



Master Terms and Conditions

Platform Terms for AssetLaunch marketplace, candidate engagement and client engagement pathways

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Part A. General Platform Terms

1. Acceptance and binding effect

These Terms and Conditions govern access to and use of the AssetLaunch platform, website, applications, communications, candidate marketplace, sourcing tools, dashboards and related services.

By accessing, browsing, registering for, or using AssetLaunch, you agree to be bound by these Terms and our Privacy Policy, as amended from time to time.

If you access or use AssetLaunch on behalf of a company, trust, partnership, government body or other entity, you represent and warrant that you have authority to bind that entity, and references to you include that entity.

If you do not agree to these Terms, you must not access or use AssetLaunch.

2. Nature of AssetLaunch and operating models

AssetLaunch operates a digital marketplace and may also facilitate, arrange, supply, manage or contract for candidate services through platform interactions, PAYG employment arrangements, subcontracting arrangements, and other engagement pathways notified by AssetLaunch from time to time.

AssetLaunch's role may differ depending on the engagement pathway. In some cases AssetLaunch may only provide platform functionality. In other cases AssetLaunch may contract with a Client, employ a Candidate, engage a Candidate as a subcontractor, or otherwise sit within the delivery chain.

Unless AssetLaunch expressly agrees otherwise in writing, AssetLaunch does not guarantee candidate quality, calibre, legality, licensing status, conduct, availability, project fit, work output, work continuity, commercial outcome, regulatory compliance, or fitness for purpose.

Any checks, screening, verification, moderation, ranking, badges, endorsements, recommendations, matching outputs or profile reviews conducted by AssetLaunch are limited platform or operational processes only and do not constitute a representation, certification, warranty or recommendation.

3. Eligibility, registration and account security

You must be at least 18 years old and legally capable of entering binding agreements.

You must provide complete, accurate and current information and keep your account details up to date at all times.

You must keep login credentials secure and are responsible for all activity conducted through your account, whether authorised by you or not, unless caused by AssetLaunch's own breach of law.

AssetLaunch may require identity checks, capability checks, insurance checks, right to work checks, sanctions screening, fraud screening, security checks, or other onboarding or ongoing verification processes at any time.

AssetLaunch may refuse registration, suspend access, limit functionality, or require additional evidence in its absolute discretion, subject to applicable law.

4. Definitions and interpretation

For these Terms: Candidate means a person or entity seeking or performing work opportunities through AssetLaunch. Client means a person or entity seeking to identify, assess, shortlist, save, engage, employ, contract with, or otherwise obtain services from a Candidate through AssetLaunch. User means any person or entity accessing or using AssetLaunch. Engagement means any introduction, discussion, shortlist, interview, offer, employment, subcontract, consultancy, services arrangement, assignment, project, placement, secondment, or other commercial relationship arising directly or indirectly from AssetLaunch.

Platform Data means all data relating to use of AssetLaunch, including account data, usage data, analytics, behavioural data, event data, commercial data, pipeline data, derived data, metadata, benchmarking outputs and aggregated or de-identified datasets generated through operation of AssetLaunch.

User Content means all information, profiles, CVs, qualifications, licences, portfolio materials, messages, comments, ratings, documents, images and other content uploaded, submitted or made available by a User.

5. Platform licence and acceptable use

Subject to these Terms, AssetLaunch grants you a limited, revocable, non-exclusive, non-transferable licence to access and use AssetLaunch for legitimate internal business or professional purposes.

You must not copy, scrape, harvest, mirror, data mine, reverse engineer, decompile, benchmark, frame, republish, resell, exploit or create derivative services from AssetLaunch or Platform Data except as expressly permitted by AssetLaunch in writing.

You must not use AssetLaunch to mislead, harass, discriminate, defraud, impersonate another person, distribute malware, interfere with security or platform integrity, or breach any law, duty, confidentiality obligation or third-party right.

You must not use AssetLaunch or information obtained through AssetLaunch to build a competing database, service, talent pool, marketing list or sourcing product.

6. User Content, platform rights and intellectual property

As between you and AssetLaunch, you retain rights you hold in your User Content. You grant AssetLaunch a worldwide, non-exclusive, irrevocable, perpetual, transferable, sublicensable, royalty-free licence to host, copy, store, reproduce, adapt, modify, translate, publish, distribute, display, transmit, analyse and otherwise use User Content for operating, improving, promoting, securing, commercialising and administering AssetLaunch and related products and services.

You warrant that you hold all rights, permissions and consents necessary to upload or provide User Content and to grant the rights in this clause.

AssetLaunch owns all right, title and interest in AssetLaunch, the AssetLaunch brand, platform design, workflow logic, software, databases, know-how, documentation, Platform Data, derived data, analytics outputs and all related intellectual property, excluding rights you legally retain in your original User Content.

7. Data collection, analytics and commercial use

AssetLaunch may collect, generate, combine, enrich, analyse, model, segment, benchmark, commercialise, licence, disclose and otherwise exploit Platform Data and other lawful datasets for platform operations, security, analytics, product development, service delivery, market intelligence, benchmarking, attribution, reporting, direct marketing, audience development, strategic partnerships, corporate transactions and other lawful commercial purposes.

To the extent permitted by law, AssetLaunch may create, use, commercialise, licence, disclose or sell aggregated, statistical, benchmarking, synthetic or de-identified datasets, insights and outputs derived from User Content, Platform Data or platform activity, provided personal information is handled in accordance with applicable law and the Privacy Policy.

You acknowledge that AssetLaunch may monitor use of the platform, including through cookies, software development kits, pixels, event tracking, session replay, attribution tools and analytics technologies as described in the Privacy Policy.

8. No reliance, user due diligence and limited verification

You acknowledge and agree that AssetLaunch does not provide legal, employment, taxation, financial, recruitment, labour hire, professional accreditation, security clearance or suitability advice unless expressly agreed in a separate written services agreement.

You must make your own independent enquiries and due diligence regarding any User, profile, credential, licence, availability statement, insurance status, project, opportunity, pricing, representation, work arrangement or Engagement.

To the maximum extent permitted by law, you do not rely on any ranking, badge, recommendation, shortlist result, moderation outcome, profile review, verification process, communication or platform feature as a representation or warranty by AssetLaunch.

9. Fees, pricing and payment framework

AssetLaunch may charge subscription fees, platform fees, placement fees, service fees, conversion fees, administration fees, success fees, employment supply fees, payroll margins, subcontract margins, processing fees or other charges notified by AssetLaunch or agreed in a separate contract.

AssetLaunch may amend pricing, fee models and chargeable features at any time on reasonable notice, or immediately where required for legal, tax, security or urgent commercial reasons.

All amounts are exclusive of GST unless expressly stated otherwise. You must pay all fees, taxes and charges applicable to you under these Terms or any separate agreement.

10. Anti-circumvention and protected relationships

If AssetLaunch introduces, surfaces, recommends, shortlists, saves, facilitates contact with, communicates details of, interviews, proposes, supplies, employs, contracts with, or otherwise creates an opportunity for connection between a Client and a Candidate, that relationship is a protected relationship of AssetLaunch.

A User must not directly or indirectly circumvent AssetLaunch, avoid AssetLaunch fees, route work around AssetLaunch, use a related entity or intermediary to avoid AssetLaunch, or otherwise benefit from a protected relationship outside the agreed AssetLaunch commercial pathway.

Unless a longer period is agreed in a separate contract, the anti-circumvention obligations apply during platform use and for 12 months after the last relevant introduction, communication, shortlist activity, interview, placement, supply, project activity or Engagement involving the relevant Client and Candidate.

In addition to any other remedy, AssetLaunch may recover any unpaid fees, a reasonable conversion fee, damages, account of profits, debt due, equitable relief and its enforcement costs to the extent permitted by law.

11. Suspension, moderation and termination

AssetLaunch may monitor, review, remove, edit, delist, disable or refuse any profile, content, account, message, feature access or activity at any time where AssetLaunch considers it necessary for security, legal compliance, platform integrity, risk management, commercial protection or community standards.

AssetLaunch may suspend or terminate your access immediately if you breach these Terms, provide misleading information, fail verification, create legal or reputational risk, attempt circumvention, or engage in conduct that may harm AssetLaunch or another User.

Termination or suspension does not affect accrued rights, fees due, anti-circumvention obligations, confidentiality obligations, IP rights, data rights, indemnities or limitations of liability.

12. Warranties disclaimer

To the maximum extent permitted by law, AssetLaunch is provided on an as available and as is basis without warranties, representations or guarantees of any kind, whether express, implied or statutory.

Without limitation, AssetLaunch does not warrant uninterrupted access, data accuracy, profile accuracy, project success, candidate or client suitability, service levels, hiring outcomes, availability of any User, payment by any User, lawful conduct by any User, or that the platform will be error free or secure at all times.

Nothing in these Terms excludes rights or guarantees that cannot lawfully be excluded.

13. Limitation of liability

To the maximum extent permitted by law, AssetLaunch excludes all liability for indirect, incidental, consequential, exemplary, special or punitive loss, and any loss of revenue, profit, goodwill, opportunity, expected savings, contract value, business interruption, data or reputation.

