

AHIP Founding Assessor Programme — Terms and Conditions of Free Access

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Issued by: EnBright Capital Pty Ltd ABN 17 685 093 841

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1. Introduction and Scope

1.1 These Terms and Conditions (“Terms”) govern the grant of complimentary access to AHIP Collect Pro and associated platform tools (“the Platform”) provided to approved participants in the Founding Assessor Programme (“the Programme”). The Platform is owned and operated by EnBright Capital Pty Ltd ABN 17 685 093 841 (“EnBright Capital”, “we”, “us”, “our”). References to “AHIP” in these Terms refer to the AHIP platform and product suite, which is a product of EnBright Capital. References to “EnBright” refer to the EnBright platform, also a product of EnBright Capital. EnBright Capital is the sole contracting entity under these Terms.

1.2 By accepting an invitation to the Programme and activating your account, you (“the Assessor”) agree to be bound by these Terms in full. If you do not agree to these Terms, you must not activate your account or use the Platform.

1.3 These Terms operate in conjunction with EnBright Capital’s standard Platform Terms of Service and Privacy Policy, which remain in force. In the event of any conflict, these Terms take precedence with respect to matters relating specifically to the Programme.

1.4 **Data use and privacy.** By participating in the Programme, the Assessor acknowledges and consents to EnBright Capital collecting, storing, and using data generated through their use of the Platform, including assessment outputs, input data, pre-fill accuracy reports, and feedback submissions, for the following purposes:

- a) Operating, maintaining, and improving the Platform and its features;
- b) Developing, training, validating, and improving automated tools, algorithms, and artificial intelligence or machine learning models used within or in connection with the Platform;
- c) Aggregating de-identified data for product analytics, benchmarking, and commercial reporting purposes;
- d) Any other purpose disclosed in EnBright Capital’s Privacy Policy as updated from time to time.

1.5 The Assessor acknowledges that EnBright Capital may derive commercial value from aggregated or de-identified assessor data and that no additional compensation is payable to the Assessor in respect of such use. EnBright Capital will handle all personal information in accordance with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles.

2. Duration of Free Access

2.1 Subject to compliance with these Terms, complimentary access to the Platform will be granted for a period of **two (2) years** commencing on the date your Founding Assessor account is activated (“the Access Period”).

2.2 Upon expiry of the Access Period, continued access to the Platform will be subject to the prevailing commercial subscription rates at that time. EnBright Capital will provide no less than sixty (60) days’ written notice prior to the expiry of the Access Period.

2.3 EnBright Capital reserves the right to extend the Access Period at its sole discretion, which shall not create any obligation to extend it further.

3. Minimum Activity Requirements

3.1 **Monthly assessment minimum.** The Assessor must complete a minimum of **eight (8) assessments per calendar month** using the Platform throughout the Access Period. For the avoidance of doubt, an assessment is considered “complete” only when it has been fully submitted and marked as complete within the Platform’s workflow.

3.2 **Measurement period.** Compliance with the monthly minimum will be assessed on a rolling 30-day basis. EnBright Capital will track activity automatically through the Platform.

3.3 **Grace period.** Where the Assessor fails to meet the monthly minimum in any given month, a single grace period of one (1) calendar month will be applied before any action is taken. Failure to meet the minimum in two (2) or more consecutive months will be treated as a material breach of these Terms.

3.4 **Notification.** Where the Assessor’s activity falls below the monthly minimum, EnBright Capital will notify the Assessor by email within five (5) business days of the end of the relevant month. The Assessor will have fourteen (14) days to respond with an explanation or to rectify the shortfall.

4. Feedback and Participation Obligations

4.1 Post-Assessment Feedback

The Assessor agrees to submit structured platform feedback at the end of each assessment cycle (every calendar month) as prompted by the Platform. Feedback must be submitted within **seven (7) calendar days** of the relevant prompt being issued. Feedback will be issued via email and may require written responses.

4.2 Pre-Fill Accuracy Reporting

Where the Assessor identifies inaccuracies, inconsistencies, or errors in pre-filled data presented within the Platform, the Assessor is required to report such issues promptly using the designated in-platform reporting tool. Systematic non-reporting of identified inaccuracies may be treated as a failure to meet participation obligations.

4.3 Quarterly Feedback Sessions

The Assessor agrees to participate in **at least one (1) product feedback session per calendar quarter** as organised by EnBright Capital. EnBright Capital will provide no less than fourteen (14) days' notice of scheduled sessions. Sessions may be conducted in person, by video conference, or by written survey at EnBright Capital's discretion. Where an Assessor is unable to attend a scheduled session, they must notify EnBright Capital in advance and, where reasonably practicable, participate in an alternative session or complete a written equivalent.

