



Announcement to ASX
ASX Code: HTG

18 November 2025

HARVEST EXECUTES EXCLUSIVE RESELLER AGREEMENT WITH PYXIS CONTROLS

Harvest Technology Group Limited ("the Company" or "Harvest") (ASX:HTG | FSE:HTE) is pleased to announce it has executed a binding agreement with Pyxis Controls ("Pyxis"), appointing Pyxis as the exclusive reseller of Harvest's Nodestream™ technology suite across the Middle East, North Africa, Turkey, India, and South Africa (MENATISA) regions.

Under the terms of the agreement, Pyxis has been granted exclusive regional rights to represent, integrate, and commercialise Harvest's Nodestream™ solutions across the MENATISA region. Acting as Harvest's exclusive technology integration partner, Pyxis will leverage its established networks and technical capabilities to drive adoption within key sectors including national security, energy, marine, and government communications.

The agreement outlines a framework for joint business development, technical enablement, market support and training. In return, Pyxis will provide localised integration, sales, and customer support services, while both parties share revenue derived from product sales, licensing, and integration projects within the territory. Exclusivity and the granting of equity options is subject to defined performance milestones and periodic review, ensuring continued alignment with market development objectives.

Key Terms of the Agreement

Exclusivity	Pyxis has been granted exclusivity for an initial 2.5-year period. If Pyxis delivers a minimum A\$500,000 Gross Margin Share to Harvest in that time, exclusivity extends for a further 2.5 years.
Revenue Share	Gross Margin will be shared on a 40% Harvest / 60% Pyxis basis after agreed deductions and subject to agreed minimum pricing.
Performance Equity Options	Pyxis is entitled to performance-based options in Harvest on achieving specific sales and profit performance, that when exercised, will result in Harvest receiving up to A\$5m in cash. The terms and conditions of the performance options are as follows: <u>Months 1 – 12 (1st Option)</u> Options equal to Pyxis revenue (subject to Harvest receiving at least 40% of gross margin), exercisable at A\$0.0225, capped at A\$3m. <u>Months 13 – 24 (2nd Option)</u> Options equal to Pyxis revenue (subject to Harvest receiving at least 40% of gross margin), exercisable at A\$0.025, capped at A\$3m, less any first-year issue.



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	<p><u>Months 25 – 36 (3rd Option)</u></p> <p>Options equal to Harvest profit share from Pyxis, exercisable at A\$0.03</p> <p><u>Months 37 – 48 (4th Option)</u></p> <p>Options equal to Harvest profit share from Pyxis, exercisable at A\$0.035</p> <p><u>Months 49 – 60 (5th Option)</u></p> <p>Options equal to Harvest profit share from Pyxis, exercisable at A\$0.04</p> <p>Total Cap</p> <p>Aggregate performance options limited to A\$5 million in exercisable value to Harvest.</p> <p>Option Terms & Conditions are outlined in Annexure A</p>
Board Representation	Should Pyxis achieve a fully diluted ownership position greater than 10%, it will be entitled to nominate a director to the Harvest Board
Support & Training	Harvest will provide training, trial licences and technical support to Pyxis to accelerate sales growth
Introducer Rights	Pyxis may also introduce global clients, earning exclusivity with those named clients under similar margin and payment structures
Termination	The Agreement may be terminated by either party for unremedied material breach, insolvency events, or if continued performance would breach applicable laws. Harvest may also terminate for improper use or resale of the Goods. Upon termination, obligations to return confidential information apply, outstanding fees must be paid within 14 days, and no further purchase orders are required to be fulfilled

Harvest Managing Director Ilario Faenza said:

"This agreement with Pyxis Controls represents a significant step forward in our international expansion strategy. Pyxis has deep technical expertise and trusted relationships across national security, energy, and government sectors in MENATISA – precisely the markets where Nodestream™ delivers unmatched value. Their capability to integrate and deploy mission-critical communications aligns perfectly with our vision to make secure, ultra-low-bandwidth video and data streaming the global standard. We see this partnership as a strong catalyst for accelerated revenue growth and long-term market penetration across some of the most strategically important sectors and regions in the world."

