

YIRRA SYSTEMS

Curbsider Pty Ltd (trading as Yirra Systems)

REPLICANT GEN 1

Commercial Partner Agreement

Version 1.0 | April 2026

Licensor	Curbsider Pty Ltd (trading as Yirra Systems), a company incorporated in Victoria, Australia ("Yirra Systems")
Contact	business@yirrasystems.com
Website	docs.yirrasystems.com
Product	Replicant GEN 1 open drone platform
Effective Date	The date on which the Partner completes the online enrolment form at docs.yirrasystems.com/partner (the "Enrolment Date")
Governing Law	Victoria, Australia

About this Agreement

This Commercial Partner Agreement ("CPA") creates a straightforward commercial relationship between you and Yirra Systems. It is designed to be self-service: you enrol online, choose your tier, and start shipping — no negotiation required.

The CPA sits between the free CERN-OHL-W-2.0 open hardware licence (for non-commercial use) and the Master Commercial Hardware Licence Agreement (MCLA) reserved for bespoke or high-volume arrangements. If your use does not fit any partner tier, contact us at business@yirrasystems.com to discuss an MCLA.

1. Definitions

In this Agreement, unless the context otherwise requires:

"Agreement" means this Commercial Partner Agreement, including all Schedules, as completed by the Partner at enrolment.

"Curbsider Pty Ltd" means the company incorporated under Australian law with ABN 12 646 532 569, trading as Yirra Systems.

"Design Files" means the hardware design files, schematics, PCB layouts, firmware source code, bill of materials, and related documentation made available by Yirra Systems for the Product.

"Effective Date" means the Enrolment Date recorded in the online enrolment system upon successful completion of Schedule C.

"Fee Schedule" means the fee schedule in Schedule A, as may be updated by Yirra Systems on not less than 90 days' written notice to take effect at the start of the next Renewal Year.

"Good Standing Certificate" means a certificate issued by Yirra Systems confirming that the Partner is enrolled under this Agreement, is current in its payment obligations, and has submitted all required Quarterly Reports.

"Licensed Product" means any hardware unit incorporating or derived from the Design Files that the Partner manufactures, assembles, or sells under this Agreement.

"Partner" means the individual or legal entity that completes the online enrolment form and is identified as such in Schedule C.

"Partner Benefits" means the benefits described in Schedule B applicable to the Partner's Tier.

"Partner Mark" means the "Powered by Yirra Systems" certification mark and associated branding assets made available by Yirra Systems to Partners in Good Standing.

"Partner Portal" means the online portal accessible at docs.yirrasystems.com/partner through which the Partner manages its account, submits reports, and accesses Design Files.

"Quarterly Report" means a royalty and production report submitted by the Partner within 14 days after the end of each calendar quarter, itemising units manufactured and sold.

"Tier" means the partner tier selected by the Partner (Maker, Commercial, or Scale) as specified in the Fee Schedule and elected in Schedule C.

"Year" means each 12-month period commencing on the Effective Date and on each anniversary thereof (each a "Renewal Year").

2. Enrolment and Tier Selection

2.1 Self-Service Enrolment.

This Agreement is formed electronically when the Partner completes the online enrolment form at docs.yirrasystems.com/partner, selects a Tier, accepts these terms by ticking the acknowledgement checkbox, and receives a system-generated confirmation email from Yirra Systems ("Enrolment Confirmation"). No signature or counter-signature by Yirra Systems is required.

2.2 Tier Selection.

The Partner must select one Tier at enrolment. The available Tiers and their associated fees and unit caps are set out in Schedule A. The Partner may upgrade its Tier at any time by updating its selection in the Partner Portal, with the new Tier applying from the first day of the following calendar month. Tier downgrades take effect at the commencement of the next Renewal Year.

2.3 Eligibility.

By completing enrolment, the Partner represents that: (a) it is at least 18 years of age or, if a legal entity, duly incorporated and in good standing; (b) it has authority to bind itself or its organisation to this Agreement; and (c) its proposed use of the Design Files is within the unit cap of the selected Tier.

