

EXECUTION VERSION

OFFICIAL CHINA PARTNER AGREEMENT

*Sourcing, Manufacturing Support, Industrial Design Assistance, Quality Control, Certification
Coordination and International Delivery*

LOTOMIX Spain	SPHERE / SPHERESCAN Technology Projects	SHANGHAI LUWEI / APEXBRIDGE China Execution Partner
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COMMERCIAL SUMMARY	
Document	Official China Partner Agreement for LOTOMIX, Sphere / SphereScan and related projects.
Client representative	Ángel Luis Blázquez Aranda - Founder / Authorised Representative of LOTOMIX / Sphere.
China partner representative	Frank Liu - Founder & Managing Director / Authorised Representative of Shanghai Luwei Industrial Co., Ltd., trading / operating through ApexBridge as China execution partner.
Term	Five (5) years from the Effective Date.
Fee	Six percent (6%) service fee on Net Purchase Value, as defined below.
Purpose	To appoint Frank Liu / Shanghai Luwei Industrial Co., Ltd. as official China-side execution partner for sourcing, manufacturing support, design-for-manufacturing assistance, supplier coordination, quality control, certification coordination, packaging, testing and international delivery.

Prepared for signature between LOTOMIX / Sphere and Shanghai Luwei Industrial Co., Ltd. / ApexBridge.

OFFICIAL CHINA PARTNER AGREEMENT

This Official China Partner Agreement (the "Agreement") is entered into on the date of the last signature below (the "Effective Date") by and between:

PARTIES	
LOTOMIX / Sphere	LOTOMIX / Sphere, a Spain-based technology and commercial project represented for the purposes of this Agreement by Ángel Luis Blázquez Aranda, Founder / Authorised Representative, with business address in Madrid, Spain, email ablazquez@lotomix.es, phone +34 637 120 008 ("LOTOMIX" or the "Client").
China Partner	Shanghai Luwei Industrial Co., Ltd., with business address at Rm.805, Rongjin Commercial Building, Rongmei Rd, Songjiang 201613, Shanghai, China, represented by Frank Liu, Founder & Managing Director / Authorised Representative, email frankluwei2022@gmail.com, phone / WhatsApp +86 198 2127 6036 ("Luwei" or the "China Partner").
Service brand	ApexBridge / Apex Bridge Global, used by Shanghai Luwei Industrial Co., Ltd. as international China-side procurement, sourcing, quality-control and delivery partner brand.
Future client entity	If LOTOMIX, Sphere, SphereScan, Otomics or any related project is signed or operated through a specific Spanish or international corporate vehicle, such entity may accede to or assume this Agreement by written notice to the China Partner, provided that Ángel Luis Blázquez Aranda remains the authorised commercial representative unless otherwise notified.

The Client and the China Partner are each a "Party" and together the "Parties".

Background

(A) LOTOMIX / Sphere is developing and operating technology projects that involve hardware, software-enabled devices, screen systems, scanning and reader systems, kiosks, vending and connected devices, payment-related interfaces, packaging, certifications, manufacturing, quality assurance and international deployment.

(B) Frank Liu and Shanghai Luwei Industrial Co., Ltd. provide China-side execution services, including supplier sourcing, factory access, procurement support, quality control, production follow-up, OEM / ODM support, export documentation, packaging support, logistics coordination and international delivery support.

(C) LOTOMIX / Sphere wishes to appoint Frank Liu / Shanghai Luwei Industrial Co., Ltd. as its official China-side execution partner for the projects covered by this Agreement, and the China Partner accepts such appointment under the terms below. The Parties agree as follows:

1. APPOINTMENT AND PARTNER STATUS

1.1 Appointment. LOTOMIX appoints the China Partner as its official China-side partner for sourcing, supplier identification, factory coordination, manufacturing support, industrial design assistance, quality control, inspection, product testing, certification coordination, packaging, export preparation and international delivery support for the Projects.

