its attorney to do so if it fails to act within [TEN] Business Days of written request. (e) Personnel. Each Party warrants that it holds and will maintain written agreements with all of its employees, contractors and subcontractors engaged on the programme sufficient to vest in it all IP they create, so that it can give effect to this clause. (f) Boundary. No Foreground IP shall be jointly owned. Where an item arguably falls in both Domains, it belongs to the Domain to which it is more closely connected - the test being whether it would be reusable in an actuator supplied to a third party (Actuator Domain) or is meaningful only within Partner's specific product (System Domain). Where the Parties genuinely cannot agree, the item vests in Maiden and Partner receives a perpetual, irrevocable, royalty-free, worldwide, non-exclusive licence to use it in Partner Products, sublicensable to its manufacturers and customers as reasonably required.
3.8	Licence to Partner	(a) Conditional on payment in full of all Fees due, Maiden grants Partner a worldwide, non-exclusive (subject to Schedule D), non-transferable (subject to clause 3.21), perpetual and irrevocable licence to (i) use, integrate, operate, test, maintain and repair the Custom Actuator Configuration and Engineering Articles supplied by Maiden, and (ii) use the Deliverables, SDK, MATLAB/Simulink tooling, models, interface documentation and diagnostic tools to design, develop, validate, manufacture, service, sell and support Partner Products; sublicensable under (ii) to Partner's contract manufacturers, service partners and customers strictly as necessary for them to build, service or use Partner Products. (b) The licence does not permit, and Partner shall not: manufacture or have manufactured the Custom Actuator Configuration or any actuator derived from or substantially similar to it (except under clause 3.11); use the Deliverables to design, develop or specify a competing actuator or motion system, whether itself or through a third party; decompile, disassemble or reverse engineer any Engineering Article, firmware or software (save to the minimum extent that restriction is unenforceable by law, and then only after written notice giving Maiden a reasonable opportunity to supply the necessary information); remove or obscure notices; publish benchmarks, teardowns or performance comparisons without Maiden's prior written consent (not to be unreasonably withheld for accurate results obtained by the agreed method); or transfer an Engineering Article to any third party other than as permitted above.
3.9	Feedback and data	(a) Maiden may freely use feedback, suggestions, requests, test data, telemetry, failure data and validation learnings from the programme to develop, test, improve, diagnose and commercialise the Maiden Platform and any product or service (including fleet-diagnostic, predictive-maintenance and simulation products), without obligation, attribution or payment. (b) That right does not permit Maiden to disclose Partner Confidential Information, to identify Partner or Partner Products without consent, or to disclose data revealing Partner's System-Domain designs. Data used externally shall first be aggregated or de-identified; Maiden may retain and use raw actuator-level telemetry internally. (c) Partner shall supply the actuator-related test data, operating conditions, logs and observations identified in Schedule A, and is not required to disclose unrelated system data, its source code or its proprietary designs.
3.10	Exclusivity	(a) Default: none. Maiden may develop, market, sell, license and supply the Maiden Platform and any actuator (including of similar size, torque class, ratio or performance) to any person in any market, including Partner's competitors, at any time. (b) If Schedule D is completed and separately signed, exclusivity applies strictly on its terms and shall as a minimum state the exact Field, Territory, period, exclusivity fee and/or minimum volume commitment, and the consequence of failure. Exclusivity may attach only to the Custom Actuator Configuration as a saleable SKU within the defined Field. It shall never extend to the Maiden Platform, the Actuator-Domain IP, Maiden's other products, or any field outside the defined Field, and is always subject to Maiden's right to continue supplying existing customers. (c) Exclusivity converts automatically to non-exclusive, without notice and without refund, if Partner fails to pay the exclusivity fee or meet the minimum volume commitment for [TWO] consecutive periods, or on termination. (d) Nothing in this Agreement restrains either Party from carrying on any lawful business after termination.

Ref	Term	Agreed position
3.11	Supply continuity, escrow and Release Event	(a) Schedule E sets out indicative unit pricing, price-validity, price-review, MOQ, lead time, forecasting and PO mechanics for series supply. Indicative prices are estimates, not a firm quotation, unless expressly stated to be binding, and are subject to the assumptions stated there. (b) For [THIRTY-SIX] months from Gate D5, Maiden shall use commercially reasonable efforts to keep the Custom Actuator Configuration available to Partner, shall give at least [TWELVE] months' written end-of-life notice, and shall offer a last-time-buy. (c) Escrow. Maiden shall deposit the Schedule B escrow materials with [ESCROW AGENT] within [30] days of Gate D3 and refresh them at each release. Release is permitted only on a Release Event. (d) Release Event means: (i) Maiden becomes insolvent, enters liquidation or has a receiver appointed and the business is not continued; (ii) Maiden ceases to supply the Custom Actuator Configuration and does not remedy within [NINETY] days of written notice; or (iii) Maiden materially breaches its supply obligations and does not cure within [SIXTY] days. Failure to meet a performance target is never a Release Event. (e) On a Release Event, Partner may call the escrow and Maiden grants a non-exclusive, worldwide, royalty-bearing licence to make or have made the Custom Actuator Configuration solely for use in Partner Products, at [%] of the then-current unit price, subject to: no other use of the escrow materials; no sublicensing except to a contract manufacturer bound to equivalent terms; audit rights; and automatic termination of the manufacturing licence (with a [SIX]-month wind-down) once Maiden or its successor is able and willing to resume supply on the agreed terms.
3.12	Fees, taxes and payment	(a) Partner shall pay the NRE fee, unit prices, rate-card charges and approved expenses in Schedule C, exclusive of GST, customs duty, withholding and other taxes, which Partner shall pay or gross up so that Maiden receives the amount it would have received absent the withholding; Partner shall provide withholding certificates. (b) Invoices are payable within [THIRTY] days. Overdue amounts carry interest at [1.5]% per month or the maximum permitted by law, whichever is lower. Partner shall not withhold or set off any amount except one disputed in good faith and notified in writing within [TEN] Business Days of invoice, and shall pay all undisputed amounts. (c) Maiden may suspend work and withhold Deliverables on [TEN] Business Days' notice for undisputed overdue amounts, and dates extend accordingly. Title to Engineering Articles (where sold) and the licence in clause 3.8 do not pass until payment in full. (d) Fees for work properly performed are non-refundable. Long-lead components, tooling and materials ordered on Partner's instruction are payable regardless of outcome.
3.13	Warranties and disclaimer	(a) Each Party warrants that it has authority to contract, will comply with applicable law, and holds the rights necessary to grant the licences it grants. (b) Maiden warrants that the services will be performed with reasonable skill and care by suitably qualified personnel; that it has not knowingly incorporated third-party IP it is not licensed to use; and that software Deliverables will be free of intentionally harmful code. (c) Engineering Articles are development prototypes. Save for the express warranties above, all warranties, conditions and terms implied by statute, common law or otherwise - including merchantability, satisfactory quality, fitness for purpose, durability, lifetime, non-infringement and uninterrupted operation - are excluded so far as law permits. Any series warranty is as stated in Schedule E or the Supply Agreement. (d) Partner warrants that it will integrate and operate Engineering Articles safely, within stated operating limits, using competent personnel, and that it alone is responsible for the design, safety, compliance, certification and performance of Partner Products.
3.14	Safety, compliance and export	(a) Partner controls its site and system and is responsible for risk assessment, guarding, emergency stop, lock-out and site rules. Either Party may stop work it reasonably believes unsafe, without liability for the stoppage. Partner shall promptly notify Maiden of any injury, near-miss, fire, thermal event or field failure involving an Engineering Article. (b) No use in, or design into, any medical device, life-support, implant, human-subject, aviation, nuclear, weapons, munitions, autonomous-lethality, public-road or other safety-critical application without Maiden's prior written approval and the additional standards, testing, controls and terms Maiden reasonably requires. (c) Each Party shall comply with applicable export-control, sanctions, foreign-trade and dual-use laws (including the Foreign Trade (Development and Regulation) Act and the SCOMET list) and with anti-bribery laws including the Prevention of Corruption Act, 1988. Partner shall obtain Maiden's prior written consent before transferring any Engineering Article or technical Deliverable outside [TERRITORY].
3.15	Indemnities	(a) Maiden shall defend Partner against a third-party claim that the Deliverables or the Custom Actuator Configuration as supplied by Maiden infringe that third party's IP rights, and pay damages finally awarded or agreed in settlement, provided Partner notifies promptly, gives Maiden sole control of defence and settlement, and cooperates reasonably at Maiden's cost. (b) The indemnity excludes claims arising from Partner's specifications, designs, inputs or instructions; combination with anything not supplied by Maiden; modification not made by Maiden; use outside the licence or the operating limits; continued use after notice to stop; or Partner Background or System-Domain IP. (c) On such a claim, Maiden may at its option procure the right to continue, modify or replace the affected item, or terminate the affected licence and refund the depreciated Fees paid for it. Clause 3.15 states Partner's sole and exclusive remedy for IP infringement. (d) Partner shall indemnify Maiden against third-party claims arising from Partner Products, Partner's System-Domain IP, Partner's inputs and specifications, use of Engineering Articles outside the licence or operating limits, and personal injury or property damage caused by Partner Products.
3.16	Liability	(a) Nothing excludes liability for fraud, wilful misconduct, gross negligence, death or personal injury caused by negligence, or any liability that cannot lawfully be limited. (b) Neither Party is liable for indirect, special, incidental, punitive or consequential loss, or for loss of profit, revenue, production, use, contracts, opportunity, goodwill or anticipated savings, or for the cost of recall, redesign or retrofit of Partner Products, whether or not foreseeable. (c) Subject to (a), each Party's aggregate liability is capped at the total Fees paid and payable by Partner under this Agreement in the [TWELVE] months preceding the event giving rise to the claim. The cap for the clause 3.15 IP indemnity and for breach of confidentiality is [TWO] times that amount. The cap does not apply to Partner's obligation to pay Fees, or to loss of or damage to Engineering Articles under clause 3.18(c). (d) Partner acknowledges that the Fees reflect this allocation of risk, that Engineering Articles are prototypes, and that Partner is responsible for its own validation before any production or safety decision.
3.17	Term and termination	(a) The Agreement runs from the Effective Date until Gate D5 closes, unless terminated earlier. (b) Either Party may terminate immediately if the other: commits a material breach not cured within [FIFTEEN] Business Days of notice; becomes insolvent or subject to insolvency proceedings; or breaches confidentiality, IP or export-control obligations in a manner incapable of cure. (c) Partner may terminate for convenience on [THIRTY] days' notice, paying: Fees for work performed and Deliverables tendered; committed non-cancellable third-party costs (components, tooling, test services); demobilisation costs actually incurred; and [%] of the remaining unbilled NRE fee as a genuine and reasonable pre-estimate of Maiden's loss from reserved capacity. Maiden may not terminate for convenience during the Term. (d) Either Party may terminate on [THIRTY] days' notice if the other undergoes a change of control in favour of a direct competitor of the terminating Party.
3.18	Consequences of termination	(a) Partner shall immediately stop using and, within [FIFTEEN] Business Days, return all Engineering Articles, fixtures, loan equipment, firmware and Maiden materials in the condition supplied (fair wear and tear excepted), and certify destruction of copies of Maiden Confidential Information not required by law to be retained. Maiden shall deliver work completed and paid for. Each Party shall pay amounts due.

Ref	Term	Agreed position
		(b) If Partner has paid all Fees due, the clause 3.8 licence for Deliverables already accepted survives. If Maiden terminates for Partner's material breach, non-payment, IP misuse or breach of confidentiality, the clause 3.8 licence and any exclusivity terminate immediately. (c) Partner is responsible for the repair or replacement cost of Engineering Articles lost or damaged through its failure to take reasonable care or its use outside the agreed operating limits. (d) Survival: clauses 2, 3.2, 3.7, 3.8 (if paid), 3.9, 3.11(b)–(e), 3.12, 3.13, 3.14(c), 3.15, 3.16, 3.18, 3.19, 3.20, 3.21 and the NDA.
3.19	Governance and disputes	(a) Technical leads shall hold a [WEEKLY] review and record decisions, risks, dependencies and approved changes. Such records track progress only and cannot amend this Agreement. (b) A dispute shall first be escalated to a senior representative of each Party, who shall attempt resolution within [FIFTEEN] days of written notice. (c) A technical dispute about whether a measured result meets an Acceptance Criterion shall, if unresolved, be referred to an independent expert agreed by the Parties (failing agreement, appointed by [INSTITUTION]) acting as expert and not arbitrator, whose determination on the technical question is final and binding absent manifest error, costs shared equally. (d) All other unresolved disputes go to arbitration by a sole arbitrator under the Arbitration and Conciliation Act, 1996; if no arbitrator is agreed within [FIFTEEN] days, appointment follows that Act. Seat and venue: Bengaluru. Language: English. Governing law: India. Either Party may seek urgent interim or injunctive relief (including to protect IP or Confidential Information) from the courts at Bengaluru, which have exclusive jurisdiction for that purpose.
3.20	Confidentiality, personnel and publicity	(a) The mutual NDA governs Confidential Information and survives independently. The terms of this Agreement are themselves Confidential Information. (b) Key personnel are named in Schedule G and shall not be removed without reasonable notice and an equivalently qualified replacement. Maiden may subcontract while remaining fully responsible, provided subcontractors are bound to equivalent confidentiality and IP terms; Partner may object on reasonable grounds where a proposed subcontractor is a direct competitor. (c) During the Term and for [TWELVE] months after, neither Party shall knowingly solicit for employment any individual of the other directly engaged on the programme, except through a general public advertisement not targeted at that individual. This restriction protects Confidential Information and programme continuity and is limited to what is reasonable for that purpose. (d) Neither Party shall use the other's name, logo or the existence of this Agreement in marketing, press, investor materials or a case study without prior written consent; either Party may disclose the relationship in confidence to its investors, advisers, insurers and prospective acquirers under equivalent obligations.
3.21	General	(a) Independent contractors; neither Party may bind the other. (b) Entire agreement. This Agreement, its Schedules, signed Change Notes and the NDA are the entire agreement and supersede all prior proposals, quotations, term sheets, letters of intent, discussions and representations. Any pilot proposal or pilot agreement is background only and is not incorporated. Each Party confirms it has not relied on any statement not set out here; nothing excludes liability for fraudulent misrepresentation. (c) Order of precedence, highest first: signed Change Notes (latest in time); this Agreement; the Schedules; the NDA (which prevails on confidentiality). Partner purchase orders and standard terms have no contractual effect, regardless of acknowledgement or signature. (d) Assignment. Neither Party may assign or novate without the other's prior written consent (not unreasonably withheld), save to an affiliate or a successor to substantially all of its business - but not to a direct competitor of the other Party without consent. (e) Force majeure. Neither Party is liable for delay or failure caused by an event beyond its reasonable control (natural disaster, war, civil unrest, epidemic, act of government, export restriction, component shortage, utility or network failure, fire). The affected Party shall notify promptly and mitigate. Force majeure excuses delay in performance, not payment of amounts due. If it continues beyond [SIXTY] days, either Party may terminate without liability, subject to payment for work performed. (f) Notices in writing to the addresses in clause 1, by hand, registered post or email, deemed received on delivery or (for email) the next Business Day. No waiver by delay or failure to enforce. Invalid provisions are severed or modified to the minimum extent necessary and the remainder continues. No third-party rights. Counterparts and lawful electronic signatures permitted. Each Party bears its own costs.

4. Commitments and decision gates

4.1 Commitments register

ID	Commitment	Owner	Due / evidence
M-01	Produce the Target Specification, interface control document, sizing analysis and test matrix from Partner inputs; identify infeasible targets before D1.	Maiden	D0–D1: signed Schedule A
M-02	Design, analysis, FMEA/hazard review and design review; disclose known limitations and residual risks.	Maiden	D1: design review record
M-03	Build and instrument the Engineering Articles; dimensional and functional inspection; bench release.	Maiden	D2: build + inspection records
M-04	Characterise against the Target Specification (torque, speed, efficiency, backlash, runout, thermal rise, current, noise, repeatability); report raw data, method, uncertainty and anomalies.	Maiden	D3: data, plots, anomaly log
M-05	Deliver the SDK, MATLAB/Simulink interface, protocol documentation, identified simulation model and diagnostic tooling per Schedule B.	Maiden	D3: software release + docs
M-06	Support duty-cycle and integration testing in Partner's system as priced; maintain support log.	Maiden	D4: support log
M-07	Issue the final design validation report (results, method, uncertainty, limitations, residual risks, operating limits, recommendation); deposit escrow.	Maiden	D5: report + escrow receipt
M-08	Maintain supply availability and give end-of-life notice per clause 3.11(b).	Maiden	Post-D5: written notices
P-01	Provide accurate, complete, timely requirements, duty cycle, load spectrum, interfaces, environment and hazards; sign Schedule A.	Partner	D0: approved inputs
P-02	Decide within the review periods; raise only Acceptance-Criteria-linked objections.	Partner	Each gate: written decision
P-03	Integrate using competent personnel under an approved safe method; operate within stated limits.	Partner	D4: integration + safety record
P-04	Provide the agreed actuator-related logs, measurements, observations and incident reports.	Partner	D4: validation data
P-05	Pay Fees when due; protect, and return or account for, Engineering Articles.	Partner	Schedule C / return record
J-01	Hold the weekly review; record decisions, risks, dependencies and approved changes.	Both	Weekly minutes
J-02	Do not suppress, fabricate or knowingly misrepresent programme evidence.	Both	Traceable records

ID	Commitment	Owner	Due / evidence
J-03	Route every scope, spec, price, iteration or schedule change through a signed Change Note before work starts.	Both	Schedule F register

4.2 Decision gates

Gate	Purpose	Deliverable / evidence	Decision
D0 Kickoff	Requirements and feasibility frozen	Signed Schedule A (targets, methods, Acceptance Criteria); interface control document; risk register; programme plan	Proceed / revise / stop
D1 Design freeze	Design and analysis reviewed	Design review record; sizing and thermal analysis; FMEA/hazard review; BOM and long-lead list; test procedures	Build / rework / stop
D2 Build readiness	Articles built and inspected	Build record; dimensional inspection; no-load function; sensing, comms, guards and E-stop verified	Test / hold
D3 Characterisation	Performance measured on bench	Raw and processed data; plots; calibration references; anomaly and deviation log; SDK / MATLAB / model release; escrow deposit	Integrate / iterate / stop
D4 Integration and duty cycle	Behaviour in Partner's system	Integration record; representative duty-cycle profile; overload boundaries; endurance sampling; post-test inspection	Continue / repeat / stop
D5 Close	Evidence-based decision	Final validation report; limitations; residual risks; operating limits; recommendation and (if any) supply proposal	Close / extend / proceed to supply

A Gate closes only when its evidence is reviewed and the decision recorded in writing by both technical leads. A failed metric is not concealed: it becomes an anomaly, a corrective action, a revised limit or a stop decision. Gate records cannot amend Fees, IP, liability, exclusivity or Term.

Schedule A - Target Specification and Acceptance Criteria

Completed and signed at Gate D0; no design work begins before it is signed. Every target needs a value, tolerance, method and instrument. A target without a stated method is not an Acceptance Criterion and cannot found an objection under clause 3.6. Targets marked "Should" are objectives, not Acceptance Criteria.

Requirement	Target / tolerance	Must / Should	Test method	Instrument / uncertainty
Continuous output torque at [ambient], [duty]	[Nm ±]	☐	[procedure ref]	[± %]
Peak torque, [duration]	[Nm ±]	☐	[procedure ref]	[± %]
Rated / max output speed	[rad/s]	☐	[procedure ref]	[± %]
Gear ratio and type	[_ : 1, type]	☐	[procedure ref]	[± %]
Backlash	[arcmin]	☐	[procedure ref]	[± %]
Position accuracy / repeatability	[arcmin]	☐	[procedure ref]	[± %]
Torsional stiffness	[Nm/rad]	☐	[procedure ref]	[± %]
Efficiency at rated point	[%]	☐	[procedure ref]	[± %]
Thermal rise at duty cycle / thermal limit	[°C over ambient]	☐	[procedure ref]	[± %]
Mass / envelope	[kg / mm]	☐	[procedure ref]	[± %]
Bus voltage / current / power	[V / A / W]	☐	[procedure ref]	[± %]
Communication bus and control rate	[CAN-FD / EtherCAT, Hz]	☐	[procedure ref]	[± %]
Control modes	[torque / velocity / position / impedance]	☐	[procedure ref]	[± %]
Backdrivability	[Nm]	☐	[procedure ref]	[± %]
Ingress / environment	[IP __, °C, vibration]	☐	[procedure ref]	[± %]
Endurance sampling	[cycles / hours]	☐	[procedure ref]	[± %]
SDK / MATLAB integration	[pass condition]	☐	[procedure ref]	[± %]
Mounting / electrical interface	[drawing ref]	☐	[procedure ref]	[± %]

Partner inputs relied on (duty cycle, load spectrum, ambient, mounting stiffness, mission profile): [ATTACH]. Maiden's analysis is only as valid as these inputs; a change to them is a Change Note. Known infeasible or at-risk targets identified at D0: [LIST].

Schedule B - Deliverables, iterations and exclusions

Deliverable	Form and detail	Gate / cure period
Engineering Articles	[N] units with controllers, cables and mounting fixtures. Loan or sale: [state]. Title: [state].	D2 / [__] days
Interface control document	Mechanical envelope, mounting pattern and loads, connector pinout, bus spec, power limits, operating limits, safe-use constraints. PDF + non-parametric STEP envelope.	D1
Datasheet	Measured continuous and peak performance stating method, ambient and uncertainty - not marketing peaks.	D5
SDK	Binary / library plus API documentation, [C++ / Python], versioned, [__] months of updates.	D3
MATLAB / Simulink interface	Blockset or toolbox for commanding, logging and plotting. HIL support: [yes / no].	D3
Identified simulation model	Rotor inertia, torque constant, friction curve, backlash, thermal model - identified from the actual article. Format: [MuJoCo / URDF / Simscape].	D3
Diagnostic tooling	Configuration, tuning, live telemetry, fault codes, log export.	D3
Test data package	Raw data, processed plots, calibration references, method, uncertainty, anomaly and deviation log.	D3, D4
Final validation report	Results, limitations, residual risks, operating limits, recommendation.	D5
Escrow materials	Sufficient to reproduce the Configuration: [CAD, drawings, BOM, schematics, Gerbers, firmware source and build instructions, calibration and test procedures]. Agent: [__]. Refreshed each release.	D3 + each release

Iterations included: [N] design–build–test cycles. One iteration = design revision + build of [] articles + D3 characterisation + one integration cycle. Additional iterations chargeable (Schedule C).

Expressly excluded (chargeable only by Change Note): CAD source or parametric files; firmware source; schematics, netlists or Gerbers (except into escrow); manufacturing files; series production; production tooling; qualification or certification testing; destructive testing; third-party lab testing; on-site commissioning; travel, shipping, customs and duties; application-level or whole-body control development; Partner-system integration labour; replacement articles for Partner-caused damage; software maintenance beyond the stated period; regulatory approval of Partner Products.

Schedule C - Fees, milestones and rates

Item	Basis	Amount	Trigger
NRE - mobilisation	Fixed	[]% of NRE	Signature
NRE - design freeze	Fixed	[]% of NRE	Gate D1 closed
NRE - build	Fixed	[]% of NRE	Gate D2 closed
NRE - characterisation	Fixed	[]% of NRE	Gate D3 closed
NRE - final report	Fixed	[]% of NRE	Gate D5 closed
Engineering Articles	Per unit	[] each	On delivery
Additional iteration	Fixed or T&M	[]	Signed Change Note
Engineering rate card	Per person-day	Senior [] / Engineer [] / Technician []	Signed Change Note
Standby / re-work (cl. 3.3)	Per person-day	[]	On notice
Long-lead, tooling, third-party costs	At cost + []%	At cost	On Partner instruction
Termination-for-convenience charge	Fixed	[]% of unbilled NRE	Clause 3.17(c)

Payment terms [30] days. Taxes exclusive; GST and withholding per clause 3.12. Currency [INR / USD]. Expenses pre-approved and at cost.