2.4 One Agreement Per Entity.

Each legal entity may hold only one active enrolment under this Agreement. Subsidiaries and related bodies corporate must each enrol separately. Multiple enrolments by a single entity or its associated entities to circumvent unit caps constitute a material breach.

3. Licence Grant

3.1 Commercial Licence.

Subject to the Partner's compliance with this Agreement, Yirra Systems grants the Partner a non-exclusive, non-transferable, revocable licence, limited to the scope of the Partner's selected Tier, to:

- (a) access, use, and modify the Design Files for the purpose of manufacturing Licensed Products;
- (b) manufacture, have manufactured, market, distribute, and sell Licensed Products up to the annual unit cap for the Partner's Tier;
- (c) use the Partner Mark on Licensed Products, packaging, and marketing materials in accordance with the Yirra Systems Partner Mark Usage Guidelines published on the Partner Portal; and
- (d) identify itself publicly as a "Yirra Systems Commercial Partner" for the duration of this Agreement, provided the Partner is in Good Standing.

3.2 Restrictions.

The Partner must not:

- (a) manufacture or sell Licensed Products in excess of the annual unit cap for its Tier without first upgrading to a higher Tier;
- (b) sublicense, transfer, assign, or purport to grant any rights under the Design Files to any third party except as permitted under clause 3.3;
- (c) use the Partner Mark after expiry or termination of this Agreement, or while not in Good Standing;
- (d) misrepresent the nature or origin of Licensed Products or imply endorsement beyond what is expressly permitted; or
- (e) remove, alter, or obscure any proprietary notices or attribution statements embedded in the Design Files.

3.3 Contract Manufacture.

The Partner may engage a third-party contract manufacturer to manufacture Licensed Products on its behalf, provided that: (a) the Partner remains solely responsible for all obligations under this Agreement; (b) the contract manufacturer is not granted any rights in the Design Files beyond what is strictly necessary for manufacture; and (c) the Partner ensures the contract manufacturer is bound by confidentiality obligations at least as protective as those in clause 10.

3.4 No Other Rights.

All rights not expressly granted in this Agreement are reserved by Yirra Systems. This Agreement does not grant the Partner any rights in Yirra Systems' trade marks (other than the Partner Mark as specified in clause 3.1(c)), patents, copyright, or other intellectual property, except as expressly stated.

4. Fees and Payment

4.1 Annual Platform Fee.

The Partner must pay the Annual Platform Fee for its selected Tier, as specified in Schedule A, within 14 days of the Effective Date and on each anniversary thereafter. The Annual Platform Fee is non-refundable except as expressly stated in clause 13.3.

4.2 Per-Unit Royalty.

In addition to the Annual Platform Fee, the Partner must pay the per-unit royalty specified in Schedule A for each Licensed Product manufactured or sold during each calendar quarter. Royalties are due and payable within 14 days after submission of the Quarterly Report for the relevant quarter.

4.3 Quarterly Reporting and Payment.

Within 14 days after the end of each calendar quarter, the Partner must submit a Quarterly Report through the Partner Portal and pay all royalties owing for that quarter. The Quarterly Report must include the total number of units manufactured, the total number of units sold, the cumulative year-to-date total, and a royalty calculation.

4.4 Late Payment.

Amounts not paid by the due date accrue interest at the rate of 10% per annum (calculated daily, compounded monthly) from the due date until the date of payment. Yirra Systems reserves the right to suspend Partner Benefits and revoke the Good Standing Certificate if payment is overdue by more than 30 days.

4.5 Currency and Taxes.

All fees are expressed in Australian dollars (AUD) exclusive of GST. Where GST applies, Yirra Systems will issue a tax invoice and the Partner must pay GST in addition to the stated fee. The Partner is responsible for all other taxes, duties, or levies applicable in its jurisdiction.

4.6 Fee Adjustments.

Yirra Systems may adjust the Fee Schedule on not less than 90 days' written notice to the Partner, with any adjustment taking effect at the start of the Partner's next Renewal Year. The Partner may terminate this Agreement without penalty within 30 days of receiving such notice if it does not accept the adjusted fees, by providing written notice to Yirra Systems.

4.7 Unit Cap Overages.

If the Partner manufactures or sells Licensed Products in excess of its annual unit cap in a Renewal Year, Yirra Systems may at its election: (a) require the Partner to upgrade to the next Tier (with retroactive application of the higher per-unit royalty to units in excess of the original cap); or (b) invoice the excess units at 150% of the current-Tier per-unit royalty rate. Repeated overages constitute grounds for termination under clause 14.2.

5. Partner Obligations

5.1 Compliance Submissions.

Prior to first commercial sale of a Licensed Product, and upon any material change to the Licensed Product design, the Partner must submit design documentation through the Partner Portal for compliance review. Yirra Systems will review submissions within the SLA applicable to the Partner's Tier (see Schedule B) and issue written approval or a list of required modifications. The Partner must not commence commercial sales until written approval is received.

5.2 Attribution and Marking.

The Partner must include the following attribution on or within each Licensed Product or its accompanying documentation: "This product incorporates hardware design elements from the Replicant GEN 1 platform, developed by Yirra Systems (yirrasystems.com), licensed under the Yirra Systems Commercial Partner Agreement." The precise form of attribution may be adapted to the product format provided the required elements are present.

5.3 Partner Mark Usage.

The Partner Mark may only be used by Partners in Good Standing. Use of the Partner Mark is subject to the Yirra Systems Partner Mark Usage Guidelines as updated from time to time and published on the Partner Portal. The Partner must not modify, distort, or combine the Partner Mark with other marks in a way that creates confusion as to its source. Upon loss of Good Standing or termination of this Agreement, the Partner must immediately cease use of the Partner Mark.

5.4 Quarterly Reports.

The Partner must submit Quarterly Reports within 14 days after the end of each calendar quarter (31 March, 30 June, 30 September, 31 December). A nil report must be submitted for any quarter in which no units were manufactured or sold. Failure to submit a Quarterly Report within 14 days of the due date constitutes a breach that may result in suspension of Good Standing.

5.5 Record-Keeping.

The Partner must maintain accurate records of all Licensed Products manufactured and sold, including batch records, serial numbers (if applicable), customer records, and royalty calculations, for a minimum period of five years from the date of manufacture or sale. Records must be maintained in a form that can be made available for audit under clause 5.6.

5.6 Audit Rights.

Yirra Systems may, on not less than 14 days' written notice, conduct an audit of the Partner's records relating to this Agreement, at Yirra Systems' cost, provided that: (a) audits may not occur more than once per Renewal Year unless a prior audit revealed a shortfall of 10% or more; (b) audits are conducted during normal business hours; and (c) any auditor engaged by Yirra Systems must be bound by confidentiality obligations. If an audit reveals an underpayment of more than 5%, the Partner must pay the shortfall within 30 days plus interest under clause 4.4, and Yirra Systems may recover the reasonable cost of the audit from the Partner.

5.7 Notification of Changes.

The Partner must notify Yirra Systems within 14 days of: (a) any change to its legal name, trading name, or registered address; (b) any material change to its ownership or control; (c) any insolvency event; or (d) any claim, proceeding, or notice received by the Partner that may affect its ability to perform its obligations under this Agreement.

6. Partner Benefits

6.1 Entitlement.

A Partner in Good Standing is entitled to the Partner Benefits applicable to its selected Tier as set out in Schedule B. Partner Benefits are provided on a best-efforts basis and do not form part of the core commercial terms of this Agreement.

6.2 Good Standing.

A Partner is in Good Standing if: (a) the Annual Platform Fee is current; (b) no Quarterly Report is overdue by more than 14 days; (c) no undisputed royalty payment is overdue by more than 30 days; and (d) no material breach notice under clause 14.2 is outstanding and unremedied. Yirra Systems may issue or revoke a Good Standing Certificate upon request or automatically through the Partner Portal.

6.3 Good Standing Certificate.

Partners in Good Standing may request a Good Standing Certificate from the Partner Portal at any time. The Good Standing Certificate may be used in the Partner's sales and marketing materials and submitted to customers or regulatory bodies as evidence of the Partner's licensed status. The Good Standing Certificate is time-limited and will state its expiry date.

