

HydroNeo Global Group

Terms & Conditions - Master

Version: 3.0 | Effective Date: 1 May 2026

These Global Group Terms & Conditions ("**Master Terms**") govern the sale, lease, subscription, licensing, and use of Products and Services provided by any entity within the HydroNeo Group. These Master Terms apply worldwide and are supplemented, where required, by applicable country-specific or transaction-specific addendums.

1. DEFINITIONS AND INTERPRETATION

- 1.1 **HydroNeo Group** means HydroNeo Aquaculture Technologies Pte. Ltd. (Singapore) and any entity that directly or indirectly controls, is controlled by, or is under common control with it, including HydroNeo (Thailand) Co., Ltd., PT PMA HydroNeo Teknologi Indonesia, and future affiliated entities.
- 1.2 **Company** means the HydroNeo Group entity identified in the applicable quotation, invoice, order confirmation, or agreement.
- 1.3 **Customer** means any individual or legal entity purchasing, licensing, subscribing to, or using Products and/or Services, whether as a Commercial Customer or an Individual Customer as defined below.
- 1.4 **Commercial Customer** means a Customer who, at the time of purchase or subscription, self-declares in writing (including by acceptance of these Master Terms or a Subscription Order) that it is acting in a professional, business, or commercial capacity and not as a consumer. Such declaration may be made by ticking a checkbox, signing an order form, or any other written acknowledgement designating the Customer as a business or commercial purchaser. No supporting documentation is required unless specifically requested by the Company.
- 1.5 **Individual Customer** means a Customer who is a natural person and who does not make a Commercial Customer declaration, or whose Commercial Customer declaration the Company has reasonable grounds to disregard because the Customer is in fact acquiring Products or Services for personal, household, or livelihood purposes unconnected with a registered commercial enterprise.
- 1.6 **Products** means all hardware, devices, controllers, sensors, components, accessories, and consumables supplied by the Company.
- 1.7 **Services** means all services provided by the Company, including cloud services, applications, software, data analytics, automation features, technical support, maintenance, installation, and subscriptions.
- 1.8 **Software** means the HydroNeo FarmOS App, cloud platform, firmware, APIs, dashboards, and related software components.
- 1.9 **Subscription** means a time-limited licence to access and use the Software and/or cloud-based Services, as further described in Section 11.
- 1.10 **Confidential Information** means any non-public information disclosed by one party to the other in connection with these Master Terms, whether oral, written, or electronic, that is designated as confidential or that a reasonable person would understand to be confidential given the circumstances of disclosure.
- 1.11 **Warranty** means the limited manufacturer's warranty expressly granted under Section 19 of these Master Terms.

2. CONTRACT STRUCTURE AND PRECEDENCE

- 2.1 These Master Terms apply to all Products and Services unless expressly overridden by:
 - (a) a signed written agreement; or
 - (b) a mandatory local law addendum.
- 2.2 In case of conflict, the following order of precedence applies:
 - (a) Signed Agreement (if any)
 - (b) Applicable Country Addendum
 - (c) These Master Terms

3. NATURE OF PRODUCTS AND SERVICES (DECISION-SUPPORT)

- 3.1 The Customer acknowledges that HydroNeo's Products and Services provide monitoring, automation, and decision-support tools only.
- 3.2 The Customer retains full responsibility for:
 - (a) operational decisions;

- (b) animal welfare;
 - (c) farm management;
 - (d) supervision of automated equipment.
- 3.3 No Product or Service constitutes a guarantee of biological outcomes, yields, survival rates, production efficiency, or profitability.

4. PROFESSIONAL USE REPRESENTATION

- 4.1 HydroNeo's Products and Services are designed and priced for professional, business, and commercial use in aquaculture and related industries. HydroNeo does not target consumers and does not offer Products or Services for personal or household use.
- 4.2 At the time of purchase, subscription, or onboarding, each Customer will be asked to self-declare their status as a Commercial Customer or Individual Customer. This declaration determines the applicable terms as set out in Section 4A below.
- 4.3 HydroNeo reserves the right to rely on a Customer's self-declaration unless it has actual knowledge that the declaration is materially incorrect. HydroNeo does not undertake to verify Commercial Customer declarations beyond the self-declaration process.