Pyxis Controls CTO, Adam Joseph Fasullo, added:

"We are proud to formalise this partnership with Harvest Technology Group – a company whose innovations are redefining what's possible in secure, low-bandwidth communications. Across the MENATISA region, our clients in national security, energy, and government are demanding resilient, real-time connectivity in the most



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challenging operational environments. Nodestream™ delivers exactly that – a transformative capability that bridges the gap between field operations and command centres, even where traditional networks fail. By combining Pyxis's regional integration strength with Harvest's breakthrough technology, we are positioned to set a new benchmark for mission-critical communications and accelerate the digital transformation of industries that underpin national security and energy infrastructure."

About Pyxis Controls

Pyxis Controls, headquartered in Ras Al Khaimah, United Arab Emirates, is a specialised technology integrator and solutions provider delivering advanced systems on land, sea and air across multiple mission-critical sectors. With a focus on innovation, interoperability, and operational resilience, Pyxis has developed a strong reputation for delivering end-to-end solutions that bridge complex technology environments.

The company's core expertise spans:

- **National Security Systems** – providing integrated command, surveillance, and tactical communication capabilities for national security, law enforcement, and homeland security applications.
- **Energy and Industrial Infrastructure** – deploying robust monitoring, automation, and control systems to enhance efficiency, safety, and uptime across oil, gas, power, and manufacturing sectors.
- **Marine and Critical Communications** – supporting maritime operators, port authorities, and offshore industries with secure, low-latency communications and situational-awareness technologies.
- **Government and Enterprise Technology Integration** – designing and implementing digital transformation projects that combine IT, OT, and cybersecurity frameworks for mission-ready performance.

Through this strategic agreement, Pyxis Controls will leverage its deep sector experience, technical integration capabilities, and established relationships across MENATISA (Middle East, North Africa, Türkiye, India, and Sub-Saharan Africa) to accelerate market adoption of Harvest's Nodestream™ solutions. These regions present strong demand for secure, real-time video and data transmission in bandwidth-constrained and high-latency environments, such as remote energy sites, border-security zones, and maritime operations.

By combining Pyxis's regional reach and integration expertise with Nodestream™'s ultra-efficient, encrypted streaming technology, the partnership is positioned to deliver transformative communications capability to national security, energy, and government customers requiring assured connectivity under the most challenging operating conditions.

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This announcement was authorised for release by the Board of Harvest Technology Group Limited.



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About Harvest Technology Group

Harvest Technology Group Limited (ASX: HTG) is a global leader in network optimised remote operations that deliver real-time remote control, communication, automation, and monitoring capabilities. Headquartered in Perth, Australia, the group of companies is revolutionising remote field services with ultra-low bandwidth Network Optimised Livestreaming solutions that enable customers to stay connected to operations and personnel anywhere in the world while utilising just a fraction of existing bandwidth resources.

To learn more please visit: <https://harvest.technology/>

If you would like to receive the HTG Insights Newsletter for future updates, please visit our website and subscribe at the bottom of the page.

Forward Looking Statements

Statements contained in this release, particularly those regarding possible or assumed future performance, revenue, costs, dividends, production levels or rates, prices, or potential growth of Harvest Technology Group Limited, are, or may be, forward-looking statements. Such statements relate to future events and expectations and, as such, involve known and unknown risks and uncertainties. Actual results and developments may differ materially from those expressed or implied by these forward-looking statements depending on a variety of factors.



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ANNEXURE A – OPTION TERMS

Options will be issued on the following terms:

- (a) **Entitlement:** Subject to paragraphs (j) and (k) below, each Option entitles the Option Holder to subscribe for one Ordinary Share upon payment of the Exercise Price for each Option.
- (b) **No payment on grant:** The Option Holder is not required to pay any amount on the grant of an Option.
- (c) **Exercise price:** The amount payable upon the exercise of each Option is the Exercise Price as follows.
 - (i) in respect of a 1st Option, a price per Option Share of A\$0.0225;
 - (ii) in respect of a 2nd Option, a price per Option Share of A\$0.025;
 - (iii) in respect of a 3rd Option, a price per Option Share of A\$0.03;
 - (iv) in respect of a 4th Option, a price per Option Share of A\$0.035;
 - (v) in respect of a 5th Option, a price per Option Share of A\$0.04
- (d) **Expiry date:** Each Option may be exercised at any time before 5.00pm (WST) on the final day of the Exercise Period (**Expiry Date**). Any Option not exercised by the Expiry Date will automatically expire.
- (e) **Expiry Period:**
 - (i) in respect of a 1st Option and 2nd Option, the period commencing on the Issue Date of that Option and ending on the second anniversary of that Issue Date; and
 - (ii) in respect of a 3rd Option, 4th Option or 5th Option, the period commencing on the Issue Date of that Option and ending on the third anniversary of that Issue Date
- (f) **Transfer:** The Options are non-transferable without the prior written consent of Harvest, which must not be unreasonably withheld when such transferee is a related party of the option holder. Any Option Shares issued upon the exercise of the Options will be generally transferable, subject to:
 - (i) any restriction under the Constitution and ASX Listing Rules;