6.4 Design File Access.

Commercial and Scale tier Partners in Good Standing are entitled to access current design files (including pre-release files, where applicable) through the Partner Portal. Design Files accessed under this clause are subject to clause 10 (Confidentiality) and may not be further disclosed.

6.5 Modification of Benefits.

Yirra Systems may modify the Partner Benefits described in Schedule B on not less than 60 days' notice. Modifications that materially diminish a Partner's core entitlements entitle the Partner to terminate this Agreement on 30 days' notice without penalty.

7. Intellectual Property

7.1 Retained Ownership.

Yirra Systems retains all intellectual property rights in the Design Files, the Product, the Partner Mark, and all associated documentation. Nothing in this Agreement transfers ownership of any intellectual property to the Partner.

7.2 Partner Modifications.

Where the Partner modifies the Design Files to create derivative hardware designs ("Partner Modifications"), the Partner owns the Partner Modifications to the extent they constitute original works, subject to the following: (a) the underlying Design Files remain the property of Yirra Systems; (b) the Partner grants Yirra Systems a perpetual, worldwide, royalty-free licence to use Partner Modifications for internal research and development purposes; and (c) Partner Modifications that are distributed or sold remain subject to the attribution and compliance obligations in clause 5.

7.3 No Challenge.

The Partner must not, during the term of this Agreement or for two years after termination, challenge or assist any third party to challenge the validity, enforceability, or ownership of Yirra Systems' intellectual property rights in the Design Files or the Product.

7.4 Feedback.

If the Partner provides Yirra Systems with feedback, suggestions, or improvement ideas regarding the Product or Design Files ("Feedback"), Yirra Systems may use, disclose, and incorporate the Feedback into future products without obligation, payment, or attribution to the Partner. The Partner grants Yirra Systems a perpetual, worldwide, royalty-free, irrevocable licence to use and sublicense Feedback for any purpose.

8. Confidentiality

8.1 Confidential Information.

Each party may receive confidential information of the other party in connection with this Agreement. For Yirra Systems, Confidential Information includes pre-release Design Files, pricing structures not publicly listed, internal roadmaps, and audit findings. For the Partner, Confidential Information includes its production volumes, customer lists, and royalty payment details.

8.2 Obligations.

Each party must: (a) hold the other's Confidential Information in confidence using at least the same care it uses for its own confidential information (and not less than reasonable care); (b) not disclose Confidential Information to any person except its employees, contractors, or advisers who need to know for the purposes of this Agreement and are bound by equivalent confidentiality obligations; and (c) not use Confidential Information for any purpose other than performing its obligations or exercising its rights under this Agreement.

8.3 Exceptions.

The obligations in clause 8.2 do not apply to information that: (a) is or becomes publicly available other than through a breach of this Agreement; (b) was known to the receiving party before disclosure; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (d) is required to be disclosed by law, court order, or a regulatory body, provided the receiving party gives prompt written notice to the disclosing party (to the extent permitted) and cooperates with any attempt by the disclosing party to seek a protective order.

8.4 Survival.

The confidentiality obligations in this clause 8 survive termination or expiry of this Agreement for a period of three years.

9. Warranties and Disclaimer

9.1 Partner Warranties.

The Partner represents and warrants that: (a) it has the legal capacity and authority to enter into and perform this Agreement; (b) its performance of this Agreement does not conflict with any other agreement or obligation binding on it; (c) Licensed Products will comply with all applicable laws, standards, and regulations in each jurisdiction in which they are sold or used; and (d) it will obtain and maintain all permits, licences, and certifications required for the manufacture and sale of Licensed Products.

9.2 Yirra Systems Disclaimer.

THE DESIGN FILES AND ALL ASSOCIATED MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YIRRA SYSTEMS EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, OR NON-INFRINGEMENT. YIRRA SYSTEMS DOES NOT WARRANT THAT THE DESIGN FILES ARE FREE FROM ERRORS, THAT LICENSED PRODUCTS BUILT FROM THEM WILL PERFORM IN ANY PARTICULAR WAY, OR THAT THE DESIGN FILES COMPLY WITH ANY SPECIFIC REGULATORY STANDARD. THE PARTNER ASSUMES ALL RISK IN SELECTING AND USING THE DESIGN FILES.