4A. CUSTOMER CLASSIFICATION AND APPLICABLE TERMS

- 4.4 **Commercial Customer terms.** Where a Customer has made a Commercial Customer declaration, the following terms apply:
- (a) the full liability cap set out in Section 21 applies, including the exclusion of indirect losses, animal loss, production loss, and loss of profit;
 - (b) the Warranty is limited to the twelve (12) month Manufacturer's Warranty set out in Section 19, with no extension by virtue of any consumer protection law;
 - (c) consumer protection legislation does not apply except to the extent it expressly covers business-to-business transactions under mandatory law;
 - (d) the Company may exercise remote shutdown and intervention rights under Section 7 without compensation, subject to the notice requirements of that Section.
- 4.5 **Individual Customer terms.** Where a Customer is or is treated as an Individual Customer, the following additional or modified terms apply, and shall prevail over any conflicting provision in the Master Terms to the extent required by mandatory applicable law:
- (a) mandatory statutory warranty rights available to consumers under applicable law are preserved and cannot be excluded by these Master Terms, including rights under the Thai Civil and Commercial Code (Sections 472-474), the Indonesian Civil Code (Articles 1491-1511), and equivalent provisions in other jurisdictions;
 - (b) mandatory consumer protection law applies in full where the Individual Customer qualifies as a consumer under such law, including rights relating to unfair contract terms, fitness for purpose, and remedies for defective goods;
 - (c) the inspection and claim period set out in Section 9.2 is extended from three (3) to seven (7) business days for Individual Customers;
 - (d) nothing in these Master Terms is intended to exclude or limit any right that cannot be excluded or limited under applicable consumer protection law.
- 4.6 **Misclassification.** If a Customer who has made a Commercial Customer declaration is subsequently found by a court or regulatory authority to be an Individual Customer, the Individual Customer terms in Section 4A.2 shall apply to the extent required by mandatory law. The Company shall not be liable for having relied on the Customer's own self-declaration in good faith.
- 4.7 **Default classification.** Where a Customer has not made any declaration, the Customer is presumed to be a Commercial Customer and the full commercial terms of these Master Terms apply. A Customer who wishes to be treated as an Individual Customer must actively notify the Company in writing prior to or at the time of purchase. This presumption does not override mandatory applicable law: where a court or regulatory authority determines that a Customer is in fact a consumer under applicable law, the Individual Customer terms in Section 4A.2 apply to the extent required.
- 4.8 **Deemed commercial use.** Any Customer who uses Products or Services in connection with aquaculture, fisheries, agriculture, or any other income-generating or productive activity is deemed to be acting in a commercial capacity for the purposes of these Master Terms, regardless of whether they are registered as a legal entity, hold a business licence, or operate at any particular scale. Such Customers are treated as Commercial Customers under Section 4A.1 and the Individual Customer classification in Section 4A.2 does not apply to them. This deemed commercial use provision reflects the established legal distinction between personal consumption and income-generating activity, and is intended to apply to all professional aquaculture operators including individual and family-operated farms.

4B. RESELLERS AND DISTRIBUTORS

- 4.9 Where a Customer purchases Products or Services through an authorised reseller, distributor, or channel partner (each a "Reseller"), the following terms apply:
- (a) **Flow-down obligation.** Any Reseller that on-sells or sub-distributes HydroNeo Products or Services to an end customer (the "End Customer") must pass these Master Terms (and any applicable addendum) to the End Customer as a condition of sale. The Reseller shall ensure that End Customers are made aware of and accept these Master Terms prior to or at the point of receiving Products or Services.
 - (b) **Warranty limitation.** Resellers may not make warranty representations to End Customers that exceed or differ from the Manufacturer's Warranty set out in Section 19 of these Master Terms. Any extended warranty, guarantee, or commitment offered by a Reseller beyond the Manufacturer's Warranty is the sole responsibility of the Reseller and does not bind HydroNeo.
 - (c) **Reseller liability for misrepresentation.** Where a Reseller makes representations to End Customers that exceed, contradict, or are inconsistent with these Master Terms - including representations about product performance, guaranteed outcomes, or warranty scope - the Reseller is solely liable for such representations. HydroNeo shall have no liability to any End Customer arising from a Reseller's unauthorised representations.
 - (d) **HydroNeo direct enforcement rights.** HydroNeo reserves the right to enforce these Master Terms directly against End Customers where necessary to protect its intellectual property, enforce export controls or sanctions obligations, or take action in respect of misuse, safety risks, or cybersecurity threats. End Customers are intended third-party beneficiaries of these Master Terms solely to the extent required for HydroNeo to exercise these rights.
 - (e) **Reseller Agreement.** Resellers must enter into a separate Channel Partner Agreement with HydroNeo before distributing Products or Services. These Master Terms do not substitute for a Channel Partner Agreement. In the event of any conflict between a signed Channel Partner Agreement and these Master Terms, the Channel Partner Agreement shall prevail as between HydroNeo and the Reseller.
- 4.10 HydroNeo's relationship is with the Reseller as its direct customer. HydroNeo has no contractual relationship with End Customers purchasing through a Reseller unless a direct agreement is separately executed. Nothing in this Section creates any liability on HydroNeo's part to End Customers beyond what is expressly stated.

5. SOFTWARE, CONNECTIVITY, AND THIRD-PARTY DEPENDENCIES

- 5.1 Products and Services depend on third-party infrastructure, including internet connectivity, telecommunications networks, power supply, cloud hosting, and external data sources.
- 5.2 The Company shall not be responsible for failures caused by third-party networks, internet providers, cloud infrastructure providers, power outages, force majeure events, or unauthorised access resulting from the Customer's failure to maintain adequate security.
- 5.3 The Company does not guarantee uninterrupted, error-free, or continuous availability of Software or Services. Uptime commitments, where applicable, are provided on a best-efforts basis unless a specific Service Level Agreement is agreed in writing.

6. SAFETY-CRITICAL UPDATES AND MANDATORY UPGRADES

- 6.1 The Company may designate certain firmware, software, hardware components, or configurations as safety-critical.
- 6.2 The Customer agrees to promptly implement all safety-critical updates, upgrades, patches, replacements, or configuration changes as instructed by the Company.
- 6.3 **Independent backup systems for life-critical automation.** Where Products are used to control equipment whose failure could directly cause animal mortality - including aeration systems, oxygen supply, water circulation, feeding equipment, or temperature control - the Customer is required to maintain independent backup systems, physical override mechanisms, or manual failsafes that operate independently of HydroNeo's Hardware, Software, firmware, and cloud infrastructure. Such backup systems must be capable of sustaining critical functions in the event of a hardware or software failure, firmware update failure, connectivity loss, or power disruption affecting HydroNeo's systems. Failure to maintain adequate independent backup systems constitutes a breach of this Section and means the Customer has materially contributed to any resulting animal loss or production loss. In such circumstances, HydroNeo's liability - already excluded under Section 21 - is further reduced by the Customer's own contributory failure.
- 6.4 Failure to implement safety-critical measures:
 - (a) voids any applicable Warranty;
 - (b) releases the Company from liability for resulting harm or loss;
 - (c) entitles the Company to suspend or restrict Services.