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- (ii) all applicable laws, regulations, and orders (including those imposed by the United States, the United Nations, the United Kingdom and the member states of the European Union and the European Free Trade Association) applicable to the export, re-export, transfer or resale of products or the provision of services and related technical data;
- (iii) all other applicable laws, regulations and orders; and
- (iv) the transferee delivering to Harvest all anti-money laundering and know your customer documents and other information reasonably required by Harvest to the satisfaction of Harvest.

(g) **Quotation of Options:** Harvest will not apply to ASX for quotation of the Options.

(h) **Quotation of Shares:** Harvest will apply to ASX for quotation of the Option Shares as soon as practicable after such Option Shares are issued.

(i) **New issues:** The Option Holder is not entitled to participate in any new issue to Shareholders of securities in Harvest unless it:

- (i) has exercised its Options before the record date for determining entitlements to the new issue of securities and participates as a result of holding Option Shares; or
- (ii) otherwise holds Shares.

(j) **Bonus issues:** If Harvest makes a bonus issue of Shares or other securities to Shareholders (except an issue in lieu of dividends or by way of dividend reinvestment) and no Option Share has been issued in respect of the Option before the record date for determining entitlements to the issue, then the number of underlying Option Shares into which the Option is exercisable will be increased by the number of Option Shares which the Option Holder would have received if the Option Holder had exercised the Option before the record date for determining entitlements to the issue.

(k) **Reorganisation:** If there is a reorganisation (including consolidation, sub-division, reduction or return) of the share capital of Harvest, then the rights of the Option Holder (including the number of Options to which the Option Holder is entitled to and the Exercise Price) will be changed to the extent necessary to comply with the ASX Listing Rules applying to a reorganisation of capital at the time of the reorganisation.

Any calculations or adjustments which are required to be made will be made by the board of directors of Harvest and will, in the absence of manifest error, be final and conclusive and binding on Harvest and the Option Holder.



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Harvest must, within a reasonable period, give to the Option Holder notice of any change to the Exercise Price of any Options held by the Option Holder or the number of Option Shares which the Option Holder is entitled to subscribe for on exercise of an Option.

- (l) **No other change:** An Option does not confer on the Option Holder the right to a change in Exercise Price or a change in the number of underlying Option Shares over which the Option can be exercised, except to the extent required under paragraph (j) and (k) above.
- (m) **Notices:** The provisions of the Constitution regarding notices to be given to holders of Shares shall apply mutatis mutandis to notices to be given to Option Holders.
- (n) **Cashless Exercise:** Subject to these terms, an Option Holder may satisfy its obligation to pay the Exercise Price in respect of an Option by providing Harvest with a notice of offset of any monetary indebtedness owed by Harvest to the Option Holder to the extent of the Exercise Price.
- (o) **Exercise of Options:**
 - (i) The Option Holder may only exercise Options in multiples of 100,000 Options unless the Option Holder exercises all Options held by the Option Holder.
 - (ii) If the Option Holder exercises less than the total number of Options registered in the Option Holder's name:
 - (A) the Option Holder must surrender their Option certificate (if any); and
 - (B) Harvest must cancel the Option certificate (if any) and issue the Option Holder a new Option certificate or holding statement stating the remaining number of Options held by the Option Holder.
- (p) **Issue of Shares on exercise of Options:** Subject to the Constitution, all Option Shares issued on the exercise of Options will rank in all respects (including rights relating to dividends) equally with the existing Ordinary Shares at the date of issue.
- (q) **Issue of Shares on exercise of Options:**

Notwithstanding any other provision of this Annexure A or the Agreement, the issue of Option Shares is subject to and conditional upon:

 - (i) the issue of the Option Shares not resulting in any person being in breach of section 606(1) of the Corporations Act; and



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- (ii) receipt by Harvest of all required consents and approvals (including from its shareholders) under applicable laws and the ASX Listing Rules.
- (r) **Governing law:** These terms and the rights and obligations of the Option Holder are governed by the laws of Western Australia. The Option Holder irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia.