

# HydroNeo Global Group

## International / Export Addendum

Version: 3.0 | Effective Date: 1 May 2026

**Scope:** Customers outside HydroNeo's local operating jurisdictions (Thailand and Indonesia)

**Default Contracting Entity:** HydroNeo Aquaculture Technologies Pte. Ltd. (Singapore)

**Supplemental to:** HydroNeo Global Group Terms & Conditions — Master v3.0

This International / Export Addendum v3.0 ("**Export Addendum**") supplements and forms an integral part of the **HydroNeo Global Group Terms & Conditions — Master v3.0** ("Master Terms"). This Export Addendum applies where Products and/or Services are sold, rented, subscribed to, or exported internationally, provided to Customers domiciled outside HydroNeo's local operating jurisdictions, or contracted via a HydroNeo Group entity for cross-border delivery. In case of conflict, this Export Addendum shall prevail only to the extent required by mandatory local law. In all other respects, the Master Terms remain fully applicable.

## 1. CONTRACTING ENTITY

- 1.1 Unless the applicable quotation, invoice, or agreement expressly designates a different HydroNeo Group entity, the contracting entity for international and export transactions is HydroNeo Aquaculture Technologies Pte. Ltd. (Singapore).
- 1.2 HydroNeo may perform its obligations through affiliated group entities, subcontractors, cloud or infrastructure service providers, or other authorised third parties, without altering HydroNeo's contractual responsibility under the Master Terms.

## 2. PROFESSIONAL AND COMMERCIAL USE REPRESENTATION

- 2.1 For international Customers, the Customer Classification framework set out in **Sections 4 and 4A of the Master Terms** applies in full. Customers who self-declare as Commercial Customers at the point of purchase are subject to the full commercial terms of the Master Terms. Individual Customers retain all mandatory rights available under applicable consumer protection law in their jurisdiction, as preserved by Section 4A.2 of the Master Terms.
- 2.2 Customers are presumed to be Commercial Customers unless they actively notify the Company otherwise in writing prior to or at the time of purchase. Where a Customer is in fact an Individual Customer notwithstanding this presumption, mandatory consumer protection rights that cannot be waived under applicable law are preserved by operation of Section 4A of the Master Terms.

## 2A. DEEMED COMMERCIAL USE

In accordance with **Section 4A.5 of the Master Terms**, any international Customer using HydroNeo Products or Services in connection with aquaculture, fisheries, agriculture, or any other income-generating or productive activity is deemed to be a Commercial Customer regardless of corporate registration status or operating scale. The Individual Customer classification does not apply to such Customers.

## 3. CURRENCY AND PAYMENT

- 3.1 Invoices for international Customers shall be denominated in the currency stated on the applicable quotation or invoice. Unless otherwise specified, the default invoicing currency is **USD**. The Company reserves the right to invoice in other currencies for specific regions as notified to the Customer at the time of quotation.
- 3.2 All payment terms set out in **Section 13 of the Master Terms** apply in full, including full pre-payment for hardware prior to shipment, Net 14 for Services and Subscriptions, and late payment interest at the statutory rate applicable under Singapore law where no other governing law applies.

- 3.3 The Customer bears all bank transfer charges, currency conversion costs, and any withholding taxes required by its local jurisdiction. Where withholding tax applies, the Customer shall gross up payments so that HydroNeo receives the full invoiced amount after withholding.

#### 4. SUBSCRIPTION SERVICES — INTERNATIONAL

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- 4.1 The IoT Device Subscription and FarmOS Subscription frameworks set out in **Section 11 of the Master Terms** apply in full to international Customers. Subscription features, tiers, pricing, and Plan Documentation are as published by the Company from time to time and set out in the applicable Subscription Order.
- 4.2 Beta Features and pilot deployments are subject to the terms of **Section 11.6 of the Master Terms**. API access and third-party integrations, when made available, are subject to **Section 11A of the Master Terms**, including the prohibition on use of Customer data for third-party AI training.
- 4.3 For international Customers, Subscription fees are invoiced in the currency stated on the applicable Subscription Order. Auto-renewal occurs as described in the Master Terms. Customers wishing to cancel must notify the Company in writing before the renewal date.
- 4.4 The Company makes no representation that all Subscription features or cloud-connected functionality are available in every jurisdiction. Local network restrictions, regulatory requirements, or infrastructure limitations may affect availability. The Company is not liable for reduced functionality resulting from such local conditions.

#### 5. EXPORT AND CROSS-BORDER USE

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- 5.1 The Customer acknowledges that Products and Services may be subject to export controls, import restrictions, sanctions, and local regulatory requirements in the country of destination and any transit countries.
- 5.2 The Customer is solely responsible for: obtaining all required import permits and licences; customs clearance and payment of duties and tariffs; obtaining local certifications and regulatory approvals; and compliance with local electrical, radio frequency, safety, environmental, and animal welfare laws.
- 5.3 HydroNeo makes no representation or warranty that Products or Services comply with laws, standards, or certification requirements outside their country of manufacture or primary market. Any use outside the intended or approved country of operation is undertaken entirely at the Customer's own risk.

#### 6. EXPORT CONTROLS, SANCTIONS AND RE-EXPORT

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- 6.1 The export controls and sanctions provisions set out in **Section 14 of the Master Terms** apply in full and with particular force to international Customers, given the cross-border nature of their transactions.
- 6.2 The Customer warrants that it is not located in, organised under the laws of, or controlled by any jurisdiction subject to comprehensive sanctions or embargoes imposed by the United Nations, the United States, the European Union, the United Kingdom, or Singapore; and that it is not listed on any denied or restricted party list maintained by any of those authorities.
- 6.3 The Customer shall not re-export, transfer, or permit access to Products, Software, Services, or related technical data to any third party without obtaining all required export authorisations from applicable authorities. Any breach of this Section constitutes a material breach entitling HydroNeo to immediate suspension or termination without liability.

#### 7. DELIVERY, INSPECTION AND ACCEPTANCE

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- 7.1 The Delivery, Inspection, and Acceptance provisions set out in **Section 9 of the Master Terms** apply in full to international Customers.
- 7.2 For international shipments, the Customer must: inspect Products immediately upon delivery; record a continuous, unedited video of the parcel opening showing the unopened package, shipping label, and contents where reasonably practicable; and notify the Company in writing of any claim within three (3) business days of delivery.
- 7.3 Failure to provide timely inspection notice and reasonable evidence may result in the claim being rejected, except where prohibited by mandatory local law.

## 8. HARDWARE END-OF-LIFE AND DECOMMISSIONING

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- 8.1 The Hardware End-of-Life (EOL) and Decommissioning provisions set out in **Section 8 of the Master Terms** apply globally and without limitation to international Customers.
- 8.2 For international Customers in particular: HydroNeo has no obligation to provide spare parts, updates, replacements, or support after EOL; continued operation beyond EOL may result in degraded performance, cloud incompatibility, or service discontinuation; and HydroNeo bears no liability for losses, damages, or operational impacts arising from EOL operation.
- 8.3 International Customers are solely responsible for complying with local disposal, recycling, and environmental regulations applicable to electronic and aquaculture equipment in their jurisdiction.

## 9. SAFETY-CRITICAL UPDATES

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- 9.1 The Safety-Critical Updates provisions set out in **Section 6 of the Master Terms** apply globally. International Customers expressly agree that safety-critical updates must be installed promptly upon notification by HydroNeo.
- 9.2 Failure to do so may result in: service suspension; functionality limitation; remote shutdown in accordance with Section 10 below; voided warranty; and exclusion of liability for resulting damage or loss.
- 9.3 HydroNeo shall not be responsible for any damage, loss, or harm arising from the Customer's refusal or delay in installing safety-critical updates.
- 9.4 The independent backup systems obligation set out in **Section 6 of the Master Terms** applies globally. International Customers using Products to control life-critical equipment must maintain independent physical backup systems capable of sustaining critical functions independently of HydroNeo software, firmware, and cloud connectivity. Failure to do so constitutes contributory fault that limits any claim for resulting animal or production loss.