1.2 Official partner position. The China Partner shall be positioned as the preferred and official China execution partner of LOTOMIX / Sphere for the Projects, subject to continued performance, transparency, confidentiality, quality and compliance with this Agreement.

1.3 Preferred but not exclusive. Unless a specific Statement of Work, purchase order or addendum states otherwise, the appointment is preferred and official but not exclusive. LOTOMIX may keep existing suppliers, use alternative suppliers or buy directly where required. However, any supplier, factory, manufacturer, laboratory or logistics provider introduced, managed, negotiated or coordinated by the China Partner shall remain subject to the fee and non-circumvention provisions of this Agreement.

1.4 Independent contractor. The China Partner acts as an independent contractor. Nothing in this Agreement creates an employment relationship, legal partnership, corporate joint venture or authority to bind LOTOMIX without prior written authorisation.

1.5 No unauthorised commitments. The China Partner shall not place binding orders, accept supplier terms, release deposits, approve specifications, approve deviations, sign contracts, commit expenditure or accept shipment release on behalf of LOTOMIX without prior written approval from LOTOMIX.

2. TERM

2.1 Initial term. This Agreement starts on the Effective Date and remains in force for five (5) years unless terminated earlier under Clause 18.

2.2 Renewal. The Parties may renew this Agreement by written agreement before expiry.

2.3 Survival. Clauses on confidentiality, intellectual property, non-circumvention, fees accrued, records, compliance, dispute resolution, liability and any provisions intended to survive shall survive expiry or termination.

3. PROJECTS COVERED

3.1 Initial Projects. This Agreement applies to LOTOMIX, Sphere, SphereScan, Otomics and all related or successor projects involving hardware, firmware, software-enabled devices, screens, prize-reader systems, scanning systems, kiosks, vending machines, payment-device spaces or interfaces, components, spare parts, accessories, packaging, certificates, industrial design, tooling, prototypes, test units and manufacturing services.

3.2 Additional Projects. LOTOMIX may add additional products, SKUs, machines, components, packaging, tooling, certifications, logistics workstreams or factories by email, purchase order, Statement of Work or other written instruction.

3.3 Project documents. For complex projects, the Parties may issue a Statement of Work describing product specifications, drawings, BOMs, scope, budget, supplier names, quality requirements, sample approvals, certification standards, milestones, logistics terms and reporting deliverables. Each Statement of Work shall be governed by this Agreement unless it expressly states otherwise.

4. SCOPE OF SERVICES

The China Partner shall provide end-to-end China-side support reasonably required for the successful design adaptation, sourcing, procurement, manufacturing, testing, certification, packaging and shipment of the Projects, including:

- Supplier search, RFQs, factory shortlisting and identification of suitable manufacturers, OEMs, ODMs, component suppliers, tooling providers, electronics suppliers, display suppliers, packaging suppliers, logistics providers and certification laboratories.
- Factory vetting, background checks, capability assessment, capacity checks, sample assessment, commercial risk review and factory visit coordination before LOTOMIX commits to any supplier.
- Negotiation support for pricing, MOQ, lead times, deposits, payment terms, tooling, warranties, after-sales support, spare parts, penalties, replacement obligations, export documentation and logistics terms.
- Industrial design assistance, design-for-manufacturing feedback, manufacturability checks, materials review, component alternatives, packaging optimisation and product improvement recommendations.
- Prototype, sample and pilot-run management, including sample requests, sample comparison, technical feedback, functional testing coordination and written sample reports.
- Production follow-up, supplier communication, milestone tracking, daily or weekly progress reporting when required, issue escalation and corrective-action coordination.
- Quality-control planning and execution, including pre-production alignment, in-process checks, pre-shipment inspections, defect reports, photo/video evidence, sample comparison and shipment release recommendations.
- Testing coordination for mechanical, electronic, screen, scanner, reader, vending, payment-device fitment, QR / barcode / NFC, packaging and transport-readiness requirements where applicable.
- Certification coordination, including support for CE, EMC, LVD, RoHS, FCC, UKCA, battery, safety, labelling, manuals, declarations of conformity, test reports and technical-file documentation where applicable.
- Packaging, labelling and export preparation, including retail packaging, export cartons, carton marks, barcodes, QR codes, serial-number labels, manuals, warning labels, palletisation and transport protection.
- Logistics coordination, including freight planning, consolidation, carrier selection, shipment booking support, commercial invoices, packing lists, certificates of origin, HS-code guidance, loading evidence and shipment tracking.
- Use of the China Partner's China office, local presence, supplier network, staff, language support and operational resources reasonably required for the successful execution of the Projects.