4.4 Accuracy Surveys

The Assessor agrees to respond to any accuracy or satisfaction surveys issued by EnBright Capital within **seven (7) calendar days** of receipt. Repeated non-response to surveys within the Access Period will constitute a failure to meet these Terms.

5. Quality Standards

5.1 Assessment quality. All assessments submitted through the Platform must meet EnBright Capital's published quality and completion criteria as updated from time to time. Assessments submitted that are substantially incomplete, inaccurate, or do not meet professional standards may not be counted toward the monthly minimum.

5.2 Professional conduct. The Assessor agrees to use the Platform in accordance with applicable professional standards and EnBright Capital's platform conduct guidelines. Use of the Platform for purposes other than genuine professional assessments is prohibited.

5.3 Data integrity. The Assessor must not knowingly submit false, misleading, or fabricated assessment data. Any such conduct will result in immediate termination of access.

6. Suspension and Termination of Free Access

6.1 EnBright Capital reserves the right to suspend or terminate complimentary access to the Platform at any time, with or without cause, at its sole discretion. EnBright Capital will endeavour to provide reasonable notice where practicable, but is under no obligation to do so.

6.2 Without limiting clause 6.1, EnBright Capital reserves the right to suspend or terminate complimentary access with immediate effect in any of the following circumstances:

- a) Failure to meet the minimum monthly assessment requirement for two (2) or more consecutive months without a reasonable explanation accepted by EnBright Capital;
- b) Persistent failure to submit required feedback or respond to accuracy surveys within the prescribed timeframes;
- c) Failure to attend or participate in quarterly feedback sessions on two (2) or more occasions within any twelve (12) month period without adequate prior notice;
- d) Breach of EnBright Capital's platform conduct guidelines or these Terms;
- e) Submission of false, misleading, or fabricated assessment data;
- f) Breach of the confidentiality obligations set out in clause 9;
- g) Voluntary withdrawal from the Programme by written notice.

6.3 Prior to suspension or termination under clause 6.2 (except where immediate action is required under clauses 6.2(e) or 6.2(f)), EnBright Capital will issue a written warning and provide the Assessor with a period of thirty (30) days to remedy the breach. This notice requirement does not apply to terminations under clause 6.1.

6.4 Termination of complimentary access does not affect any data or records relating to assessments previously completed on the Platform, which will be retained in accordance with EnBright Capital's data retention policy. For the avoidance of doubt, EnBright Capital's rights over data, intellectual property, and confidential information survive termination of these Terms.

7. Intellectual Property

7.1 Ownership of Platform IP. All intellectual property rights in the Platform, including the AHIP Collect Pro product, the EnBright platform, their underlying technology, workflows, algorithms, data models, pre-fill systems, and all related software and documentation, are and shall remain the exclusive property of EnBright Capital.

7.2 Ownership of assessment outputs and assessor data. All assessment outputs, reports, data, and materials generated by the Assessor through their use of the Platform ("Assessor-Generated Data") are hereby assigned to EnBright Capital upon creation. To the extent any Assessor-Generated Data does not automatically vest in EnBright Capital by operation of law, the Assessor irrevocably assigns all rights, title, and interest in such data to EnBright Capital with full title guarantee, including the right to use, reproduce, adapt, aggregate, commercialise, and sublicense such data without further consent or compensation to the Assessor.

7.3 Ownership of feedback. All feedback, suggestions, ideas, and recommendations provided by the Assessor to EnBright Capital in connection with the Programme ("Feedback") are the sole property of EnBright Capital. The Assessor waives any moral rights or other claims in respect of such Feedback and acknowledges that EnBright Capital

may use, adapt, or incorporate Feedback into its products without attribution or compensation.

7.4 Licence to use the Platform. EnBright Capital grants the Assessor a limited, non-exclusive, non-transferable, revocable licence to access and use the Platform solely for the purposes of the Programme during the Access Period. No other rights are granted.

7.5 No reverse engineering. The Assessor must not reverse engineer, decompile, disassemble, copy, or attempt to derive the source code or underlying logic of any part of the Platform.

8. Data Ownership and Privacy

8.1 Data ownership. All data submitted to, generated on, or derived from the Platform — including assessment data, pre-fill accuracy reports, survey responses, usage data, and feedback — is and shall remain the property of EnBright Capital. The Assessor has no proprietary interest in any such data.