Nothing in clause 9.2 limits any rights the Partner may have under the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)) that cannot lawfully be excluded.

10. Limitation of Liability

10.1 Exclusion of Consequential Loss.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YIRRA SYSTEMS IS NOT LIABLE TO THE PARTNER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE, OR LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS OPPORTUNITY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF YIRRA SYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS.

10.2 Cap.

To the maximum extent permitted by law, Yirra Systems' total aggregate liability to the Partner arising out of or in connection with this Agreement (whether in contract, tort, statute, or otherwise) is limited to the total fees paid by the Partner to Yirra Systems under this Agreement in the 12 months immediately preceding the event giving rise to the claim.

10.3 Indemnity by Partner.

The Partner indemnifies Yirra Systems against all claims, losses, damages, costs (including reasonable legal costs), and expenses incurred by Yirra Systems arising out of or in connection with: (a) any breach of this Agreement by the Partner; (b) any defect in a Licensed Product arising from the Partner's manufacturing process, modifications, or materials selection; (c) the Partner's failure to comply with applicable laws or product safety requirements; or (d) any claim by a third party arising from the Partner's sale or distribution of Licensed Products.

10.4 Mitigation.

Each party must take reasonable steps to mitigate any loss or damage it suffers.

11. Export Control and Sanctions

11.1 Compliance.

The Partner acknowledges that the Design Files and Licensed Products may be subject to Australian export control laws (including the Defence Export Controls framework), United States Export Administration Regulations, and the export control laws of other jurisdictions. The Partner is solely responsible for obtaining any export licences or approvals required for the export, re-export, or transfer of Licensed Products and must comply with all applicable export control and sanctions regimes.

11.2 No Restricted Party Sales.

The Partner must not sell, transfer, or otherwise provide Licensed Products to any person or entity that is: (a) listed on any Australian, US, UN, or EU sanctions or restricted party list; (b) located in a jurisdiction subject to comprehensive trade sanctions; or (c) known by the Partner to intend to use Licensed Products in a prohibited end-use (including weapons of mass destruction programmes).

12. Term and Renewal

12.1 Initial Term.

This Agreement commences on the Effective Date and continues for one year (the "Initial Term"), unless terminated earlier in accordance with clause 13.

12.2 Automatic Renewal.

At the end of the Initial Term and each Renewal Year, this Agreement automatically renews for a further 12-month period, unless either party gives written notice of non-renewal at least 30 days before the end of the then-current term. Renewal is conditional on the Partner being in Good Standing and payment of the Annual Platform Fee for the new Renewal Year.

12.3 No-Renewal Notice.

A no-renewal notice must be submitted through the Partner Portal or by email to business@yirrasystems.com. Yirra Systems will acknowledge receipt within 5 business days. Upon expiry of the Agreement following a no-renewal notice, clause 13.4 (post-termination obligations) applies.

13. Termination

13.1 Termination for Convenience by Partner.

The Partner may terminate this Agreement at any time on 30 days' written notice. No refund of the Annual Platform Fee is payable upon voluntary termination, except that if the Partner terminates within 30 days of receiving notice of a fee increase under clause 4.6, a pro-rata refund of the unused portion of the Annual Platform Fee will be provided.

13.2 Termination for Material Breach.

Either party may terminate this Agreement with immediate effect by written notice if the other party: (a) commits a material breach and, where the breach is capable of remedy, fails to remedy it within 30 days of receiving written notice identifying the breach; or (b) commits a material breach that is incapable of remedy. Material breaches by the Partner include, without limitation: exceeding the unit cap by more than 20%, failure to submit two or more consecutive Quarterly Reports, underpayment of royalties by more than 10% in any year as confirmed by audit, misuse of the Partner Mark, or breach of the restrictions in clause 11.