5. OWN MANUFACTURING AND THIRD-PARTY FACTORIES

5.1 Dual role. The Parties acknowledge that the China Partner may itself manufacture, assemble, source or coordinate certain products or components, while other products or components may need to be produced by third-party factories.

5.2 Disclosure. Where the China Partner, its affiliates or related entities act as manufacturer, assembler, distributor or reseller for any item supplied to LOTOMIX, the China Partner shall disclose that role clearly before LOTOMIX approves the order.

5.3 Best-value obligation. Whether acting through its own manufacturing capacity or through third-party factories, the China Partner shall seek commercially competitive pricing, reliable delivery, suitable quality and transparent communication.

5.4 No conflict abuse. The China Partner shall not use its position to steer LOTOMIX toward an unsuitable factory, hidden margin, unnecessary supplier or inferior technical solution. Any conflict of interest must be disclosed in writing.

5.5 Supplier contracts. Unless otherwise agreed, contracts with factories or suppliers may be placed directly by LOTOMIX, by the China Partner acting as purchasing coordinator, or by the China Partner as reseller/manufacturer. The chosen structure shall be confirmed in writing for each order.

6. DUTIES OF THE CHINA PARTNER

- Act loyally, diligently and professionally as LOTOMIX's official China-side execution partner.

- Protect LOTOMIX's commercial interests, designs, drawings, software, technical information, supplier strategy and confidential information.
- Keep LOTOMIX informed of material risks, delays, quality deviations, supplier disputes, certification issues, export issues, cost increases or technical concerns.
- Provide clear written reports, photographs, videos, inspection notes, supplier comparisons and documentary evidence when reasonably requested.
- Maintain organised project records, supplier files, inspection reports, quotation history, sample approvals, shipment documents and certification records.
- Use reasonable efforts to obtain better pricing, shorter lead times, reliable factories, lower freight cost, higher quality and stronger production control.
- Escalate issues quickly and propose practical solutions rather than merely reporting problems.
- Avoid any unauthorised disclosure, use, sale, copying, reverse engineering or transfer of LOTOMIX's products, samples, designs, software or technical documentation.

7. DUTIES OF LOTOMIX

- Provide the China Partner with specifications, drawings, samples, BOMs, quality standards, packaging requirements, target prices, timelines and certification requirements reasonably required for the Projects.
- Approve or reject quotations, samples, supplier proposals, tooling, production orders, inspection outcomes and shipment releases in a timely manner.
- Pay approved supplier invoices, reimbursable costs and China Partner fees in accordance with this Agreement and the relevant order terms.
- Provide prompt feedback on technical questions, product changes, certification requirements and industrial design decisions.
- Not knowingly bypass the China Partner for suppliers introduced, sourced, negotiated, vetted or managed by the China Partner, except where permitted under this Agreement.

8. FEES AND COMMERCIAL TERMS

8.1 Service fee. In consideration for the China Partner's services, LOTOMIX shall pay the China Partner a service fee equal to six percent (6%) of the Net Purchase Value for all purchases, tooling, products, components, packaging and manufacturing orders sourced, introduced, negotiated, coordinated, inspected, managed or fulfilled by the China Partner for the Projects, unless a different written fee is agreed for a specific order.

8.2 Net Purchase Value. "Net Purchase Value" means the net ex-factory or supplier invoice value of the relevant goods, tooling, packaging, components, prototypes, samples or manufacturing services, excluding VAT, import duties, customs charges, banking fees, international freight, insurance and taxes, unless those items are included in the supplier/manufacturer invoice as part of the product price or unless otherwise agreed in writing.