8.2 Permitted use of data. EnBright Capital may use Assessor data (including in de-identified or aggregated form) for any lawful purpose, including but not limited to:

- a) Product development, feature enhancement, and quality assurance;
- b) Training, testing, and improving automated systems and AI/ML models;
- c) Commercial analytics and benchmarking;
- d) Research and reporting.

8.3 Personal information. EnBright Capital will collect and handle the Assessor's personal information in accordance with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles. The Assessor's personal information will not be sold to third parties. De-identified or aggregated data derived from assessor activity is not subject to this restriction.

8.4 Data retention. Upon termination of the Assessor's participation in the Programme, EnBright Capital will retain all Platform data in accordance with its data retention policy. The Assessor has no right to request deletion of Assessor-Generated Data that has been incorporated into aggregated datasets or used in model training.

8.5 Access to personal information. The Assessor may request access to their personal information held by EnBright Capital in accordance with the *Privacy Act 1988* (Cth) by contacting zane.ma@enbright.com.au.

9. Confidentiality

9.1 Confidential Information. The Assessor acknowledges that, in connection with the Programme, they will have access to confidential and proprietary information belonging to

EnBright Capital, including but not limited to: Platform features, workflows, interfaces, and functionality (including unreleased or beta features); pre-fill logic, data sources, and methodologies; product roadmaps, pricing, and commercial strategies; other assessors' data or activity; and any information designated as confidential by EnBright Capital ("Confidential Information").

9.2 Obligations. The Assessor must:

- a) Keep all Confidential Information strictly confidential;
- b) Not disclose Confidential Information to any third party without the prior written consent of EnBright Capital;
- c) Not use Confidential Information for any purpose other than participating in the Programme;
- d) Not take screenshots, recordings, copies, or extracts of Platform interfaces, workflows, or data for any purpose other than internal use in connection with the Programme;
- e) Immediately notify EnBright Capital upon becoming aware of any actual or suspected unauthorised disclosure of Confidential Information.

9.3 Duration. The confidentiality obligations in this clause survive termination of the Assessor's participation in the Programme for a period of three (3) years.

9.4 Exceptions. The obligations in clause 9.2 do not apply to information that: (a) is or becomes publicly available other than through a breach of these Terms; (b) was already known to the Assessor prior to participation in the Programme; or (c) is required to be disclosed by law or court order, provided the Assessor gives EnBright Capital prompt written notice and cooperates with any steps taken to resist or limit such disclosure.

10. Amendments to These Terms

10.1 EnBright Capital reserves the right to amend these Terms at any time. Assessors will be notified of any material changes by email no less than **thirty (30) days** prior to the changes taking effect.

10.2 Continued use of the Platform following the effective date of any amendments will be deemed acceptance of the revised Terms.

11. Limitation of Liability

11.1 EnBright Capital's grant of complimentary access under these Terms does not constitute a commercial agreement for the provision of services and does not give rise to

any right of compensation, damages, or other remedy in the event that access is withdrawn in accordance with these Terms.

11.2 EnBright Capital does not warrant that the Platform will be available without interruption. Planned or emergency maintenance may affect access without notice.

11.3 To the maximum extent permitted by law, EnBright Capital excludes all liability to the Assessor for any loss or damage arising from or in connection with the Programme or use of the Platform, including indirect, consequential, or economic loss.

12. General

12.1 **Governing law.** These Terms are governed by the laws of their respective states and territories and any disputes shall be subject to the exclusive jurisdiction of the courts of the respective states and territories.

12.2 **Entire agreement.** These Terms, together with EnBright Capital's standard Platform Terms of Service and Privacy Policy, constitute the entire agreement between the parties with respect to the Programme and supersede all prior representations or agreements.

12.3 **Severability.** If any provision of these Terms is found to be unenforceable, the remaining provisions will continue in full force and effect.

12.4 **No transfer.** Founding Assessor status and the associated complimentary access are personal to the Assessor and may not be transferred or assigned.

12.5 **Survival.** Clauses 7 (Intellectual Property), 8 (Data Ownership and Privacy), 9 (Confidentiality), and 11 (Limitation of Liability) survive termination or expiry of these Terms.

For questions regarding these Terms, please contact the EnBright Capital Founding Assessor team at zane.ma@enbright.com.au.

EnBright Capital Pty Ltd ABN 17 685 093 841 — Confidential