13.3 Termination for Insolvency.

Either party may terminate this Agreement immediately by written notice if the other party: (a) enters liquidation, administration, or receivership; (b) is subject to a winding-up order; (c) makes an arrangement with creditors; or (d) is unable to pay its debts as and when they fall due.

13.4 Termination by Yirra Systems for Convenience.

Yirra Systems may terminate this Agreement for convenience on 90 days' written notice. In that event, Yirra Systems will refund the pro-rata unused portion of the Annual Platform Fee and the Partner will have a 90-day sell-off period under clause 14.2.

14. Post-Termination Obligations

14.1 Cessation of Rights.

On the date of termination or expiry of this Agreement, all rights granted to the Partner under this Agreement immediately cease, subject only to clause 14.2.

14.2 Sell-Off Period.

Where this Agreement expires by non-renewal or is terminated by Yirra Systems under clause 13.4, the Partner has a 90-day period from the termination date to sell Licensed Products that were in stock or in production at the date of termination, provided that: (a) the Partner pays all applicable royalties for units sold during the sell-off period; (b) the Partner continues to comply with attribution and marking requirements; and (c) the Partner submits a final Quarterly Report within 14 days of the end of the sell-off period. No sell-off period applies where the Agreement is terminated for the Partner's breach.

14.3 Return or Destruction of Materials.

Upon termination or expiry, the Partner must promptly: (a) cease all use of the Partner Mark; (b) remove any Partner Mark from its websites, marketing materials, and product listings (subject to the sell-off period in clause 14.2); (c) if requested by Yirra Systems, certify in writing that it has deleted or destroyed all copies of pre-release or current Design Files accessed under clause 6.4; and (d) return any Confidential Information of Yirra Systems in its possession.

14.4 Survival.

Clauses 7 (Intellectual Property), 8 (Confidentiality), 10 (Limitation of Liability), 14 (Post-Termination Obligations), 15 (Dispute Resolution), and 16 (General Provisions), together with any accrued payment obligations, survive termination or expiry of this Agreement.

15. Dispute Resolution

15.1 Informal Resolution.

If a dispute arises in connection with this Agreement, a party must give the other party written notice identifying the nature of the dispute. The parties must attempt in good faith to resolve the dispute within 20 business days of the notice (or such longer period as they agree in writing).

15.2 Mediation.

If the dispute is not resolved within the period in clause 15.1, either party may refer the dispute to mediation administered by the Victorian Bar Mediation Centre or LEADR & IAMA (at the referring party's election), with the mediator to be agreed between the parties or, failing agreement within 10 business days, appointed by the administering body. The costs of mediation are shared equally unless otherwise agreed.

15.3 Litigation.

If the dispute is not resolved by mediation within 30 days of the appointment of the mediator, either party may commence proceedings in the courts of Victoria, Australia. Nothing in this clause prevents a party from seeking urgent injunctive or other equitable relief.

16. General Provisions

16.1 Governing Law.

This Agreement is governed by the laws of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of the courts of Victoria.

16.2 Entire Agreement.

This Agreement (including its Schedules) constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions, representations, and agreements relating to that subject matter. Any prior open-source licence (including CERN-OHL-W-2.0) previously relied upon by the Partner for commercial use is superseded by and merged into this Agreement upon the Effective Date in respect of the Partner's commercial activities.

16.3 Amendments.

Yirra Systems may update the standard terms of this Agreement from time to time. Yirra Systems will notify Partners of material amendments at least 60 days before they take effect. If a Partner does not accept the amendments, it may terminate this Agreement on 30 days' notice before the amendments take effect. Continued participation in the Partner Program after the effective date of amendments constitutes acceptance.

16.4 No Assignment.

The Partner may not assign, transfer, novate, or otherwise deal with its rights or obligations under this Agreement without Yirra Systems' prior written consent, which must not be unreasonably withheld where the assignment is to a wholly owned subsidiary or in connection with a sale of all or substantially all of the Partner's business. Yirra Systems may assign or novate this Agreement to a related body corporate or in connection with a business sale without the Partner's consent.

16.5 Waiver.

A failure or delay by a party to exercise a right or remedy does not constitute a waiver of that right or remedy. A waiver of a right or remedy must be in writing and is limited to the specific instance for which it is given.