7. REMOTE SHUTDOWN AND SYSTEM INTERVENTION RIGHTS

- 7.1 To protect safety, system integrity, regulatory compliance, or prevent material harm, the Company reserves the right to remotely:

- (a) disable automation features;
 - (b) restrict control functions;
 - (c) suspend Software or Services;
 - (d) place Products into safe or manual modes.
- 7.2 Such intervention may occur without prior notice only where an immediate and serious safety risk, cybersecurity threat, or regulatory breach exists. In all other cases (including non-payment), the Company will use reasonable efforts to provide advance written notice, which may be a short notice period appropriate to the circumstances.
- 7.3 Where intervention is exercised in good faith and in accordance with this Section, the Company shall not be liable for operational or financial losses arising from such intervention in respect of Commercial Customers. For Individual Customers, any mandatory right to compensation that cannot be excluded under applicable consumer protection law is preserved. Where intervention is later determined to have been made in error or bad faith, the Company will act promptly to restore service.

8. HARDWARE END-OF-LIFE AND DECOMMISSIONING

- 8.1 **End-of-Life (EOL) Designation.** The Company may designate any Product, component, sensor, firmware, or hardware model as end-of-life ("EOL"). Advance notice will be provided where commercially reasonable, and the Company will aim to give a minimum of six (6) months' notice where practicable.
- 8.2 **Effect of EOL.** Upon EOL designation: support, repairs, replacements, updates, or compatibility may be limited or discontinued; performance and data accuracy are not guaranteed; and the Company may offer migration or upgrade options under separate terms.
- 8.3 **Decommissioning Responsibility.** The Customer is solely responsible for safe removal, disconnection, disposal, and legal compliance related to EOL Products.
- 8.4 **Data Handling.** The Customer must export data prior to decommissioning. The Company is not liable for data loss following EOL or service discontinuation.
- 8.5 **No Implied Continuity.** Nothing in these Master Terms guarantees perpetual availability of Products, spare parts, consumables, or Services.

9. DELIVERY, INSPECTION AND ACCEPTANCE

- 9.1 **Delivery and Risk Transfer.** Unless otherwise agreed in writing, risk of loss or damage to Products passes to the Customer upon delivery to the carrier.
- 9.2 **Inspection Upon Delivery.** Customer shall inspect all Products immediately upon delivery and no later than three (3) business days thereafter for completeness, conformity, and visible damage. For Individual Customers, this period is extended to seven (7) business days in accordance with Section 4A.2.
- 9.3 **Evidence of Transit Damage or Shortage.** For claims relating to missing items, incorrect quantities, or visible transit damage, Customer is strongly advised to record photographic or video evidence at the time of unpacking and to retain all original packaging materials.
- 9.4 **Claim Procedure.** Any claim must be notified to the Company in writing within the inspection period, accompanied by reasonable supporting evidence. Failure to provide unpacking evidence may affect the Company's ability to verify the claim but shall not automatically invalidate a legitimate claim.
- 9.5 **Deemed Acceptance.** Products shall be deemed accepted upon expiry of the inspection period if no written notice of non-conformance is received.
- 9.6 **Conflicting Acceptance Terms.** Any inspection, acceptance, or rejection period stated in a quotation, invoice, or agreement shall prevail over the default periods stated in this Section.

10. CUSTOMER OBLIGATIONS

- 10.1 The Customer shall be responsible for and shall ensure:
- (a) proper installation, operation, maintenance, calibration, cleaning, and supervision of Products in accordance with the Company's instructions;
 - (b) compliance with all applicable instructions, manuals, safety guidance, and applicable law;
 - (c) maintenance of secure credentials, access controls, and network security measures sufficient to protect the Products and Software from unauthorised access;
 - (d) that Products and Software are not modified, reverse-engineered, resold, or sublicensed without the Company's prior written consent.

11. SUBSCRIPTION SERVICES AND SOFTWARE

- 11.1 The Company offers two distinct categories of Subscription, each governed by the terms of this Section and the applicable order form, quotation, or subscription agreement ("**Subscription Order**"). All Subscriptions are time-limited licences and do not convey any ownership of the Software or cloud infrastructure. The specific features, tiers, pricing, billing frequency, and any trial or promotional terms for each Subscription are set out in the applicable Subscription Order and the Company's then-current published plan documentation ("**Plan Documentation**"), which the Company may update from time to time in accordance with Section 11.5 below.
- 11.2 **IoT Device Subscription.** The IoT Device Subscription is a cloud connectivity and feature licence linked to an individual hardware device (currently, each Mini Controller requires its own Subscription). The following terms apply unless the Subscription Order specifies otherwise:
- (a) Where a hardware Product is sold with an IoT Device Subscription included for an initial period (typically twelve (12) months), such included Subscription may be reflected as a bundled price or as a separately itemised line on the invoice, depending on the applicable Subscription Order. The included period commences on the date of delivery or activation of the device, whichever is earlier.
 - (b) Following the included period, the IoT Device Subscription must be renewed on a monthly or annual basis as selected by the Customer. Paid IoT Device Subscriptions auto-renew automatically at the end of each billing period unless the Customer cancels in writing before the renewal date. Cancellation takes effect at the end of the then-current paid period; no partial-period refunds are provided unless required by mandatory applicable law.
 - (c) If the Customer does not renew a paid IoT Device Subscription upon expiry, or if a renewal payment fails, the device will automatically downgrade to the Free Tier (as described in Section 11.3) after a grace period of seven (7) to fourteen (14) days, as specified in the applicable Subscription Order or Plan Documentation. During the grace period, paid-tier access continues. The Company will use reasonable efforts to notify the Customer before the grace period expires.
 - (d) The IoT Device Subscription is non-transferable and may not be reassigned to a different hardware device without the Company's prior written consent.
- 11.3 **IoT Free Tier.** Where a device operates on the Free Tier, the Customer retains access to a reduced set of functionality as described in the then-current Plan Documentation. The following principles apply:
- (a) Local device functionality (including offline automation based on settings stored on the device) continues to operate on the Free Tier. Cloud connectivity is reduced but not fully disabled.
 - (b) The specific features, data access limits, sync frequency, notification allowances, and any other parameters of the Free Tier are determined solely by the Company and set out in the Plan Documentation. The Company may update the contents of the Free Tier at any time on reasonable notice, provided that any such change does not render local device automation non-functional.
 - (c) The Free Tier is provided as-is with no uptime commitment and no support obligation beyond what is required by applicable law. The Company makes no commitment to maintain the Free Tier indefinitely and may modify or discontinue it on reasonable prior notice.
- 11.4 **FarmOS Subscription.** The FarmOS Subscription is a separate licence for access to the FarmOS smart farm management application and associated cloud-based analytics and management Services. The FarmOS Subscription is independent of the IoT Device Subscription and may be licensed on a per-user, per-pond, per-farm, or other basis as specified in the applicable Subscription Order. FarmOS Subscriptions auto-renew at the end of each billing period unless cancelled in writing before the renewal date. On expiry or termination, the Customer's right to access the FarmOS platform and cloud-hosted data ceases. The Customer is responsible for exporting all data prior to expiry. The Company will retain Customer data for a reasonable wind-down period as stated in the Privacy Notice, after which it may be permanently deleted.
- 11.5 **General Terms Applicable to All Subscriptions.** The following terms apply to both the IoT Device Subscription and the FarmOS Subscription:
- (a) All Subscriptions are non-exclusive, non-transferable licences. No ownership of Software, firmware, data models, or cloud infrastructure is transferred to the Customer.
 - (b) The Company reserves the right to update, modify, restructure, or discontinue Subscription tiers, features, pricing, or Plan Documentation at any time, subject to providing the Customer with reasonable prior notice. For Customers on an active paid Subscription, material adverse changes to features or pricing shall not take effect until the next renewal period unless agreed in writing. The Customer's continued use of the Subscription after a change takes effect constitutes acceptance of the updated terms.
 - (c) The Company provides no warranty of uninterrupted or error-free availability of cloud-based Subscription features. Availability is provided on a best-efforts basis. No service credits are provided for downtime unless expressly agreed in a separate Service Level Agreement.
- 11.6 **Beta Features and Pilot Deployments.** The Company may make available, from time to time, beta features, experimental functionality, pilot hardware, or early-access software (collectively "Beta Features"). The following terms apply to all Beta Features:
- (a) Beta Features are provided strictly as-is, with no warranty of any kind - express, implied, or statutory. The Manufacturer's Warranty in Section 19 does not apply to Beta Features, whether the deployment is free of charge or paid at a pilot rate.
 - (b) Beta Features may be modified, suspended, or discontinued at any time without notice or liability. No refund or credit is provided on discontinuation of a paid Beta Feature unless expressly agreed in a separate pilot agreement.

- (c) The Company's liability for any loss or damage arising from Beta Features is excluded to the maximum extent permitted by law. For Individual Customers, mandatory statutory rights are preserved in accordance with Section 4A.2.
- (d) Beta Features within FarmOS or on hardware devices should be clearly identified as beta or experimental. Where such labelling is present, the Customer's use of the labelled feature constitutes acknowledgement of its pre-release status. The Company recommends against using unlabelled beta features for critical farm automation without direct confirmation from the Company of their stability status.
- (e) Where a Customer participates in a formal pilot programme, the terms of the applicable pilot agreement supplement and, in case of conflict, prevail over this Section.

11A. API ACCESS AND THIRD-PARTY INTEGRATIONS

- 11.7 The Company may make available application programming interfaces (APIs) to enable integration between the Software and third-party platforms, tools, or services. API access is not currently live but is planned. When made available, API access will be governed by this Section and any additional API terms published by the Company.
- 11.8 **Pre-approved integrations.** The Company may maintain a list of pre-approved third-party integrations that Customers may connect to the Software without prior written approval. Connecting a pre-approved integration constitutes acceptance of any terms specific to that integration as published by the Company.
- 11.9 **Custom integrations.** Any integration not on the pre-approved list requires the Customer to obtain the Company's prior written approval before connecting. The Company may withhold approval at its discretion and may impose conditions on approval, including security requirements, data handling obligations, or technical standards.
- 11.10 **Customer responsibility for integrations.** The Customer is solely responsible for: the selection, configuration, and use of any third-party integration; ensuring that any third-party tool connected to the Software complies with applicable law and these Master Terms; any data shared with or processed by a third-party integration; and any failures, errors, or data loss caused by a third-party integration. The Company is not responsible for the performance, security, or availability of any third-party integration.
- 11.11 **Prohibition on AI training use.** Customer data accessed through the API or any third-party integration may not be used to train, fine-tune, or improve any artificial intelligence or machine learning model by any third party, without the Customer's explicit prior written consent and the Company's written approval. Any third-party integration that the Customer connects to the Software must be configured to prevent Customer data from being used for AI training purposes unless this prohibition has been expressly waived in writing by both the Customer and the Company. Breach of this clause is a material breach of these Master Terms entitling the Company to immediately suspend or terminate access.
- 11.12 The Company reserves the right to revoke access to any integration, whether pre-approved or custom, at any time where it determines that the integration poses a security, compliance, or data protection risk.

11B. AI CHAT FEATURE - POND ASSISTANT

- 11.13 The Company may offer, within the FarmOS application, a chat feature that allows multiple users within a Customer organisation or users granted access to the organisation to communicate, for example about individual ponds and to interact with an AI-powered assistant bot (the "Pond Assistant"). This Section governs the use of the Pond Assistant and the associated chat feature.
- 11.14 **Informational nature of AI responses.** Responses generated by the Pond Assistant are informational only. They do not constitute professional aquaculture advice, veterinary advice, or any other form of professional recommendation. The Customer and its users must apply independent professional judgment before acting on any Pond Assistant response. HydroNeo is not liable for any loss, harm, or damage arising from reliance on Pond Assistant outputs, including animal loss, production loss, or operational loss. The Pond Assistant is a decision-support tool and does not replace qualified farm management expertise.
- 11.15 **Multi-user visibility.** All messages sent in a chat are visible to all users within the Customer organisation who have access to that chat. The Customer is responsible for ensuring that users are informed of this visibility before they use the chat feature. The Customer's account administrator controls which users have access to each chat.
- 11.16 **Individual user consent.** Each individual user must acknowledge and accept the terms of this Section before first use of the chat feature, via an in-app consent flow presented at activation. Acceptance by an account administrator does not constitute acceptance on behalf of individual users for the purposes of personal data processing under this Section. Each user's acceptance is recorded individually.
- 11.17 **Use of chat data to improve the Pond Assistant.** The Company may use anonymised chat interaction data to train, validate, and improve the Pond Assistant, subject to each individual user's explicit opt-in consent given at the time of activation. Users who do not consent to this use may still access the chat feature in full. Consent may be withdrawn at any time by contacting the Company at contact@hydroneo.net or through the in-app privacy settings. Chat conversation data will not be shared with or used to train any third-party AI model.
- 11.18 **Chat data retention.** Chat messages are retained for the duration of the Customer's active paid Subscription. For devices or accounts on the Free Tier, chat messages are retained for twelve (12) months from the date of the message. In all cases, messages are permanently deleted within ninety (90) days of account closure, unless a longer

retention period is required by applicable law. Users may request deletion of their own messages at any time by contacting contact@hydroneo.net, subject to any applicable legal retention obligations.

- 11.19 **Acceptable use.** Users must not use the chat to transmit unlawful, harmful, defamatory, or confidential third-party information. The Company reserves the right to moderate, suspend access to, or remove content from the chat feature where it determines that content violates these Master Terms, applicable law, or poses a risk to system integrity or other users.

12. DATA AND PRIVACY

- 12.1 Personal data is processed in accordance with the HydroNeo Privacy Notice and applicable data protection laws, including where required the Thailand Personal Data Protection Act B.E. 2562 (PDPA), Indonesian Personal Data Protection Law (PDPL), and any other applicable national data protection legislation.
- 12.2 Non-personal operational data (including farm sensor data, performance metrics, and aggregated benchmarking data) may be used by the Company for analytics, system improvement, product development, industry benchmarking, and to train, validate, and improve HydroNeo's own artificial intelligence and analytical models, subject to reasonable anonymisation where personal data may be involved. Customers who do not wish their operational data to be used for HydroNeo's own AI model training may opt out by written notice to the Company; opt-out does not affect other processing described in this Section. For the avoidance of doubt, this Section permits use of data to improve HydroNeo's own internal models only; the prohibition on use of Customer data to train third-party AI models set out in Section 11A remains in full force.
- 12.3 Where applicable law requires a separate Data Processing Agreement (DPA), the parties shall enter into such agreement. Customers requiring a DPA should contact the Company.
- 12.4 The Customer represents that it has obtained all necessary consents and authorisations required under applicable law before sharing any personal data of its employees, workers, or other individuals with the Company.
- 12.5 **Product analytics and session recording.** The Company uses product analytics and session recording tools, including LogRocket, within the FarmOS application and related platforms to understand how users interact with the Software, identify usability issues, and improve the user experience. These tools may record session interactions, clicks, and navigation paths linked to user accounts. Such tools are operated as data processors under agreement with the Company and process data only in accordance with the Company's instructions. Users who wish to opt out of session recording may contact the Company at contact@hydroneo.net. Use of these tools is disclosed in the Privacy Notice.
- 12.6 **Cybersecurity incident response.** In the event of a confirmed security breach that materially affects Customer devices, accounts, or personal data, the Company will:
- endeavour to notify affected Customers within seventy-two (72) hours of the Company's own discovery of the breach, where technically and operationally feasible;
 - notify affected Customers no later than the timeframe required by applicable data protection law where such law imposes a mandatory notification obligation;
 - provide reasonable information about the nature of the breach, the data or devices affected, and the steps being taken to remediate it; and
 - take prompt steps to contain, investigate, and remediate the breach using reasonable technical and organisational measures.
- 12.7 **Customer incident reporting obligation.** The Customer must notify the Company in writing within forty-eight (48) hours of becoming aware of any actual or suspected: unauthorised access to or use of a HydroNeo device, account, or the Software; compromise of credentials used to access HydroNeo systems; or abnormal device behaviour that may indicate a cybersecurity incident. Timely notification by the Customer is a material obligation and failure to notify may affect the Company's ability to remediate and may limit the Company's liability for losses that could have been mitigated with earlier notice.
- 12.8 The Company's liability for losses arising from cybersecurity incidents is subject to the limitations in Section 21. Nothing in this Section requires the Company to guarantee security of Customer devices, networks, or third-party infrastructure outside the Company's reasonable control.

13. FEES, TAXES, AND PAYMENT

- 13.1 **Hardware Products.** Unless expressly agreed otherwise in writing, payment for hardware Products is required in full prior to shipment. The Company shall have no obligation to dispatch or release hardware until full payment has been received and cleared.
- 13.2 **Services and Subscriptions.** Fees for Services and Subscriptions are due within fourteen (14) days of the invoice date, unless the applicable Subscription Order specifies different terms.
- 13.3 **Exclusive of Taxes.** All fees are exclusive of applicable taxes, duties, customs charges, installation costs, and third-party fees, which shall be borne by the Customer.
- 13.4 **Late Payment.** Amounts not paid by the due date shall accrue interest at the statutory rate applicable under the governing law of the relevant addendum (or, where no addendum applies, under Thai law), calculated from the due date

until the date of actual payment. The Company's right to charge interest does not affect its right to suspend Services for non-payment under Section 24.

13.5 **Payment Disputes.** The Customer must raise any invoice dispute in writing within ten (10) days of the invoice date. Undisputed amounts remain payable by the due date regardless of any dispute regarding other amounts.

13.6 **Currency.** Payments shall be made in the currency stated in the invoice. Bank charges and foreign exchange costs are borne by the Customer.

14. EXPORT CONTROLS AND SANCTIONS COMPLIANCE

14.1 The Customer represents and warrants that it complies, and shall continue to comply, with all applicable export control, sanctions, and trade compliance laws and regulations.

14.2 The Customer shall not use, export, re-export, transfer, or make available any Product, Software, or Service in violation of applicable export control or sanctions laws, including to prohibited jurisdictions, restricted parties, or for prohibited end uses.

14.3 The Company may immediately suspend or terminate Products and/or Services, without liability, where continued provision would violate or reasonably risk violating applicable export control or sanctions laws.

15. FORCE MAJEURE

15.1 Neither party shall be liable for delay or failure to perform obligations (other than payment obligations) due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, epidemic or pandemic, war, terrorism, civil unrest, labour disputes, supply chain disruptions, power or internet failures, governmental actions, or failure of third-party infrastructure.

15.2 The affected party shall promptly notify the other party of the force majeure event and use reasonable efforts to mitigate its effects.

15.3 If a force majeure event continues for more than sixty (60) days, either party may terminate the affected obligations without liability by providing written notice.

15.4 **Subscription fee suspension.** Where a force majeure event directly causes a continuous and material interruption to cloud-based Services or Software that is attributable to the Company (and not to third-party infrastructure, the Customer's network, or events outside the Company's reasonable control), and such interruption exceeds fourteen (14) consecutive days, the Company will apply a pro-rata credit to the Customer's next invoice for the period of confirmed material interruption beyond the fourteen (14) day threshold. Such credit is the Customer's sole remedy for service interruption during a force majeure event. No credit applies where the interruption is caused by third-party infrastructure failures, Customer-side connectivity issues, or events excluded under Section 5.

16. CONFIDENTIALITY

16.1 Each party agrees to hold the other party's Confidential Information in strict confidence and not to disclose it to any third party without the prior written consent of the disclosing party, except as permitted under this Section.

16.2 Each party may disclose Confidential Information only to its employees, contractors, and advisers who have a genuine need to know it for purposes connected with these Master Terms and who are bound by confidentiality obligations at least as protective as those in this Section.

16.3 The obligations in this Section do not apply to information that:

- (a) is or becomes publicly available through no fault of the receiving party;
- (b) was already known to the receiving party prior to disclosure, as evidenced by written records;
- (c) is independently developed by the receiving party without reference to the Confidential Information; or
- (d) is required to be disclosed by applicable law, court order, or regulatory authority, provided that the receiving party gives the disclosing party prompt written notice and cooperates with any reasonable request to seek a protective order.

16.4 The Company may reference the Customer as a customer for marketing purposes (e.g. logo, brief description) unless the Customer objects in writing.

16.5 Confidentiality obligations under this Section survive termination or expiry of the commercial relationship for a period of three (3) years.

17. INTELLECTUAL PROPERTY

17.1 All intellectual property rights in the Products, Software, and Services (including firmware, algorithms, data models, and related documentation) remain exclusively vested in the Company or its licensors. These Master Terms do not transfer any ownership of intellectual property to the Customer.

- 17.2 The Customer is granted a limited, non-exclusive, non-transferable licence to use the Software solely for its internal business purposes during the applicable Subscription term or, for firmware embedded in hardware Products, for the life of those Products.
- 17.3 **Firmware licence.** The Customer is granted a non-exclusive, non-transferable licence to use the firmware installed on a purchased hardware device. This firmware licence is tied to the device and subsists for as long as the device remains active under a valid account (including the Free Tier). The firmware licence does not terminate solely because a paid IoT Device Subscription lapses, provided the device remains registered and active on the Free Tier. If the Customer's account is closed or the device is deregistered, the firmware licence terminates. For the avoidance of doubt: local offline automation functionality continues to operate on the firmware version installed at the time of subscription lapse, as described in Section 11.3; the firmware licence does not include the right to receive updates, new features, security patches, or cloud-connected functionality beyond what the Free Tier provides.
- 17.4 Except as expressly stated in these Master Terms, the Company provides no warranty or indemnity that Products, Software, or Services do not infringe third-party intellectual property rights.
- 17.5 The Company shall have no liability for intellectual property claims arising from:
- (a) Customer specifications or instructions;
 - (b) combination with third-party products or services not approved by the Company;
 - (c) unauthorised modifications; or
 - (d) use outside the intended scope or territory.

18. INSURANCE

- 18.1 The Customer is responsible for maintaining appropriate insurance coverage for its operations, including coverage for property damage, equipment, animals, and business interruption.
- 18.2 The Company does not provide insurance coverage for Customer assets, livestock, or operations.

19. LIMITED MANUFACTURER'S WARRANTY

- 19.1 **Scope.** The Company provides a limited manufacturer's warranty covering defects in materials and workmanship under normal intended use.
- 19.2 **What Is Covered.** Only defects attributable to manufacturing or material faults existing at the time of delivery.
- 19.3 **What Is Not Covered.** The Warranty expressly excludes:
- (a) consumables, cables, connectors, tubing, sensor caps, and batteries;
 - (b) damage caused by farm conditions, animals, corrosion, moisture, chemicals, heat, or vibration;
 - (c) misuse, neglect, improper installation, maintenance, or cleaning;
 - (d) normal wear and tear;
 - (e) accidental damage or third-party interference;
 - (f) electrical surges, unstable power, or improper grounding;
 - (g) Products used outside specifications or after EOL designation.
- 19.4 **Duration.** Unless otherwise agreed, the warranty period is twelve (12) months from the date of delivery for new Products and six (6) months for used Products.
- 19.5 **Exclusive Remedy.** Repair or replacement at the Company's sole discretion is the sole and exclusive remedy under this Warranty.
- 19.6 **Warranty Process.** Warranty claims must be submitted in writing within the warranty period with a description of the defect and reasonable supporting evidence. The Company will evaluate the claim and notify the Customer of eligibility. The Company's determination of warranty eligibility shall be made in good faith and in accordance with this Section.

20. WARRANTY VOIDING EVENTS

Any breach of Sections 6, 7, 8, 9, or 10 of these Master Terms that directly causes or contributes to the defect giving rise to a warranty claim shall void the Warranty in respect of the affected Product.

21. LIMITATION OF LIABILITY

- 21.1 To the maximum extent permitted by applicable law, the Company's total aggregate liability to the Customer arising out of or in connection with these Master Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total amounts paid by the Customer to the Company for the specific Product or Service giving rise to the claim in the twelve (12) months preceding the claim.

- 21.2 To the maximum extent permitted by applicable law, the Company shall have no liability for:
- (a) indirect, consequential, incidental, special, or punitive damages;
 - (b) loss of profits, revenue, or business;
 - (c) loss of data or information;
 - (d) animal loss, biomass loss, or production loss;
 - (e) loss of anticipated savings or business opportunity.
- 21.3 Nothing in these Master Terms excludes or limits the Company's liability for:
- (a) mandatory statutory rights that cannot be excluded or limited under applicable law.
- 21.4 The liability cap and exclusions set out in this Section apply in full to Commercial Customers and reflect a reasonable allocation of risk agreed between commercial parties. For Individual Customers, mandatory statutory rights that cannot be excluded under applicable consumer protection law are preserved in accordance with Section 4A.2.

22. INDEMNIFICATION

- 22.1 The Customer ("Indemnifying Party") shall defend, indemnify, and hold harmless the Company and its affiliates, officers, employees, and agents ("Indemnified Parties") from and against any third-party claims, losses, damages, costs, and expenses (including reasonable legal fees) arising from:
- (a) the Customer's misuse, negligent use, or unauthorised modification of the Products or Software;
 - (b) the Customer's breach of these Master Terms or any applicable addendum;
 - (c) the Customer's violation of applicable laws or regulations; or
 - (d) any representation or warranty made by the Customer to a third party beyond what the Company has authorised.
- 22.2 The Indemnified Party shall: (a) promptly notify the Indemnifying Party in writing of any claim for which indemnification is sought; (b) grant the Indemnifying Party control over the defence and settlement of the claim; and (c) provide reasonable cooperation at the Indemnifying Party's expense. The Indemnified Party may participate in the defence with counsel of its own choice at its own cost.

23. CLAIMS LIMITATION PERIOD

- 23.1 Any legal claim or action arising out of or in connection with these Master Terms must be commenced within twelve (12) months from the date on which the claiming party first became aware (or reasonably ought to have become aware) of the facts giving rise to the claim.
- 23.2 Where mandatory applicable law provides for a longer limitation period that cannot be contractually reduced, that mandatory period shall apply instead. In all other cases, any claim not brought within the twelve (12) month period is permanently barred.

24. TERMINATION AND SUSPENSION

- 24.1 The Company may suspend or terminate Services, Subscriptions, or the supply of Products with written notice in the event of:
- (a) the Customer's material breach of these Master Terms or any addendum that remains unremedied for ten (10) days after written notice;
 - (b) non-payment of amounts not subject to a bona fide dispute;
 - (c) a safety or cybersecurity risk attributable to the Customer's actions or omissions;
 - (d) applicable regulatory requirements; or
 - (e) the Customer's insolvency, liquidation, or cessation of business.
- 24.2 In cases of immediate safety risk, the Company may act without prior notice in accordance with Section 7.
- 24.3 On termination, all outstanding fees become immediately due and payable. Provisions that by their nature should survive termination (including Sections 12, 16, 17, 21, 22, and 23) shall continue in full force and effect.

25. DISPUTE HANDLING AND CONTINUED PERFORMANCE

- 25.1 The Customer shall not withhold payment of undisputed amounts due to the existence of any dispute.
- 25.2 Unless performance is legally or technically impossible, the Customer shall continue to comply with these Master Terms during the resolution of any dispute.

- 25.3 The parties agree to attempt in good faith to resolve any dispute through senior-level negotiation before commencing formal proceedings. Either party may initiate this process by written notice, after which the parties shall have thirty (30) days to reach a resolution before formal proceedings may begin.

26. COMPLIANCE WITH LAW AND ETHICAL STANDARDS

- 26.1 The Customer represents and warrants that it complies with applicable labour, safety, environmental, anti-corruption, and anti-bribery laws in its operations.
- 26.2 Nothing in these Master Terms obligates the Company to audit or monitor Customer compliance.
- 26.3 Without limiting the generality of the foregoing, the Customer is solely responsible for obtaining and maintaining all permits, licences, and regulatory approvals required under applicable aquaculture and fisheries regulations for the operation of automated aquaculture equipment, connected monitoring systems, and related technology at its facility. HydroNeo makes no representation that its Products or Services satisfy any regulatory approval requirement for aquaculture operations in any jurisdiction.

27. MARKETPLACE SERVICES

Where the Company facilitates the connection of Customers (as sellers) with third-party buyers for their harvests or aquaculture produce, and receives a commission or fee in connection with such transactions, the terms of engagement (including the Company's role as agent or platform operator, commission structure, payment mechanics, and liability allocation) shall be set out in a dedicated Marketplace Addendum issued by the Company. In the absence of an executed Marketplace Addendum, the Company has no obligation to provide and no liability in respect of any marketplace-related service.

28. GOVERNING LAW AND JURISDICTION

- 28.1 Governing law and jurisdiction are primarily determined by the applicable country addendum.
- 28.2 Where no country addendum applies, or where an applicable addendum does not specify governing law, these Master Terms shall be governed by and construed in accordance with the laws of the Kingdom of Thailand. The courts of Thailand shall have non-exclusive jurisdiction to settle any dispute arising out of or in connection with these Master Terms.
- 28.3 Nothing in this Section prevents either party from seeking urgent injunctive or other equitable relief in any competent jurisdiction.

29. PREVAILING LANGUAGE

These Master Terms, Addenda, and related legal documents are issued in the English language. Translations into other languages may be provided for convenience only. In the event of any inconsistency, conflict, or difference in interpretation, the English version shall prevail and be legally binding.

30. MISCELLANEOUS

- 30.1 **Severability.** If any provision of these Master Terms is found by a court or tribunal of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, or if modification is not possible, severed from the remaining provisions. The remaining provisions shall continue in full force and effect.
- 30.2 **Non-Waiver.** No failure or delay by the Company in exercising any right or remedy under these Master Terms shall constitute a waiver of that right or remedy. A waiver of any breach shall not be deemed a waiver of any subsequent breach.
- 30.3 **Assignment.** The Customer may not assign, transfer, novate, or sub-contract any of its rights or obligations under these Master Terms without the Company's prior written consent. The Company may assign its rights and obligations to any affiliated entity within the HydroNeo Group, or to any successor entity in connection with a merger, acquisition, or sale of all or substantially all of its business, without the Customer's consent.
- 30.4 **Entire Agreement.** These Master Terms, together with any applicable addendum, Subscription Order, and signed agreement, constitute the entire agreement between the parties relating to their subject matter and supersede all prior representations, negotiations, and understandings, whether oral or written.
- 30.5 **Amendments.** The Company may amend these Master Terms by publishing an updated version with a revised effective date. Continued use of Products or Services after the effective date of an amendment constitutes acceptance. For Customers under an active Subscription, material adverse amendments shall not take effect until the next renewal unless agreed by the Customer in writing.

- 30.6 **Notices.** Formal notices under these Master Terms must be in writing and delivered by email with read receipt, or by registered post, to the address or email on record for each party. Notices are effective on confirmed delivery.
- 30.7 **No Third-Party Rights.** These Master Terms do not confer any rights on any third party.
- 30.8 **Relationship of Parties.** The parties are independent contractors. Nothing in these Master Terms creates a partnership, joint venture, employment, or agency relationship.
- 30.9 **Regulatory Review.** HydroNeo will periodically review these Master Terms and applicable addendums in light of changes to applicable law, regulation, and industry standards - including developments in data protection law, IoT regulation, product liability, cybersecurity requirements, and aquaculture-specific regulation in its operating jurisdictions. Material changes required by new legislation will be reflected in updated versions of the relevant documents with reasonable advance notice to Customers on active Subscriptions.

End of HydroNeo Global Group Master Terms & Conditions v3.0

HydroNeo Aquaculture Technologies Pte. Ltd. · Singapore