

Agreement

Terms & Conditions

Humanz operates an online platform allowing Entities to connect with and manage Team Members. It also allows Entities seeking Services, the Clients, to connect with Team Members offering Services from another Entity, the Candidates.

The Humanz terms and conditions outline Humanz, and all Account holders, obligations and responsibilities when using the Humanz Platform. Please read these terms carefully prior to using the Humanz Platform.

Appendix A: Template Contract contains a template of a Contract which will be established between a Candidate and Client for the Services to be performed. All defined terms in this Agreement have the meaning given to them in the Glossary.

Please contact us if you have any questions. Thanks for using the Humanz Platform.

1. OBJECTIVES OF HUMANZ SERVICES

1.1 Humanz provides the Humanz Platform to enable:

- (a) Entities to connect with and manage Team Members; and
- (b) Clients to post their Service needs and Candidates to post their availability with conditions of engagement.

1.2 Team Members and Entities shall Register an Account with Humanz prior to using the Humanz Platform.

1.3 Candidates shall post their availability and preferences on the Humanz Platform.

1.4 The Candidate availability will be made publicly available to Clients including: name, employment preferences (rates, shift/roster length and location), trades and qualifications. Non-identifying information may be made available to all internet users who are not Registered on the Humanz Platform.

1.5 A Client may Request a Candidate with associated conditions, such as but not limited to, location, travel and accommodation, and induction requirements.

1.6 A Candidate may accept the Request and all associated conditions, modify the Request, or reject the Request.

1.7 By accepting or modifying the Request, the Candidate agrees to pay the Booking Fee and Service Fee to Humanz for the Humanz Services rendered on the Humanz Platform within 14 days of invoice.

1.8 Upon Candidate acceptance or modification of the Request, an Offer is made to the Client and private information such as but not limited to: email, date of birth, address, phone number, gender, if Aboriginal or Torres Straight Islander, resume, emergency contact details, clothing sizes, trade and qualification certificates, bank details, induction history, work history including previous Client feedback comments, and medical information such as but not limited to, drug and alcohol laboratory test results; will be made available to the Client.

1.9 The Client may seek additional information, accept the Offer, or terminate the Offer.

1.10 A Client or Candidate may terminate a Request or Offer at any time before a Contract is created. Humanz reserves the right to terminate any Request or Offer prior to the creation of a Contract.

1.11 If the Client accepts the Offer from a Candidate on the Humanz Platform, a Contract is created between the Client and Candidate and confirmation sent to both the Client and Candidate.

1.12 Once a Contract is created, it may be cancelled by either the Candidate or the Client. No variations to the Contract can be made. If Contract variations are required, the Contract must be cancelled and a new Request initiated. The Candidate and Client should communicate via the Humanz Platform private messaging board. Upon Contract cancellation, the Client and Candidate will both be encouraged to provide feedback by rating each other.

1.13 Timesheets shall be submitted at the frequency defined in the Contract, by the Candidate to the Client on the Humanz Platform. The Client shall accept or reject the Timesheets.

1.14 The Candidate shall invoice the Client all accepted Timesheets and Expenses at the end of the Contract, or at a frequency defined in the Contract, whichever comes first. The Client must pay the invoice amount as per the payment terms agreed between the Candidate and Client.

1.15 The Booking Fee shall be invoiced by Humanz to the Candidate at the end of the first month in which a Timesheet is first accepted by the Client.

1.16 The Service Fee shall be invoiced by Humanz to the Candidate at the end of each month based off all Client accepted Timesheets.

1.17 The Services shall be deemed complete when all Work Time, according to the Contract, is exhausted and captured on approved Timesheets on the Humanz Platform.

1.18 After the Contract is complete, the Client and Candidate are requested to provide feedback by rating each other.

2. HUMANZ'S ROLE AND OBLIGATIONS

2.1 Humanz provides the Humanz Platform only, enabling:

- (a) Entities to connect with and manage their Team Members; and
- (b) Candidates to post their availability, and Clients to engage those Candidates.

2.2 In its absolute discretion, Humanz may refuse to allow any party to Register an Account with Humanz or cancel or suspend or modify any existing Account including if Humanz reasonably forms the view that an Account holder's conduct (including a breach of this Agreement) is detrimental to the operation of the Humanz Platform.

2.3 Humanz accepts no liability for any aspect of the Client and Candidate interaction, including but not limited to the description, performance or delivery of Services.

2.4 Humanz does not warrant and has no responsibility as to the truth or accuracy regarding any information provided by Clients or Candidates, including but not limited to, travel requirements, accommodation, Service expectations, experience and qualifications, training, the ability to perform Services required, the quality of Services and the Clients ability to pay for those Services.

2.5 Except for liability in relation to any condition which cannot by law be excluded, the Humanz Service is provided on an "as is" basis, and without any warranty or condition, express or implied. To the extent permitted by law, Humanz and our suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

2.6 Humanz has no obligation to any Candidate or Client to assist or involve itself in any dispute between them, although may do so to improve their experience.

3. ACCOUNT HOLDER OBLIGATIONS

3.1 Clients must be Registered as an Entity.

3.2 Candidates must be associated with only one Registered Entity.

3.3 Only individuals over 18 years of age are permitted to Register on the Humanz Platform.

3.4 Account holders will at all times:

- (a) comply with this Agreement and all applicable laws and regulations;
- (b) only post and communicate accurate information on the Humanz Platform; and

(c) ensure that they are aware of any laws that apply to them as a Candidate or Client, or in relation to using the Humanz Platform.

3.5 Account holders agree that any content they did not enter (whether provided by Humanz, a fellow Candidate or Client, or a third party) on the Humanz Platform may not be used on third party sites or for other business purposes without Humanz's written permission.

3.6 Account holders must not use the Humanz Platform for any illegal or immoral purpose.

3.7 Account holders must maintain control of their Humanz Account at all times. This includes not allowing others to use their Account, or by transferring or selling their account or any of its content to another Entity or person.

3.8 Account holders grant Humanz an unrestricted, worldwide, royalty-free licence to use, reproduce, modify and adapt any content and information posted on the Humanz Platform for the purpose of publishing material on the Humanz Platform and as otherwise may be required to provide the Humanz Service, and as permitted by this Agreement.

3.9 Account holders agree that any information posted on the Humanz Platform must not, in any way whatsoever, be potentially or actually harmful to Humanz or any other person. Harm includes, but is not limited to, economic loss that will or may be suffered by Humanz.

3.10 Without limiting any provision of this Agreement, any information Account holders supply to Humanz or publish must be up to date and kept up to date and must not:

(a) be false, inaccurate, misleading or deceptive;

(b) be fraudulent;

(c) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or intellectual property rights, rights of publicity, confidentiality or privacy;

(d) violate any applicable law, statute, ordinance or regulation (including, but not limited to, consumer protection, unfair competition, criminal law, antidiscrimination and trade practices/fair trading laws);

(e) be defamatory, libellous, threatening or harassing;

(f) be obscene or contain any material that, in Humanz's sole and absolute discretion, is in any way inappropriate or unlawful, including, but not limited to obscene, inappropriate or unlawful images; or

(g) contain any malicious code, data or set of instructions that intentionally or unintentionally causes harm or subverts the intended function of any Humanz Platform, including, but not limited to viruses, trojan horses, malware or other computer

programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or Personal Information.

3.11 The Humanz Platform may engage location-based or map-based functionality. The Humanz Platform may display the location of Candidates and Clients to other Candidates and Clients, or persons generally browsing the Humanz Platform.

3.12 A Client or Candidate should never disclose personal details such as an individual's street number, phone number or email address in public feedback provided or any other public communication through the Humanz Platform.

3.13 A Candidate must have the right to provide Services under a Contract and to work in the jurisdiction where the Services are performed, and must comply with tax and regulatory obligations in relation to any payment received under a Contract.

3.14 A Candidate must not, when supplying Services, charge a Client any fees on top of the Fees, if any, as specified in this Agreement.

3.15 A Client must not, when seeking Services, charge a Candidate any fees on top of the Fees, if any, as specified in this Agreement.

3.16 If a Candidate agrees to pay some costs of completing the Services (such as supplying or paying for equipment), the Candidate is solely responsible for obtaining any reimbursement from the Client. Humanz advises Candidates not to agree to incur costs in advance of receiving the payment for these costs, unless the Candidate is confident the Client will reimburse the costs promptly.

3.17 For the correct operation of the Humanz Platform (including insurance, proper pricing and transparency of individuals), the Entities engaged through the Contract must ensure that, if it subcontracts any part of the performance of the Services to a third party in accordance with a Contract, then that third party must also be a registered Candidate of the Humanz Platform.

3.18 If Humanz determines, in its absolute discretion, that an Account holder has breached any obligation under this Agreement, or that in any other respect that a Client or Candidate has breached a Contract, Humanz reserves the right to cancel or suspend their Account, and to cancel any open Requests, Offers or Contracts currently submitted or in place on the Humanz Platform if applicable.

4. FEES

4.1 All Booking Fees and Service Fees are payable by the Candidate within 14 days of invoice.

4.2 The Booking Fee shall be invoiced by Humanz to the Candidate at the end of the first month in which a Timesheet is first accepted by the Client.

4.3 The Service Fee shall be invoiced by Humanz to the Candidate at the end of each month based off all Client accepted Timesheets.

4.4 Registering and creating an Account on the Humanz Platform may be subject to a License Fee depending on the number of Team Members under a single Entity (Users), and/or the functionality available. As Account holders, there is no charge for a Candidate to post their availability or for a Client to search for Candidates.

4.5 Fees do not include any fees that may be due to Third Party Service providers. All Third Party Service providers are paid pursuant to an Account holder's separate agreement with that Third Party Service provider.

4.6 All Fees and charges payable to Humanz cannot be cancelled and are non-refundable, save for your rights which cannot be excluded by law.

4.7 If Humanz introduces a new service on the Humanz Platform, the Fees applying to that service will be payable as from the date of commencement of the service.

4.8 Humanz may set-off any Fees against any Account holder Funds, or other amounts held by Humanz on behalf of an Account holder.

4.9 Humanz may limit the operation of an Account holder's Account, until all fees have been paid.

5. PAYMENTS AND REFUNDS

5.1 As the Booking Fee and Service Fee is invoiced once Services are partially or fully performed i.e. after a Timesheet is accepted by the Client, the Booking Fee and Service Fee shall not be refunded if a Contract is cancelled.

5.2 If the Candidate and Client agree to any Contract cancellation fee, it is the responsibility of the party aggrieved to claim any amount owed directly from the other.

6. PLATFORM SERVICE

6.1 Registering and creating an Account on the Humanz Platform may be subject to a License Fee depending on the number of Team Members under a single Entity (Users), and/or the functionality available.

6.2 Humanz hereby grants to Entities, including to all the Entities Users, a non-exclusive, non-sublicensable, non-assignable license to access and use the Humanz Platform solely for the

Entities internal business operations in accordance with the terms of this Agreement and the Humanz Platform Fee Policy.

6.3 For Entities paying Humanz a License Fee, during such period that the fee has been paid, Humanz will provide platform support at Humanz's expense, which shall include:

- (a) telephone or electronic support during Humanz's normal business hours on Business Days in order to help correct problems with the Humanz Platform; and
- (b) other services as Humanz determines is appropriate at Humanz's sole discretion.

6.4 Account holders will be subject to restrictions and will not:

- (a) distribute, license, loan, or sell the Humanz Platform or other content that is contained or displayed in it;
- (b) modify, alter, or create any derivative works of the Humanz Platform;
- (c) reverse engineer, decompile, decode, decrypt, disassemble, or derive any source code from the Humanz Platform;
- (d) remove, alter, or obscure any copyright, trademark, or other proprietary rights notice on or in the Humanz Platform;
- (e) upload, post, reproduce or distribute any information, software, or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

7. THIRD PARTY SERVICES

7.1 Humanz may from time to time include Third Party Services on the Humanz Platform. These Third Party Services are not provided by Humanz.

7.2 Third Party Services are offered to Account holders pursuant to the third party's terms and conditions. Third Party Services may be promoted on the Humanz Platform as a convenience to Account holders.