16.6 Severance.

If any provision of this Agreement is or becomes illegal, invalid, or unenforceable, that provision is severed from the Agreement to the minimum extent necessary, and the remaining provisions continue in full force.

16.7 Notices.

Notices under this Agreement must be in writing and sent by: (a) email to business@yirrasystems.com (for Yirra Systems) or to the email address recorded in the Partner's Partner Portal account (for the Partner); or (b) prepaid post to the party's registered address. Email notices are deemed received on the next business day after sending (unless the sender receives a delivery failure notification). Postal notices are deemed received on the third business day after posting.

16.8 Relationship of Parties.

The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, employment relationship, agency, or franchise between the parties. The Partner has no authority to bind Yirra Systems or to represent itself as an agent of Yirra Systems.

16.9 Further Assurances.

Each party must promptly execute all documents and take all actions that are reasonably necessary to give effect to this Agreement.

16.10 Counterparts and Electronic Execution.

This Agreement may be entered into electronically by completing the online enrolment process in Schedule C. Electronic acceptance has the same legal effect as a handwritten signature under the Electronic Transactions Act 1999 (Cth) and the Electronic Transactions (Victoria) Act 2000 (Vic).

SCHEDULE A

Fee Schedule

Current as of 1 April 2026 — subject to 90 days' notice of adjustment

The following fees apply to each Partner Tier. All amounts are in Australian dollars (AUD) and are exclusive of GST.

	MAKER	COMMERCIAL	SCALE
Best for	Hobbyists & small-run makers (\leq 25 units/yr)	SMEs & integrators (26–500 units/yr)	Volume manufacturers (501 + units/yr)
Annual platform fee	AUD \$1,100 / yr	AUD \$4,500 / yr	AUD \$13,500 / yr
Per-unit royalty	AUD \$20 / unit	AUD \$15 / unit	AUD \$9 / unit
Unit cap	25 units / yr	500 units / yr	Unlimited
Good Standing Certificate	✓	✓	✓
"Powered by Yirra" mark licence	✓	✓	✓
Partner directory listing	Basic	Full	Featured
Compliance review SLA	5 business days	3 business days	1 business day
Current design-file access	—	✓	✓
Early-access hardware releases	—	—	✓
Dedicated partner contact	—	—	✓

Unit counts are cumulative across the Renewal Year. A unit is counted once upon manufacture (whether or not sold). If the Partner exceeds its annual unit cap, clause 4.7 applies.

Fees are payable by bank transfer to the account notified by Yirra Systems, or by credit card through the Partner Portal. Yirra Systems will issue a tax invoice for each payment.

SCHEDULE B

Partner Benefits

Entitlements for Partners in Good Standing

The following benefits are available to Partners based on their selected Tier, provided the Partner is in Good Standing as defined in clause 6.2.

Benefit	MAKER	COMMERCIAL	SCALE
Good Standing Certificate	✓	✓	✓
"Powered by Yirra Systems" mark licence	✓	✓	✓
Partner directory listing	Basic	Full	Featured
Compliance submission review SLA	5 business days	3 business days	1 business day
Access to current production design files	—	✓	✓
Early-access pre-release hardware updates	—	—	✓
Dedicated partner contact (direct email)	—	—	✓
Priority compliance review queue	—	✓	✓
Partner Portal access (reports, certificates, files)	✓	✓	✓

A Good Standing Certificate can be downloaded from the Partner Portal at any time. It confirms your enrolled tier, validity period, and authorised unit cap — use it in your sales collateral, tender submissions, or customer-facing documentation.

Partner directory listings appear on docs.yirrasystems.com/partners. Basic listings include name and website. Full listings add a product description and logo. Featured listings are highlighted entries at the top of the directory with extended product detail.

B2 — Partner Battery Pricing

Partners in Good Standing are entitled to purchase Replicant GEN 1 compatible battery packs at the preferential prices set out below. Battery pricing is exclusive of GST and shipping. Yirra Systems reserves the right to adjust partner battery pricing on not less than 90 days' written notice.