8.3 Own manufacturing. If the China Partner or an affiliate supplies goods as manufacturer, assembler, reseller or distributor, the quotation must state whether the 6% service fee is included in the quoted price or added separately. No double charging shall apply unless expressly approved by LOTOMIX.

8.4 Reimbursable costs. LOTOMIX shall reimburse reasonable pre-approved out-of-pocket costs such as factory travel outside Shanghai, laboratory fees, certification fees, express sample shipping, special inspections, third-party testing, tooling deposits, bank charges, extraordinary translation, storage or urgent logistics costs.

8.5 Invoicing. The China Partner may invoice the 6% fee at the earlier of: (i) shipment release; (ii) supplier final invoice; (iii) payment of the relevant supplier invoice; or (iv) other milestone agreed in writing. LOTOMIX shall pay undisputed invoices within ten (10) business days after receipt, unless otherwise agreed.

8.6 Currency. Unless otherwise agreed, fees may be invoiced in EUR, USD or RMB according to the underlying transaction currency. Currency conversions shall use the exchange rate reasonably evidenced on the invoice date.

8.7 Transparency. The Parties commit to open and transparent commercial conduct. Any supplier rebates, commissions, side payments or material benefits related to LOTOMIX orders must be disclosed unless already included in an agreed reseller/manufacturing margin.

9. QUOTATIONS, PURCHASE ORDERS AND APPROVALS

- Each purchase shall be supported by a quotation, purchase order, proforma invoice, supplier invoice or written approval identifying product, quantity, price, delivery timing, payment terms, quality requirements and logistics terms.
- No specification change, material substitution, tooling change, brand change, packaging change or supplier change shall be accepted without LOTOMIX's written approval.
- The China Partner shall keep evidence of approved samples, drawings, videos, photographs, inspection criteria and reference documents used for quality control.
- If a supplier requests a deposit or balance payment, the China Partner shall provide reasonable evidence supporting the request and shall confirm the relevant milestone status before LOTOMIX pays.

10. QUALITY CONTROL, INSPECTION AND TESTING

10.1 QC framework. The China Partner shall operate a stage-gated quality-control framework covering pre-production alignment, in-process monitoring and pre-shipment inspection unless LOTOMIX waives a stage in writing.

10.2 Inspection reports. Inspection reports shall include product identification, quantity checked, date, factory location, inspector name where available, photos/videos, defects found, severity classification, pass/fail/rework recommendation and shipment release recommendation.

10.3 Defect classification. Defects shall be classified as critical, major or minor. Critical defects, safety issues, regulatory issues, material specification failures, functional failures, payment-device fitment failures, screen/scanner failures, incorrect branding or serious packaging failures shall be escalated immediately.

10.4 Shipment release. The China Partner shall not recommend shipment release if inspection results show unresolved critical defects or material deviations from approved samples/specifications, unless LOTOMIX expressly approves conditional shipment in writing.

10.5 Corrective action. Where defects or deviations occur, the China Partner shall coordinate supplier corrective action, replacement, rework, discount, spare parts or other remedy where commercially reasonable.

11. CERTIFICATIONS, REGULATORY AND EXPORT DOCUMENTS

- Coordinate and monitor certification requirements requested by LOTOMIX, including CE, EMC, LVD, RoHS, FCC, UKCA, safety, battery, telecom/connectivity, payment-device interface, environmental and other standards where applicable.
- Request and organise test reports, declarations of conformity, certificates, lab reports, manuals, technical files, labels, rating plates, warning labels and supplier compliance documents.
- Use reasonable efforts to verify that certification documents are coherent with the product, factory, model number, batch, product category and destination market.
- Coordinate export paperwork including commercial invoices, packing lists, certificates of origin and HS-code guidance; final import compliance in the destination country remains the responsibility of LOTOMIX or its customs/import advisors unless otherwise agreed.
- Immediately notify LOTOMIX if any supplier proposes incomplete, inconsistent, expired, copied, questionable or non-product-specific certification documentation.

12. INTELLECTUAL PROPERTY AND PRODUCT OWNERSHIP

12.1 Client IP. All LOTOMIX, Sphere, SphereScan, Otomics and related brands, concepts, drawings, industrial designs, specifications, software, firmware, UX/UI, business models, product concepts, molds paid by LOTOMIX, samples, know-how, technical files and documentation supplied by LOTOMIX or created specifically for LOTOMIX belong exclusively to LOTOMIX or its designated group entity.

12.2 Work product. Any design adaptation, supplier drawing, industrial-design improvement, packaging artwork, tooling drawing, manufacturing file, certification file or technical documentation created specifically for the Projects shall be assigned to LOTOMIX to the maximum extent permitted by law, upon payment of the relevant agreed amounts.

12.3 No unauthorised use. The China Partner shall not use, copy, manufacture, sell, license, disclose, reverse engineer, display, transfer or exploit LOTOMIX IP for itself or third parties without LOTOMIX's prior written approval.

12.4 Factories and subcontractors. The China Partner shall ensure that factories, subcontractors, designers, labs and suppliers receiving LOTOMIX confidential information understand that such information is confidential and must not be used for any purpose other than the relevant LOTOMIX order.

12.5 Tooling and molds. Any tooling, molds, fixtures, dies, test jigs or production assets paid for by LOTOMIX shall be owned by LOTOMIX unless otherwise agreed in writing. The China Partner shall help label, identify, protect, store, transfer or recover such assets when reasonably requested.

12.6 Generic know-how. Nothing prevents the China Partner from using its general procurement experience, generic supplier relationships, market knowledge or non-confidential know-how, provided that it does not misuse LOTOMIX confidential information or IP.

13. CONFIDENTIALITY

13.1 Confidential information. Confidential information includes all technical, commercial, financial, strategic, supplier, software, design, drawing, prototype, sample, factory, certification, pricing, customer, investor, business model and project information disclosed by or on behalf of LOTOMIX.

13.2 Obligations. The China Partner shall keep confidential information strictly confidential, use it only for the Projects, restrict access to persons with a need to know, and protect it with at least reasonable care.

13.3 Permitted disclosure. The China Partner may disclose confidential information to factories, suppliers, laboratories, freight forwarders or subcontractors only to the extent required for approved Project work and only under confidentiality obligations or equivalent practical restrictions.

13.4 Duration. Confidentiality obligations remain in force during the Agreement and for five (5) years after termination, and indefinitely for trade secrets, source code, proprietary designs, technical know-how and non-public business plans.

13.5 Return or destruction. Upon LOTOMIX's request or upon termination, the China Partner shall return, delete or securely destroy confidential materials, except for one archival copy retained for legal, tax, accounting or compliance purposes.

14. NON-CIRCUMVENTION AND SUPPLIER PROTECTION

14.1 Protection of China Partner introductions. LOTOMIX shall not knowingly bypass the China Partner in relation to factories, suppliers, laboratories or logistics providers first introduced, sourced, negotiated, vetted or managed by the China Partner for the Projects for a period of three (3) years from the relevant introduction, except where the China Partner is in material breach, the supplier requires direct contracting, a direct relationship is required for compliance, or the Parties agree otherwise in writing.

14.2 Protection of LOTOMIX opportunities. The China Partner shall not use LOTOMIX confidential information, product concepts, supplier strategy, market information, customer opportunities or Project specifications to sell, offer, manufacture or develop competing products for third parties without LOTOMIX's written consent.

14.3 No supplier diversion. The China Partner shall not divert LOTOMIX suppliers, goods, samples, molds, tools, production capacity or special pricing to third parties in a manner that harms LOTOMIX's approved orders or commercial interests.

14.4 Remedies. Breach of this Clause may cause irreparable harm. LOTOMIX may seek injunctive relief, specific performance and damages, in addition to any other available remedies.