Schedule D - Exclusivity (optional; binding only if separately signed)

If this Schedule is not completed and separately signed by authorised representatives of both Parties, no exclusivity of any kind is granted and clause 3.10(a) applies.

Exclusive item	The Custom Actuator Configuration [SKU] only. Not the Maiden Platform, not Actuator-Domain IP, not any other Maiden product, and not actuators of similar specification developed independently or for other customers.
Field	[Precise robot class + application + market - keep it narrow. e.g. "bipedal humanoid robots for indoor warehouse logistics"]
Territory	[]
Period	[] months from Gate D5
Consideration	Exclusivity fee [] and/or minimum purchase of [] units per [quarter / year] at Schedule E prices, take-or-pay.
Carve-outs	Maiden may continue supplying existing customers; may sell the Configuration outside the Field and Territory; may develop and sell any other actuator to anyone including Partner's competitors; and may use all Actuator-Domain IP and learnings freely.
Failure	Converts automatically to non-exclusive, without notice or refund, on missing the commitment or fee for [TWO] consecutive periods, or on termination.
Sole-supply	This Schedule does not oblige Maiden to be Partner's sole supplier, nor Partner to buy solely from Maiden, unless expressly stated: [].

Schedule E - Supply framework

Binding / non-binding: [STATE]. If non-binding, this Schedule is an indicative basis for a future Supply Agreement and creates no obligation to buy or sell.

Indicative unit price	Tier 1 [1–__ units]: [] Tier 2 [__–__]: [] Tier 3 [__+]: []. Ex-works [LOCATION], excluding taxes and freight.
Price assumptions	Based on [BOM cost, magnet / steel / semiconductor prices, FX, MOQ, volume]. Revisable on [] days' notice if a stated assumption moves more than []%.
Price validity	[] months from Gate D5
MOQ / lead time	[] units / [] weeks from PO, subject to component availability
Forecasting	Rolling []-month forecast from Partner; first [] months binding.
Series warranty	[] months from delivery or [] operating hours, whichever first. Remedy limited to repair, replacement or refund of unit price. Excludes misuse, overload, modification, integration fault and use outside operating limits.
Availability / EOL	Per clause 3.11(b): [36] months availability, [12] months EOL notice, last-time-buy.
Most-favoured pricing	[Not granted] / [Partner shall not be charged more than __% above Maiden's best price to a customer of comparable volume in the same period.]

Schedule F - Change Note (form)

Change Note no. / date	
Requesting Party	
Description of change	
Clauses / Schedules affected	
Technical impact	
Impact on Target Specification / Acceptance Criteria	
Cost impact	
Schedule impact	
Risk impact	

Iteration count impact	
Approved - Maiden (name, title, signature, date)	
Approved - Partner (name, title, signature, date)	

Changes to Fees, IP, licence scope, liability, exclusivity or Term require authorised signatories, not technical leads (cl. 3.4(c)).

Schedule G - Key personnel

Party	Name / role	Commitment and replacement condition
Maiden	[NAME], [ROLE]	[]% allocation; replacement only on [] days' notice with equivalent qualification
Maiden	[NAME], [ROLE]	
Partner	[NAME], [ROLE]	
Partner	[NAME], [ROLE]	

Signatures

The Parties, acting by their authorised representatives, agree to be bound by this Agreement and its Schedules.

For MAIDEN ROBOTICS Legal entity: [] Name / title: [] Signature: _____ Date: _____	For PARTNER Legal entity: [] Name / title: [] Signature: _____ Date: _____
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Completion check: confirm legal names, CIN and signing authority; complete every bracketed field; sign Schedule A before any design work begins; decide whether Schedules D and E are binding; attach the NDA; confirm GST, withholding, stamp duty (Karnataka Stamp Act), insurance and site-safety requirements; obtain transaction-specific legal review before execution.