To the maximum extent permitted by law, AssetLaunch's aggregate liability arising out of or in connection with AssetLaunch, these Terms, any Engagement, User Content, profile, communication, screening process, recommendation, verification activity, PAYG arrangement, subcontract arrangement, or supplied services is limited to the total fees actually paid by the claimant to AssetLaunch in the 6 months preceding the event giving rise to the claim, or AUD \$500, whichever is greater.

The limitations in this clause apply whether the claim arises in contract, tort including negligence, statute, equity or otherwise, and whether one or more claims are brought, except to the extent prohibited by law.

14. Release and indemnity

To the maximum extent permitted by law, each User releases AssetLaunch from any claim, dispute, liability, loss or damage arising from dealings, conduct, omissions, statements, profile content, work performance, payment issues, workplace incidents, discrimination claims, project outcomes, tax treatment, classification issues, regulatory breaches or other acts or omissions of another User.

You indemnify AssetLaunch and its related bodies corporate, officers, employees, contractors and agents against all claims, liabilities, losses, damages, costs and expenses, including legal costs on a full indemnity basis, arising from or in connection with your breach of these Terms, your User Content, your unlawful conduct, your circumvention of AssetLaunch, your breach of confidentiality, privacy, IP, WHS, employment, tax or anti-discrimination obligations, or any claim brought by another User or regulator because of your acts or omissions.

15. Privacy, confidentiality and security

AssetLaunch handles personal information in accordance with the Privacy Policy. You must read the Privacy Policy carefully.

You must keep confidential all non-public information obtained through AssetLaunch, including profiles, pricing, commercial terms, internal communications, sourcing methods, non-public project details and personal information.

You must implement appropriate security controls for information accessed through AssetLaunch and promptly notify AssetLaunch of any actual or suspected data breach, security incident or unauthorised disclosure relating to AssetLaunch or another User.

16. Disputes, governing law and general

You must notify AssetLaunch promptly of any claim and use reasonable efforts to mitigate your loss. No claim may be brought more than 12 months after the claimant first became aware, or ought reasonably to have become aware, of the matter giving rise to the claim, to the extent permitted by law.

Before commencing court proceedings, the parties must first attempt to resolve the dispute by good faith negotiation and, if not resolved, confidential mediation in the Australian Capital Territory, unless urgent interlocutory relief is required.

These Terms are governed by the laws of the Australian Capital Territory and the Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

If any provision is unenforceable, it is severed to the minimum extent necessary and the remainder continues in force. AssetLaunch may amend these Terms from time to time by publication on the platform or other notice.

Part B. Candidate Terms

17. Candidate profile obligations

Candidates must ensure that all profiles, CVs, rate cards, capability statements, qualifications, licences, tickets, security clearances, insurance statements, references, location details, availability details and other profile information are accurate, complete, current and not misleading.

Candidates must promptly update any material change to their status, including employment status, availability, qualifications, right to work, residency, insurance position, company structure, tax registrations, adverse findings, restrictions, sanctions, insolvency events or conflicts of interest.

AssetLaunch may remove, suppress, flag or qualify any Candidate profile or content at any time.

18. Candidate conduct and compliance

Candidates must act professionally, lawfully and in good faith in all interactions with Clients and AssetLaunch.

Candidates must comply with all applicable laws, confidentiality obligations, privacy obligations, workplace requirements, anti-discrimination obligations, security obligations and any reasonable onboarding, screening or compliance requirements imposed by AssetLaunch or a Client.

Candidates must not misuse Client information, approach a Client outside the authorised AssetLaunch pathway, submit false documents, or misstate qualifications, rates, insurance, incorporation status or availability.

19. PAYG candidate pathway

Where AssetLaunch engages a Candidate as a PAYG employee, the Candidate's employment relationship, remuneration, leave, superannuation, withholding, workplace obligations, policies and other employment matters are governed by the separate employment contract, applicable legislation and any applicable industrial instrument.

Nothing in these Terms limits obligations imposed on AssetLaunch by law as an employer. However, except to the extent required by law or expressly agreed in writing, AssetLaunch does not guarantee continuity of assignments, minimum hours, project duration, client demand, project acceptance or future employment opportunities.

A PAYG Candidate must comply with all lawful directions, policies and reporting requirements applicable to the relevant employment arrangement and assignment.

20. Subcontractor candidate pathway

Where AssetLaunch engages a Candidate as an independent contractor or through the Candidate's entity, the subcontract relationship is governed by the separate subcontractor agreement.

Subject to the separate subcontractor agreement and applicable law, the subcontractor is responsible for its own business structure, invoicing, tax, GST, BAS, licences, registrations, insurances, superannuation position, equipment, professional compliance and worker obligations, except to the extent the law imposes an obligation on AssetLaunch.

A subcontractor must maintain the insurances and evidence reasonably required by AssetLaunch and must not represent itself as an employee, agent or partner of AssetLaunch unless expressly authorised in writing.