15. COMMUNICATION, REPORTING AND GOVERNANCE

- The Parties shall communicate primarily in English unless otherwise agreed.
- The China Partner shall provide clear written updates by email, WhatsApp, WeChat or project-management tools as agreed by the Parties.
- For active production, the China Partner shall provide periodic status updates covering production status, issues, supplier responses, expected completion date, inspection timing and shipment timing.
- For critical projects, LOTOMIX may request weekly operational calls, supplier comparison tables, issue logs, inspection checklists and project dashboards.
- Material decisions, approvals, deviations and commitments must be confirmed in writing.

16. COMPLIANCE, ETHICS AND ANTI-BRIBERY

- Each Party shall comply with applicable laws, export control rules, sanctions, anti-bribery laws, anti-money-laundering rules and customs/export documentation requirements relevant to its role.
- The China Partner shall not offer, request, accept or facilitate bribes, kickbacks or improper payments in connection with LOTOMIX business.
- The China Partner shall notify LOTOMIX if a supplier, shipment, certification, product category or payment route may create legal, customs, sanctions, certification or reputational risk.
- The China Partner shall use commercially reasonable efforts to ensure suppliers comply with applicable labour, safety, environmental and product compliance standards relevant to the Projects.
- No Party shall make public announcements about the relationship or Projects without prior approval, except for mutually approved references to the China Partner as official China execution partner.

17. RECORDS AND AUDIT SUPPORT

17.1 Records. The China Partner shall keep reasonable records of supplier quotations, invoices, samples, approvals, inspection reports, certification documents, logistics documents, supplier communications and Project deliverables for at least five (5) years.

17.2 Access. Upon reasonable request, the China Partner shall provide copies of Project records required by LOTOMIX for audit, investor review, customs, certification, insurance, warranty, supplier claim or regulatory purposes.

17.3 Supplier evidence. The China Partner shall assist LOTOMIX in preserving evidence in the event of supplier dispute, defect, delay, warranty claim, certification issue or shipment loss/damage.

18. TERMINATION

18.1 Termination for convenience. Either Party may terminate this Agreement for convenience by giving ninety (90) days' written notice. Termination shall not affect approved orders, accrued fees, confidentiality, IP, non-circumvention or payment obligations.

18.2 Termination for cause. Either Party may terminate immediately by written notice if the other Party commits a material breach and fails to remedy it within fifteen (15) days after written notice, or immediately if the breach cannot reasonably be remedied.

18.3 Immediate termination by LOTOMIX. LOTOMIX may terminate immediately if the China Partner commits fraud, serious confidentiality breach, undisclosed conflict of interest, IP misuse, unauthorised manufacturing, bribery, repeated serious quality-control failures, unauthorised order placement or intentional misrepresentation.

18.4 Handover. Upon termination, the China Partner shall reasonably assist with handover of active supplier files, production status, sample status, inspection records, certification files, shipping documents and tooling information, subject to payment of undisputed amounts due.

18.5 Active orders. Unless LOTOMIX instructs otherwise, the China Partner shall continue supporting approved active orders during the notice/handover period and shall be paid for applicable fees and pre-approved costs relating to those orders.

19. LIABILITY AND WARRANTIES

19.1 Standard of care. The China Partner warrants that it shall perform the services with reasonable skill, care, diligence and professional competence expected from a China-based sourcing, manufacturing support, quality-control and logistics coordination partner.

19.2 Supplier performance. The China Partner is not an insurer or guarantor of independent suppliers, laboratories, freight forwarders, customs authorities or carriers. However, the China Partner remains responsible for its own negligence, breach, fraud, wilful misconduct, undisclosed conflicts, unauthorised commitments and failure to perform agreed coordination or inspection duties.

19.3 Indirect damages. To the maximum extent permitted by law, neither Party shall be liable for indirect, special, punitive or consequential damages, except in relation to fraud, wilful misconduct, confidentiality breach, IP misuse, non-circumvention breach, bribery/compliance breach or unpaid amounts.

19.4 Liability cap. Except for fraud, wilful misconduct, confidentiality breach, IP misuse, non-circumvention breach, bribery/compliance breach or unpaid amounts, each Party's aggregate liability under this Agreement shall be limited to the Agent fees paid or payable during the twelve (12) months preceding the claim.

19.5 Product liability. Product liability, warranty claims and regulatory responsibility shall be allocated according to the applicable supplier contract, purchase order, mandatory law and any specific Statement of Work. The China Partner shall reasonably assist LOTOMIX in preserving evidence and pursuing supplier remedies.

20. GOVERNING LAW AND DISPUTE RESOLUTION

20.1 Governing law. This Agreement shall be governed by and interpreted in accordance with the laws of Spain, excluding conflict-of-law rules.

20.2 Senior escalation. The Parties shall first attempt to resolve disputes through good-faith senior-management discussions within fifteen (15) business days after written notice of dispute.

20.3 Arbitration. If no amicable resolution is reached, the dispute shall be finally settled by arbitration administered by the Madrid Court of Arbitration (Corte de Arbitraje de Madrid), by one arbitrator, in English, with seat in Madrid, Spain. The award shall be final and binding.

20.4 Urgent relief. Either Party may seek urgent injunctive, interim or conservatory relief before any competent court to protect confidential information, intellectual property, evidence, goods, tooling, documents or payment rights.

20.5 China enforceability option. Before signature, the Parties may agree in writing to replace Clause 20.3 with HKIAC arbitration in Hong Kong or CIETAC arbitration in China if advised for enforceability or practical reasons. Unless replaced in writing, Clause 20.3 applies.

21. GENERAL PROVISIONS

- Notices shall be sent by email and, where appropriate, by courier or other written channel to the contact details in the signature block or later notified in writing.
- Neither Party may assign this Agreement without the other Party's written consent, except to an affiliate or successor in connection with a restructuring, financing, merger or sale of relevant assets, provided the assignee assumes the obligations.
- The China Partner may use subcontractors only where reasonably required for the services and remains responsible for coordination, confidentiality and performance of subcontracted work.
- Any amendment must be in writing and accepted by authorised representatives of both Parties.
- If any provision is invalid or unenforceable, the remaining provisions shall continue in force and the invalid provision shall be replaced by a valid provision closest to the original commercial intent.
- This Agreement, together with any Statements of Work, purchase orders, approved quotations and schedules, constitutes the entire agreement between the Parties regarding its subject matter and supersedes prior discussions on that subject.

22. SIGNATURES

This Agreement may be signed electronically and in counterparts. Each counterpart shall be deemed an original, and all counterparts together shall constitute one and the same instrument.

For LOTOMIX / Sphere	For Shanghai Luwei Industrial Co., Ltd. / ApexBridge
	
Signature: _____	Signature: _____
Name: Ángel Luis Blázquez Aranda	Name: Frank Liu
Title: Founder / Authorised Representative	Title: Founder & Managing Director / Authorised Representative
Company / Project: LOTOMIX / Sphere	Company: Shanghai Luwei Industrial Co., Ltd.
Email: ablazquez@lotomix.es	Trading / service brand: ApexBridge
Phone: +34 637 120 008	Email: frankluwei2022@gmail.com
Date: 21 dec 2025	Phone / WhatsApp: +86 198 2127 6036
	Date: 21 dec 2025