7.3 If an Account holder engages with any Third Party Service provider, the agreement will be directly between the Account holder and that Third Party Service provider.

7.4 Humanz makes no representation or warranty as to the Third Party Services. However, to help us continue to improve our Humanz Platform, Account holders may inform Humanz of their Third Party Service experience.

8. VERIFICATION

8.1 Humanz may use Identity Verification Services.

8.2 Account holders agree that Humanz Identity Verification Services may not be fully accurate as all Humanz Services are dependent on Account holder supplied information, and/or information or Identity Verification Services provided by third parties.

8.3 Account holders are solely responsible for identity verification and Humanz accepts no responsibility for any use that is made of a Humanz Identity Verification Service.

8.4 Humanz Identity Verification Services may be modified at any time.

9. INSURANCE

9.1 Humanz may offer Account holders an opportunity to obtain insurance. All such insurance will be offered by a third party. Any application and terms and conditions for such third party insurance will be displayed and accepted through the third party. Humanz confirms that all insurance policies are Third Party Services and governed by further terms set out for Third Party Services.

9.2 Humanz does not represent or warrant that any insurance it acquires or which is displayed via the Humanz Platform is adequate or appropriate for any particular Account holder. An Account holder is solely responsible for determining the suitability of any insurance.

9.3 Minimum insurance requirements for any Candidate will be set out in the conditions of the Request by the Client.

9.4 Each Candidate and Client must make their own enquiries about whether any further insurance is required, and Candidates remain responsible for ensuring that they have, and maintain, sufficient insurance to cover the Services provided to Clients on the Humanz Platform.

9.5 Humanz may also take out other insurance itself and that insurance may at Humanz's option extend some types of cover to Account holders. Humanz reserves the right to change the terms of its insurance policies with the third party insurance providers at any time. The insurance policy details can be requested via Humanz. Account holders are responsible for familiarising themselves with these details.

9.6 Account holders acknowledge and agree that in the event that a claim is made relating to any Services provided by a Candidate, and the insurance taken out by Humanz (if any) responds to that claim then this clause applies. If a claim is made against a Candidate, Humanz may (provided that the Candidate consents) elect to make a claim under any applicable insurance policy and if the claim is successful, Humanz reserves its right to recover any excess or deductible payable in respect of the claim from the Candidate. Where Humanz makes a claim and the insurer assesses

that the Candidate is responsible, Humanz is entitled to rely on that assessment. If the Candidate does not pay any excess due under this clause, Humanz may also elect to set this amount off, some or all of the excess paid by it, against future moneys it may owe to them.

9.7 Account holders acknowledge and agree that in the event that a claim is made relating to any Services provided by a Candidate, and the insurance taken out by Humanz (if any) does not respond to the claim or the claim is below the excess payable to the insurer, then this clause applies. Humanz may elect to reject or pay an amount to settle a claim not covered by Humanz's own insurance policies. To the extent that the Candidate was or would be liable for the amount of the claim, if Humanz elects to pay an amount to settle the claim, the amount paid by Humanz may be recovered by Humanz from the Candidate. Humanz may also elect to set this amount off against future moneys it may owe to the Candidate.

10. FEEDBACK

10.1 Humanz welcomes any issue or comment an Account holder may wish to raise regarding the Humanz Platform or the manner in which Humanz conducts its business.

10.2 The Humanz Platform may also include a Candidate and Client feedback system to help evaluate each other.

10.3 Any party can raise any issue about any comment made on the Humanz Platform by contacting Humanz at Humanz's contact email address as displayed on the Humanz Platform.

10.4 Humanz is entitled to suspend or terminate an Account at any time if Humanz, in its sole and absolute discretion, is concerned by any feedback about the Account holder, or considers the Account holders' feedback rating to be problematic for other Humanz Candidates and Clients.

10.5 Humanz is entitled to suspend or terminate an Account at any time if Humanz, in its sole and absolute discretion, is concerned by any feedback provided by the Account holder.

11. LIMITATION OF LIABILITY

The exclusions or limitations to the liability of Humanz are:

11.1 Except for liability in relation to a breach of a condition which cannot by law be excluded, Humanz specifically disclaims all liability for any loss or damage (actual, special, direct or indirect and Consequential Loss) of every kind including, without limitation relating to loss or damage for any inaccuracy of information provided or lack of fitness for purpose of any goods or services supplied, arising out of any transaction between Clients and Candidates or in any way connected with the Humanz Services.

11.2 Humanz's liability to an Account holder for a breach of any condition which cannot be excluded by Law, is in the absolute discretion of Humanz, limited to resupplying, replacing, repairing, paying the cost of resupplying goods in respect of which the breach occurred or supplying again or paying the cost of supplying again services in respect of which the breach occurred under that Contract.

11.3 Except for liability in relation to a breach of a condition which cannot by law be excluded, the Liability of Humanz to any Account holder is Limited to the amount of Fees paid by that Account holder to Humanz during the 12-month period prior to the event giving rise to the Liability occurring.

11.4 Except for liability in relation to a breach of a condition which cannot be excluded by law, to the extent permitted by law, Humanz specifically disclaims all liability for any loss or damage (actual, special, direct, indirect and Consequential Loss) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (including, without limitation, loss or damage relating to any inaccuracy of information provided, or the lack of fitness for purpose of any goods or service supplied), arising out of or in any way connected with any transaction between an Account holder and any Third Party Service provider who may be included from time to time on the Humanz Platform.

12. PRIVACY

12.1 Humanz is committed to protecting the privacy of Account holders and ensuring that the relevant information collected and stored by Humanz remains confidential. This clause, 12, governs how we collect, handle and store data on and in relation to the Humanz Platform. The "data" referred to in this clause, 12, is defined as:

- (a) Account holder owned data collected through the use of the Humanz Platform; and
- (b) Other data collected while providing professional services to Account holders in relation to the Humanz Platform.

12.2 Account holder owned data is stored for the sole use by the Humanz Platform to deliver the specified functionality and as otherwise may be required to provide the Humanz Service, and as permitted by this Agreement. This data can be used to provide additional functionality or capability on request from the Account holder. All other Account holder data is used specifically for providing professional services to Account holders, in the course of Humanz's ordinary business operations.

12.3 Humanz uses a range of physical, operational and technological security measures to protect Account holder's data.

12.4 Third Party Service providers will provide their service pursuant to their own privacy policy. Prior to acceptance of any service from a third party, the Account holder must review and agree to their terms of service including their privacy policy.

13. MODIFICATIONS TO THE AGREEMENT

13.1 Humanz may modify this Agreement or the Policies (and update the Humanz pages on which they are displayed) from time to time. Humanz will send notification of such modifications to Account holders or advise them the next time they login.

13.2 When Account holders actively agree to amended terms (for example, by clicking a button saying "I accept") or use the Humanz Platform in any manner, including engaging in any acts in connection with a Contract, the amended terms will be effective immediately. In all other cases, the amended terms will automatically be effective 30 days after they are initially notified to Account holders.

13.3 If Account holders do not agree with any changes to this Agreement (or any of our Policies), Account holders must either terminate their Account or they must notify Humanz who will terminate their Humanz Account, and they must stop using the Humanz Service.

14. NO AGENCY

14.1 No agency, partnership, joint venture, employee-employer or other similar relationship is created by this Agreement. In particular Account holders have no authority to bind Humanz, its related entities or affiliates in any way whatsoever. Humanz confirms that all Third Party Services that may be promoted on the Humanz Platform are provided solely by such Third Party Service providers. To the extent permitted by law, Humanz specifically disclaims all liability for any loss or damage incurred by Account holders in any manner due to the performance or non-performance of such Third Party Service.

15. NOTICES

15.1 Except as stated otherwise, any notices must be given by email, to Humanz's contact email address as displayed on the Humanz Platform. Any notice shall be deemed given, 1 Business Day after the email is sent, unless the party is notified that the email address is invalid, or the email is undeliverable.

15.2 Notices related to performance of any Third Party Service must be delivered to such third party as set out in the Third Party Service provider's terms and conditions.

16. MEDIATION AND DISPUTE RESOLUTION

16.1 Humanz encourages either party to try and resolve disputes (including claims for returns or refunds) with each other. Accordingly, Account holders acknowledge and agree that Humanz may, in its absolute discretion, provide their information as it decides is suitable to other parties involved in the dispute.

