MEMORANDUM OF UNDERSTANDING (MOU)

ON STRATEGIC COOPERATION FOR AI-DRIVEN SUPPLY CHAIN MONITORING

Date: Dec 23th, 2025

BETWEEN:

Party A: ItracXing Technology Co., Ltd.（準旺科技股份有限公司） A company organized and existing under the laws of Taiwan (R.O.C.). (Hereinafter referred to as "**ItracXing**")

AND

Party B: Arviem AG A company organized and existing under the laws of Switzerland, with fully owned daughter companies in America, Germany and Greece and Institutional Partners in Singapore and Vietnam(Hereinafter referred to as "**Arviem**")

(ItracXing and Arviem are hereinafter collectively referred to as the "**Parties**".)

1. BACKGROUND & OBJECTIVE

WHEREAS, ItracXing is applying for the "A+ Enterprise Innovation R&D Program – AI Application Enhancement Project" (hereinafter "The Project") supported by the Ministry of Economic Affairs (MOEA), Taiwan, with the project title: "AI Smart Supply Chain Risk Prediction and Communication Integration System Development";

WHEREAS, Arviem is a global leader in real-time cargo monitoring and supply chain visibility IoT solutions, services and products ;

WHEREAS, the Parties desire to establish a strategic partnership to jointly develop, validate, and commercialize AI-driven logistics solutions. .

NOW, THEREFORE, the Parties agree as follows:

2. SCOPE OF COOPERATION

The cooperation shall cover two phases to ensure both the successful submission of the proposal and the subsequent execution of the Project.

Project Execution & Field Validation (Jan 1, 2026 – Jun 30, 2027)

Subject to the approval of the MOEA grant, the Parties agree to collaborate on the following technical and operational tasks:

1. **International Testbed (Field Validation):**

- Arviem shall provide access to global shipping routes and logistics scenarios to serve as the "International Testbed" for the Project.
- This includes validating ItracXing's "Smart TOTE" devices and Arviem's "AI-MaaS" platform in real-world cross-border environments.

2. **Data Collaboration & AI Model Training:**

- Arviem agrees to share relevant historical and real-time logistics data (including but not limited to sensor logs, GPS tracks, and event records) to support the training of Arviem/ItracXing AI models.
- Target Models:
- RUL: Remaining Useful Life prediction.
- Customer incident Reporting: automated and on Demand incident reporting to customers
- Anomaly Detection: Environmental (Temp/Humidity) risk prediction.
- Route Risk: Theft and route deviation detection.

3. **Market Pilot & Commercialization:**

- Upon successful validation, Arviem will evaluate the adoption of the developed AI solutions for its global customer base.
- Joint marketing activities (e.g., CES 2026) to showcase the Project results.

3. ROLES & RESPONSIBILITIES

- **ItracXing:**

- Co-lead the R&D of core AI algorithms).

- Develop the "Smart TOTE" hardware.

- Ensure compliance with MOEA requirements and project deliverables.

- **Arviem:**

- Co-lead the R&D of core AI algorithms

- Develop the "AI-MaaS" solutions

- Provide domain expertise, client use cases, feedback and EU market requirements.

- Facilitate field testing and data access.

- .

4. INTELLECTUAL PROPERTY (IP)

To comply with MOEA subsidy requirements regarding autonomous technology development:

1. **Background IP:** All IP existing prior to this Project remains the property of the respective owner.
2. **Foreground IP:**

- Ownership. Any Foreground that is generated solely by or on behalf of one Participant shall be exclusively owned by that Participant and that Participant shall be responsible for securing ownership of such Foreground.
- Joint ownership. Any Foreground generated by or on behalf of more than one Participant and for which Foreground it is not possible to (i) establish the respective contribution of each Participant, or (ii) separate their contribution for the purpose of applying for, obtaining or maintaining protection of the Foreground, shall be jointly owned by such Participants. Each such Participant shall have an equal and undivided interest in such joint Foreground.
- Disclosing the Foreground. Each Participant shall promptly disclose in confidence to the Project Coordinator all Foreground generated by it during the term of this Consortium Agreement. The Project Coordinator shall further disclose such Foreground in confidence to the other Participants by providing a bi-annual report on generated Foreground.
- Exploitation of the Foreground. Each Participant shall have the right to exploit such Foreground solely owned by it. Each Participant that owns joint Foreground shall be entitled to use the jointly owned Foreground, unless otherwise agreed in a joint ownership agreement to be concluded between the joint owners before any exploitation of Foreground takes place.

3. **MOEA / ItracXing safeguard:** Notwithstanding the foregoing, the Parties acknowledge that, in order to comply with the policy objectives and subsidy requirements of the Taiwan MOEA A+ program, the Taiwanese applicant ItracXing must retain sufficient rights to use, further develop and commercialise Project Foreground in the field of logistics AI monitoring and AI-MaaS services. Accordingly, with respect to any Foreground IP (including jointly owned Foreground IP) that is necessary to achieve the objectives of the MOEA-funded Project, the Parties agree to grant ItracXing a non-exclusive, irrevocable licence, on commercially reasonable terms to be agreed in separate commercial arrangements, to exploit such Foreground IP for commercialisation in Taiwan and, where appropriate, internationally.
4. **Data rights:** Raw data provided by Arviem remains the property of Arviem. For the duration of this MOU, ItracXing is granted a licence to use such data solely for the purposes of this Project, including model training, evaluation and improvement, in accordance with applicable data protection and confidentiality obligations. The Parties acknowledge that trained models and derived insights resulting from the lawful use of such data under this MOU may form part of the Project Foreground and, where applicable, may be used by ItracXing in accordance with the licensing framework set out above.

5. TERM AND TERMINATION

- Effective Date: This MOU is effective upon signing.
- Duration: This MOU shall remain valid through the end of the Project period (June 30, 2027), unless terminated earlier.
- Termination: Either Party may terminate this MOU with 30 days' written notice.

6. GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of Taiwan (R.O.C.).

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives. The undersigned signatories hereby confirm that they have reviewed the "ItracXing-Arviem-Taiwan-MOEA-Subsidy-Application.pdf" and agree to the terms and scope of cooperation outlined in both this MOU and the referenced subsidy application.

For and on behalf of ItracXing Technology Co., Ltd.	For and on behalf of Arviem AG
_____	_____
Name: Jeff Shuo (薛國勝)	Name: Robert A. Kuipers
Title: CIO	Title: Chief AI Officer
Date: _____	Date: _____
_____	_____
Name: John Chow (周才強)	Name: Charles Vincent
Title: CEO	Title: CEO
Date: _____	Date: _____