SCHEDULE 1. SERVICE MATRIX

SERVICE MATRIX	
Sourcing	Supplier search, RFQs, supplier benchmarking, price comparison, factory identity checks, capacity review, negotiation support and sample request management.
Industrial design / DFM	Manufacturing feasibility, material suggestions, component alternatives, tooling review, design adaptation for production and manufacturability risk notes.
Factory management	Production schedule, milestone follow-up, supplier communication, delay escalation, evidence gathering and supplier performance tracking.
Quality control	Sample inspection, in-process checks, pre-shipment inspection, defect classification, photo/video reports and corrective-action follow-up.
Testing	Functional testing coordination, barcode / QR / NFC / scanner / screen / payment-device fitment checks where applicable, transport-readiness checks and sample performance notes.
Certifications	CE / EMC / LVD / RoHS / FCC / UKCA / other certificate coordination where applicable, test-report support, declarations and technical-file support.
Packaging	Retail packaging, export cartons, labels, warnings, barcodes, manuals, packing configuration, carton marks and palletisation guidance.
Logistics	Export paperwork, commercial invoices, packing lists, HS-code support, freight forwarder coordination, shipment tracking and loading evidence where agreed.
Office resources	China-based office resources, local language support, supplier meetings, factory visits and project coordination resources reasonably needed for the Projects.

SCHEDULE 2. DEFAULT QUALITY-CONTROL CHECKLIST

- Confirm approved specification, drawings, BOM, reference sample, packaging standard and certification requirements before production.
- Confirm supplier/factory name, address, contact person, production line, order quantity and planned delivery date.
- Check critical dimensions, materials, finish, colour, branding, labels, manuals, cables, accessories and packaging against approved sample/specification.
- For electronic devices: check power, display, scanner/camera/reader, NFC/payment-device fitment where applicable, connectivity, firmware/software version, plugs, cables, safety labels and basic functional operation.
- For vending, kiosk or screen devices: check dispensing/payment-device space, screen, door, lock, internal wiring, robustness, installation accessories and transport protection.
- For packaging: check dimensions, inserts, labels, barcodes, QR codes, serial numbers, carton marks and protection for international transport.
- Take clear photos/videos of units, packaging, model/serial labels, defects, test process and shipment/loading conditions where applicable.
- Record defects as critical, major or minor; recommend accept, reject or conditional accept; obtain LOTOMIX approval before shipment release.

SCHEDULE 3. FEE CALCULATION

FEE CALCULATION EXAMPLES	
Example A - direct supplier order	Supplier product invoice: EUR 100,000 net product value. International freight and duties invoiced separately: EUR 8,000. Fee: 6% x EUR 100,000 = EUR 6,000.
Example B - packaging included	Factory invoice includes products and retail packaging as one net product value of EUR 50,000. Fee: 6% x EUR 50,000 = EUR 3,000.
Example C - tooling	Tooling/molds sourced, negotiated or managed by the China Partner and paid by LOTOMIX are included in Net Purchase Value unless a different fixed fee is agreed in writing.
Example D - China Partner as manufacturer	If the China Partner or affiliate manufactures part of the order, the quotation must state whether the 6% fee is already included in the manufacturing price or added separately.

SCHEDULE 4. INITIAL PROJECT LIST

INITIAL PROJECTS	
LOTOMIX	Lottery retail technology, devices, screens, scanning systems, payment/interface hardware, advertising displays, peripherals, packaging, components, certifications and logistics.
Sphere / SphereScan	Prize-reader / PPI-related devices, scanner hardware, screen systems, software-enabled hardware, kiosks, display devices, components, packaging, certifications and logistics.
Otomics	Hardware, industrial-design, manufacturing, certification, packaging, logistics and supplier-management support for the Otomics project as specified by LOTOMIX from time to time.
Related projects	Any successor, extension, accessory, spare part, packaging, tooling, industrial-design, vending, kiosk, screen, payment-device, connected-device or certification workstream added in writing.

SCHEDULE 5. CONTACTS

CONTACT DETAILS	
LOTOMIX / Sphere	Ángel Luis Blázquez Aranda Founder / Authorised Representative Madrid, Spain Email: ablazquez@lotomix.es Phone: +34 637 120 008
Shanghai Luwei Industrial Co., Ltd. / ApexBridge	Frank Liu Founder & Managing Director / Authorised Representative Rm.805, Rongjin Commercial Building, Rongmei Rd, Songjiang 201613, Shanghai, China Email: frankluwei2022@gmail.com Phone / WhatsApp: +86 198 2127 6036
Operational channels	Email, WhatsApp, WeChat and any shared folder, project-management or reporting tool agreed by the Parties for each Project.