16.2 If a dispute arises with another party, Account holders must co-operate with the other party and make a genuine attempt to resolve the dispute.

16.3 Humanz may elect to assist parties to resolve disputes. Any party may refer a dispute to Humanz. Account holders must co-operate with any investigation undertaken by Humanz. Humanz reserves the right to make a final determination (acting reasonably) based on the information supplied by the parties and direct payment accordingly. Account holders may raise their dispute with the other party or Humanz's determination in an applicable court or tribunal.

16.4 Humanz may provide access to a Third Party Dispute Service. If such a service is provided, either party may request the other party to submit to the Third Party Dispute Service if the parties have failed to resolve the dispute directly. Terms and conditions for the Third Party Dispute Service will be available on request. The Third Party Dispute Service is a Third Party Service and the parties are responsible for paying any costs associated with the Third Party Dispute Service in accordance with the Third Party Dispute Service terms and conditions.

16.5 Disputes with any Third Party Service provider must proceed pursuant to any dispute resolution process set out in the terms of service of the Third Party Service provider.

16.6 If Account holders have a complaint about the Humanz Service please contact us at the email address as displayed on the Humanz Platform.

16.7 If Humanz provides information about other Account holders to an Account holder for the purposes of resolving disputes under this clause, Account holders acknowledge and agree that such information will be used only for the purpose of resolving the dispute (and no other purpose) and that they will be responsible and liable to Humanz for any costs, losses or liabilities incurred by Humanz in relation to any claims relating to any other use of information not permitted by this Agreement.

17. TERMINATION

17.1 Either the Account holder or Humanz may terminate the Account holders account and this Agreement at any time for any reason.

17.2 Upon termination of this Agreement, the Account holder shall cease all use of the Humanz Platform.

17.3 Termination of this Agreement will also terminate any Contract that has been formed between a Candidate and a Client.

17.4 The Account holder shall immediately pay to Humanz all amounts outstanding as of the date of termination, and any amounts outstanding as a result of, the termination.

17.5 The Account holder will have 14 days from the date of termination to advise Humanz that they wish to retrieve any of the Account holder's data, after which, if no notice is received, Humanz will have the right to delete any of the Account holder's data.

17.6 Third Party Services are conditional upon, and governed by, Third Party Service provider terms and conditions.

17.7 Sections 4 (Fees), 11 (Limitation of Liability) and 16 (Mediation and Dispute Resolution) and any other terms which by their nature should continue to apply, will survive any termination or expiration of this Agreement.

17.8 If the Account and/or this Agreement are terminated for any reason, then that Account holder may not without Humanz's consent (in its absolute discretion) create any further Accounts with Humanz and we may terminate any other Accounts the Account holder may operate.

18. GENERAL

18.1 This Agreement is governed by the laws of Western Australia, Australia. Account holders and Humanz submit to the exclusive jurisdiction of the courts of Western Australia, Australia.

18.2 The provisions of this Agreement are severable, and if any provision of this Agreement is held to be invalid or unenforceable, such provision may be removed and the remaining provisions will be enforceable.

18.3 The failure or neglect by an Account holder to enforce any of the rights under this Agreement will not be deemed to be a waiver of that Account holder's rights.

18.4 This Agreement may be assigned or novated by Humanz to a third party without any Account holder's consent. In the event of an assignment or novation, Account holders will remain bound by this Agreement.

18.5 This Agreement sets out the entire understanding and agreement between Account holders, and Humanz with respect to its subject matter and supersedes any previous communication or agreements that may exist.

18.6 A reference to A\$, \$A, dollar or \$ is to Australian currency.

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APPENDIX A: TEMPLATE CONTRACT

The terms used in this Contract have the meaning set out in the Glossary. A Contract between a Client and Candidate is created in accordance with the Humanz Agreement. Unless otherwise agreed, the Client and the Candidate enter into a Contract on the following terms:

1 COMMENCEMENT DATE AND TERM

1.1 The Contract is created when the Client accepts the Offer from a Candidate on the Humanz Platform to provide Services.

