

**Professional Services Agreement**

between

**CARTWHEEL ROBOTICS, INC.**

and

**MERPHI**

dated as of

May 27, 2025

## Professional Services Agreement

This Professional Services Agreement (this "**Agreement**"), dated as of May 27, 2025 (the "**Effective Date**"), is by and between MERPHI AB, a Swedish limited liability company, with offices located at Karl Johansgatan 152, 414 58 Göteborg, Sweden (the "**Service Provider**") and Cartwheel Robotics Inc, a Delaware corporation with offices located at 6127 Reno Highway, Fallon NV. 89406 (the "**Customer**").

Customer desires to retain Service Provider to provide certain industrial design services upon the terms and conditions hereinafter set forth, and Service Provider is willing to perform such services.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Definitions

"**Action**" has the meaning set forth in Section 11.1.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

"**Authorized Service Recipients**" means the Persons identified as such in a Statement of Work.

"**Agreement**" has the meaning set forth in the preamble.

"**Change Order**" has the meaning set forth in Section 5.2.

"**Confidential Information**" means any information that is treated as confidential by a party, including but not limited to all non-public information about its business affairs, products or services, Intellectual Property Rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether disclosed orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential". Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

party's Confidential Information, (ii) permanently delete all of the other party's Confidential Information stored electronically in any form, including on computer systems, networks, and devices such as cell phones, and (iii) certify in writing to the other party that it has complied with the requirements of this clause; provided, however, that Customer may retain copies of any Confidential Information of Service Provider incorporated in the Deliverables or to the extent necessary to allow it to make full use of the Services and any Deliverables.

(c) In no event shall Customer be liable for any Service Provider Personnel termination costs arising from the expiration or termination of this Agreement.

6.5 Survival. The rights and obligations of the parties set forth in this Section 6 and Section 1, Section 8, Section 9, Section 11, Section 12, and Section 13, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

## 7. Fees and Expenses; Payment Terms

7.1 In consideration of the provision of the Services by the Service Provider and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Statement of Work. Payment to Service Provider of such fees and the reimbursement of expenses pursuant to this Section 8 shall constitute payment in full for the performance of the Services, and, Customer shall not be responsible for paying any other fees, costs, or expenses.

7.2 Where the Services are provided on a time and materials basis:

(a) the fees payable for the Services shall be calculated in accordance with Service Provider's hourly fee rates set forth in the applicable Statement of Work; and

(b) Service Provider shall issue invoices to Customer monthly in arrears for its fees for time for the immediately preceding month, calculated as provided in this Section 7.2, together with a detailed breakdown of any expenses for such month incurred in accordance with Section 7.4.

7.3 Where Services are provided for a fixed price, the total fees for the Services shall be the amount set out in the applicable Statement of Work. The total price shall be paid to Service Provider in installments, as set out in the Statement of Work, with each installment being conditional on Service Provider achieving the corresponding Project Milestone. On achieving a Project Milestone, Service Provider shall issue invoices to Customer for the fees that are then payable, together with a detailed breakdown of any expenses incurred in accordance with Section 7.4.

7.4 Service Provider shall issue invoices to Customer only in accordance with the terms of this Section, and Customer shall pay all properly invoiced amounts due to Service Provider within twenty-five (25) days after Customer's receipt of invoices, except for any

amounts disputed by Customer in good faith. All payments hereunder shall be in US dollars and made by check or wire transfer.

7.5 Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder. Any such taxes, duties, and charges currently assessed or which may be assessed in the future, that are applicable to the Services are for the Customer's account, and Customer hereby agrees to pay such taxes; *provided, that*, in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, Service Provider's income, revenues, gross receipts, personnel, or real or personal property or other assets.

7.6 Without prejudice to any other right or remedy it may have, Customer reserves the right to set off at any time any amount owing to it by Service Provider against any amount payable by Customer to Service Provider under this Agreement.

## 8. Intellectual Property Rights; Ownership

8.1 Except as set forth in Section 8.3, Customer is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables, including all Intellectual Property Rights therein. Service Provider agrees, and will cause its Service Provider Personnel to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a "work made for hire" for Customer. To the extent that any of the Deliverables do not constitute a "work made for hire", Service Provider hereby irrevocably assigns, and shall cause the Service Provider Personnel to irrevocably assign to Customer, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. The Service Provider shall cause the Service Provider Personnel to irrevocably waive, to the extent permitted by applicable Law, any and all claims such Service Provider Personnel may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of *droit moral* with respect to the Deliverables.