	Non-partner (list)	MAKER	COMMERCIAL	SCALE
Battery pack price (AUD / unit)	\$229	\$175	\$149	\$125

Saving vs list price	—	Save \$54 / unit	Save \$80 / unit	Save \$104 / unit
Discount off list	—	24% off	35% off	45% off
Licence fee recovered at (units)	—	21 units	57 units	130 units

The licence fee pays for itself in battery savings alone.

A Maker partner building 25 units per year saves \$1,350 on batteries — more than the \$1,100 annual licence fee. A Commercial partner at 100 units saves \$8,000 on batteries against a \$4,500 licence. From the point the savings exceed the fee, every additional battery purchased at partner pricing is a direct reduction in build cost.

Battery savings are in addition to — not instead of — platform access, Good Standing certification, compliance support, and design file entitlements.

Kits and additional platform components are available to Partners at preferential pricing consistent with the discount tiers above. Current kit pricing is published in the Partner Portal. Yirra Systems may introduce additional partner-priced components as the platform develops.

SCHEDULE C

Online Enrolment Form

Complete this form at docs.yirrasystems.com/partner — or use this paper version for your records

This form is provided for reference only. Enrolment is completed online at docs.yirrasystems.com/partner. Electronic acceptance has the same legal effect as a handwritten signature under the Electronic Transactions Act 1999 (Cth).

PART 1 — PARTNER DETAILS

Legal entity name (if company) or full name (if individual)

e.g. ACME Drones Pty Ltd

Trading name (if different)

e.g. AcroDrones

ACN / ABN (if Australian entity)

e.g. 123 456 789

Registered address (street, city, state, postcode, country)

Full registered address

Primary contact name

First and last name

Primary contact email

email@example.com

Primary contact phone

+61 X XXXX XXXX

Website (optional)

https://

PART 2 — TIER SELECTION

Select the tier that matches your expected production volume for the coming year:

Selec t	Tier	Annual Platform Fee	Per-Unit Royalty	Annual Unit Cap
<input type="checkbox"/>	MAKER	AUD \$1,100	AUD \$20 / unit	25 units
<input type="checkbox"/>	COMMERCIAL	AUD \$4,500	AUD \$15 / unit	500 units
<input type="checkbox"/>	SCALE	AUD \$13,500	AUD \$9 / unit	Unlimited

Estimated annual unit volume:

Number of Licensed Products you expect to manufacture in the first Renewal Year
e.g. 12 units

Brief description of intended use / product:

Describe the Licensed Product and its intended application

PART 3 — ACKNOWLEDGEMENTS

By completing enrolment, the Partner confirms each of the following:

- I have read and agree to be bound by the Yirra Systems Commercial Partner Agreement Version 1.0, including all Schedules.
- I understand that the Annual Platform Fee is non-refundable except as stated in clauses 4.6 and 13.4.
- I understand that I must submit Quarterly Reports within 14 days after the end of each calendar quarter and pay royalties within 14 days of each report.
- I acknowledge that the Design Files are provided "as is" and that Yirra Systems makes no warranty as to the fitness of Licensed Products for any particular purpose.
- I understand that my Good Standing Certificate and right to use the "Powered by Yirra Systems" mark are conditional on remaining current in all payment and reporting obligations.
- I confirm that the information I have provided in this form is accurate and complete, and I will notify Yirra Systems within 14 days of any material change.

PART 4 — SIGNATURE (PAPER VERSION ONLY)

Signed by Partner	
Full name	
Title / capacity	
Date	
For Yirra Systems (receipt)	business@yirrasystems.com — no counter-signature required for electronic enrolment

Next Steps After Enrolment

1. You will receive an Enrolment Confirmation email within a few minutes of completing the online form.
2. An invoice for your Annual Platform Fee will be attached to the Enrolment Confirmation. Payment is due within 14 days.
3. Once payment is confirmed, your Partner Portal account will be activated and your first Good Standing Certificate will be available for download.
4. Submit your first compliance review through the Partner Portal before commencing commercial sales.
5. Questions? Contact us at business@yirrasystems.com — we aim to respond within 2 business days.