1.2 The Contract will continue until terminated in accordance with clause 7.

2 SERVICES

2.1 The Candidate will perform the Services in a proper and workmanlike manner, or in the case of an asset, provided as described.

2.2 The Candidate must perform the Services at the time and location agreed.

2.3 The parties must perform their obligations in accordance with any other terms or conditions agreed by the parties during or subsequent to the creation of the Contract including but not limited to clause 8.

2.4 The parties acknowledges that the Contract is one of personal service where the Client selected the individual or the asset to perform the Services. Therefore the Candidate must not subcontract any part of the Services to any third party without the Client's consent.

2.5 The Candidate remains responsible and liable at all times to the Client for any acts or omissions of a subcontractor as if those acts or omissions had been made by the Candidate.

3 WARRANTIES

3.1 Each party warrants that the information provided in the creation of the Contract is true and accurate.

3.2 The Candidate warrants that they have (and any subcontractor has) the right to work and provide Services and hold all relevant licences in the jurisdiction where the Services are performed.

4 PAYMENT OR CANCELLATION

4.1 Once a Contract is created, it may be cancelled by either the Candidate or the Client. No variations to the Contract can be made. If Contract variations are required, the Contract must be cancelled and a new Request initiated. The Candidate and Client should communicate via the Humanz Platform private messaging board.

4.2 Timesheets shall be submitted at the frequency defined in clause 8, by the Candidate to the Client on the Humanz Platform. The Client shall accept or reject the Timesheets.

4.3 The Candidate shall invoice the Client all accepted Timesheets and Expenses as defined in clause 8.

4.4 The Client must pay the invoice amount into the Candidate's designated bank account as defined in clause 8.

4.6 The Services shall be deemed complete when all Work Time, in accordance with clause 2, is exhausted and captured on approved Timesheets on the Humanz Platform. Total Work Time is according to clause 8.

5 LIMITATION OF LIABILITY

5.1 Except for liability in relation to a breach of a condition which cannot be excluded by law, the parties exclude all Consequential Loss arising out of or in connection to the Services, and any claims by any third party relating to the Contract, even if the party causing the breach knew the loss was possible or the loss was otherwise foreseeable.

5.2 Subject to any insurance or agreement to the contrary, the liability of each party to the other except for a breach of any condition which cannot be excluded by law is capped at the total price to be paid to the Candidate as defined in clause 8.

6 DISPUTES

6.1 If a dispute arises between the parties, the parties will attempt to resolve the dispute within 14 days by informal negotiation (by Humanz Platform private messaging board, phone, email or otherwise).

6.2 If the parties are unable to resolve the dispute in accordance with clause 6.1, either party may refer the dispute to Humanz and act in accordance with clause 16 of the Humanz Agreement.

7 TERMINATION OF CONTRACT

The Contract will terminate when:

- (a) the Services are completed and the Candidate has been paid for the final invoice;
- (b) a party is terminated or suspended from the Humanz Platform;
- (c) otherwise agreed by the parties or the Third Party Dispute Service; or
- (d) notified by Humanz in accordance with the party's Humanz Agreement.

8 SPECIAL CONDITIONS

The following Candidate and Client are parties to this Contract:

Candidate Entity Name:	_____	Client Entity Name:	_____
Candidate Entity Address:	_____	Client Entity Address:	_____
Candidate Entity ABN:	_____	Client Entity ABN:	_____
Candidate Entity ACN:	_____	Client Entity ACN:	_____
Candidate Name/Asset:	_____		

The following conditions are as defined and accepted through the Humanz engagement process i.e. Request and Offer:

- (a) The Services to be performed by the Candidate shall be ____.
- (b) The rate of payment to the Candidate shall be ____ \$/hour.
- (c) The total Work Time is ____ hours.

The total price to be paid to the Candidate when all Work Time is executed is \$____.

- (d) Timesheets must be submitted by the Candidate on the Humanz Platform at a frequency of ____ days beginning on ____.
- (e) Invoices will be submitted to the Client at the end of the Contract, or at a frequency of ____, whichever comes first.
- (f) Invoices must be paid by the Client into the Candidate's designated bank account within ____ days of the invoice date.