8.2 Upon Customer's request, Service Provider shall, and shall cause the Service Provider Personnel to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Customer to prosecute, register, perfect, or record its rights in or to any Deliverables.

8.3 Service Provider and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials, including all Intellectual Property Rights therein. Service Provider hereby grants Customer and the Authorized Service Recipients a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable (except in accordance with Section 13.7), non-sublicenseable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

MERPHI

By *M.H.M. Farimani*  
M.H.M. Farimani (May 28, 2025 12:12 GMT+2)

Name: Mehrdad H.M. Farimani

Title: Chief Technology Officer

Cartwheel Robotics, Inc.

By *Scott LaValley*

Name: Scott LaValley

Title: Chief Executive Officer

**Client:** Cartwheel Robotics Inc.  
**Offer sent:** 23-05-2025  
**Valid until:** 30-06-2025  
**Version:** 1.0

## Project Overview

### Design and marketing material for Yogi

#### Description

The goal of this project is to help Cartwheel Robotics establish a unique position in the humanoid robotics space through design. In the short term, the focus is on preparing for their upcoming fundraising round by developing a set of presentations, marketing communication assets, and high-quality renderings. In the long term, the project will support the evolution of a design concept that adapts to technical developments and effectively illustrates and communicates the value of the Yogi humanoid to future customers.

The initial phase of the project will begin immediately. The second phase and its deliverables will follow sequentially, in alignment with Cartwheel's technical development schedule.

#### The initial project will focus on:

- Getting an understanding of the humanoid and its value for the customer
- Visualization of the Yogi concept, renders and photomontage
- Review and enhance the pitch deck, from the marketing and UX perspective.
- Delivering demanded material continuously and on demand

#### Areas of work: (MERPHI oversees the QA)

- Pitch Deck (MERPHI & Cartwheel)
- Video product presentation (Modar & Cartwheel - review by MERPHI)
- Renders and product visualization (MERPHI)
- Website and marketing (Cartwheel & MERPHI)



## Phase 0: Preparations

- Reviewing the available information to build a deeper understanding of:
  - Cartwheel Robotics as a uniquely positioned company
  - The values Yogi facilitates for end customers
  - Existing design material to build upon
- Creating a style
  - Ideating different style options (Considering the current styles)
  - Iterating and selecting a style together with Cartwheel team

## Phase 1: Visualization creation and consultancy

- Suggesting concept minimal modifications (if any)
- Ideation for different renders and visualizations
- Review and iteration with Cartwheel team
- Selection of medium
  - Renders
  - Icon graphics
  - Animations & Motion graphics
  - Text and content
- Implementation of visualizations in the selected medium **(The amount is on demand)**
  - Pitch deck
  - Website
  - SoMe
  - Paper print

## Phase 2: Concept development (TBD)

- Gathering general and technical requirements
- Gathering user feedback
- CMF concepts and considerations
- DFM considerations
- DoF & Actuator alignment



www.merphi.se  
mehrddad@merphi.se

# MERPHI

Karl Johansgatan 152  
414 58 Göteborg

## PROPOSED TIMELINE

**Start date:** May 26th, 2025 (First meeting was on May 22nd)

## COST STRUCTURE

**(Fix monthly invoice, until the fund raising is completed)**

ACTIVITY		PRICE (SEK)
Phase 0, Phase 1 -	-	97 500
Phase 2 -	-	TBD
<b>Total fixed cost</b>	-	<b>97 500</b>
<b>Discount &amp; Deductions</b>	20%	<b>- 19 500</b>
Tax and additional		-
<b>Final price per month</b>		<b>78 000 (~ 8 163 USD)</b>

## TERMS

- Payment terms 25 calendar days.
- The payment will be fixed monthly until the fundraising is completed. The contract and pricing will be renegotiated afterward.
- All intellectual property rights, including but not limited to, designs, sketches, and renders, shall become the sole and exclusive property of Cartwheel Robotics Inc.
- Any additional work outside of the stated scope will be invoiced at an hourly rate of 850 SEK / hour ex VAT

## Digital Signatures

Scott LaValley  
CEO, Cartwheel Robotics

Mail:  
scott.lavalley@cartwheelrobotics.com

**Signature:**

*Scott LaValley*

Mehrdad H.M. Farimani  
CTO, MERPHI

Mail:  
mehrddad@merphi.se

**Signature:**

*M.H.M. Farimani*

M.H.M. Farimani | May 28, 2025 12:12 GMT+2










# 2025.05.27 MERPHI Professional Services Agreement

Final Audit Report

2025-05-28

Created:	2025-05-28
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