21. Candidate restraints and non-circumvention

A Candidate must not directly or indirectly solicit, accept work from, contract with, or otherwise deal with a Client introduced or supplied through AssetLaunch except through the authorised AssetLaunch commercial pathway or with AssetLaunch's prior written consent.

A Candidate must not assist any person to avoid AssetLaunch fees or to exploit a protected relationship outside AssetLaunch.

These obligations are in addition to any restraints, non-solicitation obligations, confidentiality obligations or fee protection mechanisms in any employment or subcontractor agreement.

22. Candidate warranties and indemnities

Each Candidate warrants that it has the legal right to work or supply services, holds and will maintain all required licences and qualifications, and will not upload or provide misleading or infringing content.

The Candidate indemnifies AssetLaunch against claims arising from profile misrepresentation, false credentials, unlawful conduct, IP infringement, confidentiality breach, privacy breach, tax non-compliance, failure to maintain required insurance, or breach of law by the Candidate.

Part C. Client Terms

23. Client due diligence and independent assessment

Clients are solely responsible for determining whether a Candidate is suitable for a role, project or assignment and for conducting their own due diligence, interviews, reference checks, licence checks, clearance checks and commercial assessment.

Clients acknowledge that AssetLaunch may display filters, rankings, tags, match outputs, verification indicators or other signals for convenience only, and that those signals do not replace the Client's own assessment.

24. Client engagement responsibilities

Where AssetLaunch contracts with a Client for candidate supply, labour support, managed services or project delivery support, the Client remains responsible for the scope of work, project requirements, role design, acceptance criteria, site conditions, access, systems access, onboarding, inductions, supervision of day-to-day work at the client environment to the extent applicable, and compliance obligations allocated to the Client under the relevant contract.

The Client must provide accurate information regarding role requirements, project conditions, safety requirements, legal restrictions, security requirements, location, working arrangements and any other matter relevant to candidate suitability or lawful performance.

The Client must not require a Candidate to perform unlawful work, unsafe work, materially different work without proper approval, or work outside agreed licensing, insurance or classification settings.

25. WHS, site and compliance obligations

To the extent applicable to the relevant engagement pathway and the Client's environment, the Client is responsible for workplace health and safety, site safety, inductions, equipment, safe systems of work, anti-discrimination compliance, access controls, security compliance, incident management and any obligations imposed on the Client by law.

AssetLaunch does not undertake site audits, supervision audits, safety audits or operational compliance reviews unless expressly agreed in a separate written agreement.

26. Client payment and fees

The Client must pay AssetLaunch all fees, charges, approved expenses and taxes payable under these Terms or any separate services agreement, statement of work, order form or supply agreement.

AssetLaunch may suspend candidate supply, withhold profile access, remove shortlist functionality or terminate services for late payment, credit risk, dispute abuse, circumvention conduct or material breach.

27. Client restraints and non-circumvention

A Client must not directly or indirectly employ, engage, contract with, refer, redeploy or otherwise obtain services from a Candidate sourced, introduced, shortlisted, saved, interviewed, proposed or supplied through AssetLaunch except through the authorised AssetLaunch commercial pathway or with AssetLaunch's prior written consent.

A Client must not use a group entity, affiliate, related body corporate, adviser, procurement intermediary, subcontractor, family member, nominee or other third party to avoid AssetLaunch fees or restrictions.

These obligations are in addition to any conversion fee, restraint, non-solicitation or fee protection mechanism in a separate client agreement.

28. Client warranties and indemnities

Each Client warrants that it will comply with all laws relevant to its use of AssetLaunch and any Engagement, including workplace, WHS, privacy, anti-discrimination, tax, sanctions and procurement laws.

The Client indemnifies AssetLaunch against claims arising from unsafe worksites, discriminatory conduct, unlawful instructions, non-payment, misuse of Candidate information, direct dealings outside AssetLaunch, breaches of law, or any claim by a Candidate or regulator caused by the Client's acts or omissions.

29. Final provisions for role-specific terms

If there is any inconsistency between these Terms and a separate employment contract, subcontractor agreement, client services agreement, statement of work or order form, the separate written agreement prevails to the extent of the inconsistency for that engagement only.

The role-specific terms in Parts B and C survive termination to the extent necessary to protect AssetLaunch's rights, including confidentiality, anti-circumvention, indemnities, fee recovery, data rights and dispute provisions.

Operational note: This master T&C is intended to sit above and alongside AssetLaunch's Client Services Agreement, Candidate Employment Agreement and Candidate Subcontractor Agreement. Those engagement-specific documents should contain the stronger commercial controls, restraints, fee recovery mechanisms, and operational detail for each pathway.