Candidate account name:

Candidate BSB:

Candidate account number:

(g) The Client requires that the Candidate must maintain this level of insurance:

(h) The location(s) where the Services shall be performed are _____.

(i) Travel and accommodation requirements provided by the Client shall be _____.

(j) The Candidate shall be required to attend and complete the induction(s) _____. These _____ be completed during paid Work Time.

9 APPLICATION OF POLICIES

9.1 The parties incorporate by reference the applicable Policies.

10 GOVERNING LAW

10.1 The Contract is governed by the laws of Western Australia, Australia. The parties and Humanz submit to the exclusive jurisdiction of the courts of Western Australia, Australia.

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Glossary

"ABN" means Australian Business Number.

"Account" means an account on the Humanz Platform to which a Team Member or Entity has Registered, and includes personal and business profiles.

"ACN" means Australian Company Number.

"Agreement" means the most updated version of this agreement.

"Booking Fee" means the fee payable to Humanz by the Candidate for establishing the Contract using the Humanz Service. Refer to the Humanz Platform Fee Policy for standard Fees.

"Business Day" means a day on which banks are open for general business in the jurisdiction of Western Australia, other than a Saturday, Sunday or public holiday.

"Candidate" means a Team Member that has Registered on the Humanz Platform to offer its Services to Clients, from another Entity.

"Client" means an Entity who has Registered on the Humanz Platform to seek Services from Candidates, from another Entity.

"Consequential Loss" means any loss, damage or expense recoverable at law including but not limited to:

- (a) opportunity or goodwill;
- (b) profits, anticipated savings or business;
- (c) data; or
- (d) value of any equipment,

and any costs or expenses incurred in connection with the foregoing.

"Contract" means the separate contract which is formed between a Candidate and a Client for Services.

"End of Month" means the last calendar day of the month.

"Expenses" means a cost incurred by a Candidate to complete the Services.

"Entity" means a registered Australian business with an Australian Business Number (ABN). Note a single Entity can represent both a Team Member(s) (which by reference includes Candidates) and a Client.

"Fees" means all fees payable to Humanz.

"Identity Verification Services" means the tools available to help Account holders verify the identity and other available information of other parties.

"Humanz" means Humanz Pty Ltd 637 629 933 and all related or subsidiary companies.

"Humanz Platform" means the Humanz application at <http://app.humanz.net.au>, the Humanz smartphone applications, the Humanz webpage at <http://www.humanz.net.au>, and any other affiliated application and/or webpage that may be introduced from time to time.

"Humanz Service" means the service of providing the Humanz Platform.

"License Fee" means the fee payable to Humanz for access to the Humanz Platform as set out in the Humanz Platform Fee Policy.

"Offer" means an offer of Services from a Candidate to a Client in response to a Request.

"Personal Information" has the same meaning given to it in the Privacy Act 1988 (Cth).

"Policies" means the policies determined by Humanz and posted by Humanz on the Humanz Platform.

"Register" means to register an Account on the Humanz Platform.

"Request" means a request for Services from a Client to a Candidate.

"Service Fee" means the fee payable to Humanz by the Candidate based off Client accepted Timesheets. Refer to the Humanz Platform Fee Policy for standard Fees.

"Services" means the services to be performed by the Candidate for the Client as described in the Contract.

"Team Member" means an individual or an asset (which is represented and administered by an Entity), that has Registered on the Humanz Platform for the Entities internal use and may or may not be consider a Candidate i.e., be made available to offer its Services to Clients from another Entity.

"Third Party Dispute Service" means a third party dispute resolution service provider used to resolve any disputes between parties.

"Third Party Service" means the promotions and links to services offered by third parties as may be displayed on the Humanz Platform from time to time.

"Timesheets" means the record of a Candidate's time spent performing the Services, captured on the Humanz Platform.

"Users" means the number of Team Members under a single Entity.

"We", "Us", "Our" means Humanz.

“Work Time” means the total time required of the Candidate to perform their Services as defined in the Contract.

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Rules of Interpretation:

In the Agreement and all Policies, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (d) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (e) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (f) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (g) headings are for ease of reference only and do not affect interpretation;
- (h) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally; and
- (i) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it.

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