## 10. REMOTE ACCESS AND REMOTE SHUTDOWN RIGHTS

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- 10.1 The Remote Shutdown and System Intervention Rights set out in **Section 7 of the Master Terms** apply globally, including the requirement for reasonable advance notice except in cases of immediate and serious safety risk, cybersecurity threat, or regulatory breach.
- 10.2 Remote intervention may be exercised without prior notice only where: there is an immediate and serious safety risk to persons, animals, or property; there is an active cybersecurity threat to system integrity; or continued operation would constitute a breach of applicable export controls or sanctions law.
- 10.3 In all other cases (including non-payment, terms breach, or misuse), HydroNeo will use reasonable efforts to provide advance written notice before exercising remote shutdown rights.
- 10.4 Such actions shall not constitute a breach of contract and shall not give rise to refunds, compensation, or damages claims, to the maximum extent permitted by applicable law.

## 11. MANUFACTURER WARRANTY — INTERNATIONAL

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- 11.1 All warranties provided to international Customers are strictly limited to the Manufacturer Warranty as defined in **Section 19 of the Master Terms**.
- 11.2 The following are expressly excluded from warranty coverage: cables, connectors, housings, consumables, and accessories; corrosion, oxidation, water ingress, or humidity exposure; animal interference, pests, algae, biofouling, or farm activity; unstable, improper, or non-compliant power supply; environmental, climatic, or biological conditions; misuse, improper installation, handling, or maintenance; normal wear and tear; and third-party equipment, software, or integrations.
- 11.3 Warranty claims will be assessed by HydroNeo in good faith and in accordance with Section 19 of the Master Terms. HydroNeo's determination of warranty eligibility is subject to any mandatory warranty rights under applicable local law that cannot be contractually excluded.

## 11A. CYBERSECURITY INCIDENT RESPONSE

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- 11.4 The cybersecurity incident response obligations set out in **Section 12 of the Master Terms** apply globally to all international Customers. HydroNeo will endeavour to notify affected Customers within seventy-two (72) hours of discovery of a confirmed breach, and no later than the timeframe required by applicable local data protection law.
- 11.5 International Customers must notify HydroNeo in writing within forty-eight (48) hours of becoming aware of any actual or suspected unauthorised access to a HydroNeo device or account, compromise of credentials, or abnormal device behaviour that may indicate a cybersecurity incident.

## 12. AUTOMATION, FARMING AND BIOLOGICAL RISK

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- 12.1 The Customer acknowledges and agrees that HydroNeo Products and Services are decision-support tools, not guarantees, and that automation does not replace human supervision, professional judgment, or farm management. The full risk allocation set out in **Section 3 of the Master Terms** applies.
- 12.2 HydroNeo does not guarantee animal survival, biological performance, production yield, or profitability. All farming, operational, environmental, and biological risks remain solely with the Customer.
- 12.3 HydroNeo shall not be liable for animal loss, biomass loss, production downtime, or indirect or consequential losses, to the maximum extent permitted by applicable law.

## 13. THIRD-PARTY INFRASTRUCTURE

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- 13.1 HydroNeo shall not be responsible for failures, interruptions, or data loss caused by third-party infrastructure, as set out in **Section 5 of the Master Terms**, including: telecommunications and internet providers; mobile networks and satellite services; cloud and hosting platforms; power utilities; third-party software or integrations; and cybersecurity incidents beyond HydroNeo's reasonable control.

## 14. DATA PROTECTION AND CROSS-BORDER TRANSFERS

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- 14.1 Personal data of international Customers may be processed and transferred internationally in accordance with the Master Terms, HydroNeo's applicable Privacy Notice, and applicable data protection laws in the Customer's jurisdiction.
- 14.2 The Customer acknowledges that data may be stored or processed outside its country of domicile, including in Singapore or Thailand. Compliance with any local data localisation requirements remains the Customer's responsibility unless expressly agreed otherwise in writing.
- 14.3 Where the Customer's jurisdiction requires a specific data transfer mechanism (such as standard contractual clauses, adequacy decisions, or binding corporate rules), the parties shall cooperate in good faith to put in place such mechanism. Customers requiring a Data Processing Agreement should contact the Company.
- 14.4 The Customer represents that it has obtained all necessary consents and authorisations required under applicable local data protection law before sharing any personal data with HydroNeo.

## 15. COMPLIANCE WITH LOCAL LAW

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- 15.1 The Customer is solely responsible for compliance with all applicable local laws and regulations, permits and licences, industry standards, and safety and animal welfare requirements in its jurisdiction.
- 15.2 HydroNeo assumes no responsibility for local legal compliance on behalf of the Customer unless expressly agreed in writing.

## 16. LIMITATION OF LIABILITY

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- 16.1 The Limitation of Liability provisions set out in **Section 21 of the Master Terms** apply in full to international Customers and are reconfirmed here for clarity.
- 16.2 HydroNeo's total liability is capped at the amounts paid by the Customer for the affected Product or Service in the twelve (12) months preceding the claim. Indirect, incidental, consequential, punitive, or special damages are excluded to the maximum extent permitted by applicable law.
- 16.3 This limitation applies regardless of jurisdiction or theory of liability.

## 17. CONSUMER LAW CARVE-OUT

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Where the Customer is classified as an Individual Customer under **Section 4A of the Master Terms**, or where mandatory consumer protection law in the Customer's jurisdiction cannot be excluded or waived, the protections afforded by that law are preserved in full notwithstanding any Commercial Customer self-declaration. All remaining provisions of the Master Terms and this Export Addendum continue in full force and effect.

## 17A. AQUACULTURE AND FISHERIES REGULATORY COMPLIANCE

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In addition to the general compliance obligations in **Section 26 of the Master Terms**, international Customers are solely responsible for obtaining and maintaining all permits, licences, and regulatory approvals required under applicable aquaculture and fisheries regulations in their jurisdiction for the operation of automated aquaculture equipment and connected monitoring systems. HydroNeo makes no representation that its Products or Services satisfy any regulatory approval requirement for aquaculture operations in any jurisdiction.

## 18. GOVERNING LAW AND DISPUTE RESOLUTION

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18.1 Unless otherwise expressly agreed in a signed written agreement, this Export Addendum and the Master Terms (as applied to international Customers) shall be governed by and construed in accordance with the laws of the Republic of Singapore, without regard to its conflict of law principles.

18.2 **Forum election by HydroNeo.** HydroNeo reserves the sole right to elect, at its discretion, either of the following forums for the resolution of any dispute arising out of or in connection with these terms:

- (a) **Courts of Thailand.** The courts of Bangkok, Thailand, shall have non-exclusive jurisdiction; or
- (b) **SIAC Arbitration.** The dispute shall be finally resolved by arbitration administered by the Singapore International Arbitration Centre (SIAC) in accordance with its Arbitration Rules in force at the time of the dispute. The seat of arbitration shall be Singapore. The language of arbitration shall be English. The tribunal shall consist of one (1) arbitrator unless the amount in dispute exceeds USD 500,000, in which case three (3) arbitrators shall be appointed. The award shall be final and binding on the parties.

18.3 HydroNeo shall notify the Customer in writing of its forum election before or at the time of commencing formal proceedings. Once elected, the chosen forum is binding for that dispute.

18.4 Notwithstanding the foregoing, either party may seek urgent injunctive or other equitable relief in any court of competent jurisdiction without this constituting a waiver of the forum election right.

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### Acceptance

By purchasing, importing, installing, or using HydroNeo Products and/or Services internationally, the Customer confirms acceptance of this **International / Export Addendum v3.0** together with the **Master Terms v3.0**.

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*End of International / Export Addendum v3.0*

HydroNeo Aquaculture Technologies Pte. Ltd. | Singapore