

AGREEMENT

1. Definitions

- 1.1. **Agreement** means the contract recorded in this document (as may be amended from time to time pursuant to clause 6).
- 1.2. **Environmental Objectives** means the objectives set out in clause 4.
- 1.3. **Give Green Energy** means the Australian proprietary limited company trading under ACN 675 075 859.
- 1.4. **Member Benefits** means the benefits, offers, discounts or other advantages made available to subscribers from time to time, whether provided by **Give Green Energy** or by third parties (and **Member Benefit** means any one of them).
- 1.5. **Subscriber Sum** means the sum you selected upon entering into this **Agreement**, or such other amount as has been notified to you in accordance with clause 6.
- 1.6. **You** means the person who has entered into this **Agreement**.

2. Parties

- 2.1. This agreement is between **You** and **Give Green Energy**.

3. Subscriber Sum

- 3.1. In exchange for Give Green Energy entering into this **Agreement** you agree:
 - 3.1.1. to give unconditionally to **Give Green Energy** the **Subscriber Sum** each month (or each year, as applicable) until this **Agreement** is terminated; and
 - 3.1.2. that **Give Green Energy** may use any amounts given by **You** in whatever way it deems fit (and at its discretion), including to advance the **Environmental Objectives**.
- 3.2. If the **Subscriber Sum** is not received by **Give Green Energy** for a given month, **Give Green Energy** may terminate this **Agreement** in accordance with clause 8.
- 3.3. Subject to clause 3.1, funds received (including **Subscriber Sums** and any revenue generated by activities or projects funded by **Give Green Energy**) are intended to be used as follows:
 - 3.3.1. first, as to 10% of all such funds, to be retained by **Give Green Energy** to incentivise growth (and such amount may be distributed or used by **Give Green Energy** at its discretion);
 - 3.3.2. second, as to the balance, to meet all costs, expenses, taxes, salaries, fees and all other liabilities, howsoever related to the activities of **Give Green Energy** (including the costs of providing or facilitating **Member Benefits** and of operating any projects); and
 - 3.3.3. third, as to any funds remaining after the amounts in clauses 3.3.1 and 3.3.2 are met, to advance the **Environmental Objectives**.
- 3.4. The amount that **Give Green Energy** will be able to spend on advancing the **Environmental Objectives** is directly proportional to the revenue **Give Green Energy** is able to raise. While **Give Green Energy** is in its growth stages (that is, while it is looking for its initial members) amounts spent under clause 3.3.3 may be small.
- 3.5. Nothing in this agreement creates any trust, or relationship of trustee and beneficiary, or relationship of agency, or confers any right as to how funds raised or received by **Give Green Energy** are used.

4. Objectives

- 4.1. The following are the **Environmental Objectives**:



- 4.1.1. funding, building, developing and operating environmental and green projects, including reforestation or revegetation initiatives, habitat protection initiatives, decarbonisation initiatives, waste and refuse removal initiatives, environmental clean-up initiatives, and energy storage facilities and clean energy generation facilities (including by purchasing and developing land and associated infrastructure);
- 4.1.2. engaging howsoever in any trade or commerce that may assist to raise money, increase awareness, increase or improve benefits for subscribers, or to otherwise further these **Environmental Objectives**; and
- 4.1.3. carrying out any other tasks in any way related to or ancillary to the above, or any other works to protect, rehabilitate, or improve the environment, as **Give Green Energy** may determine, including by providing funding to third party organisations or entities advancing similar objectives.

5. Member Benefits

- 5.1. **Give Green Energy** may make **Member Benefits** available to **You** from time to time.
- 5.2. **You** acknowledge and agree that:
 - 5.2.1. **Member Benefits** may be provided by third parties, and are subject to any terms and conditions imposed by those third parties;
 - 5.2.2. **Member Benefits** may change, be withdrawn or vary from time to time, and **Give Green Energy** does not promise that any particular **Member Benefit** will be or will remain available;
 - 5.2.3. **Give Green Energy** is not responsible for the acts, omissions, products or services of any third party providing a **Member Benefit**; and
 - 5.2.4. neither this **Agreement** nor any **Member Benefit** confers any right to income, profit, distribution or any other financial return from **Give Green Energy** or its activities.

6. Amendment

- 6.1. This **Agreement**, including any part of it, may be amended from time to time as **Give Green Energy** sees fit.
- 6.2. **You** will be given at least 14 days' notice of any such amendments in accordance with clause 7.

7. Notices

- 7.1. **You** agree to receive all notices regarding this **Agreement** to the email address you supplied upon entering into this **Agreement**.

8. Termination

- 8.1. This **Agreement** may be terminated at any time and for any reason (including for convenience) by **You** or **Give Green Energy**.
- 8.2. If **You** wish to terminate this **Agreement**, **You** must terminate your account at www.givegreenenergy.com.
- 8.3. **Give Green Energy** may terminate this **Agreement** by ceasing to collect the **Subscriber Sum** from you, closing your account, or by giving you notice in accordance with clause 7.
- 8.4. Clauses 9, 10, 11, 12, 13, 14 and 15 continue to have effect notwithstanding any termination of this **Agreement**.

9. Releases

- 9.1. You agree to release and indemnify **Give Green Energy**, its directors, officers, agents and employees, from any and all loss, liability or damage arising from or related to this **Agreement**, howsoever arising and howsoever related.



10. Refunds

- 10.1. **Give Green Energy** will not refund amounts already given, however **You** may terminate this **Agreement** at any time in accordance with clause 8.
- 10.2. **Give Green Energy** may, upon request and at its discretion, refund an amount not exceeding the total of the **Subscriber Sums** given by **You** in the preceding 6 months.

11. Privacy Policy

- 11.1. **You** acknowledge that **Give Green Energy** has disclosed its privacy policy on its website at www.givegreenenergy.com, which policy may be varied from time to time.

12. Governing Law

- 12.1. This **Agreement** is governed by the law of Queensland, Australia.
- 12.2. Subject to clause 13, **You** agree that the courts of Brisbane, Australia have exclusive jurisdiction over any disputes under this **Agreement** (howsoever arising).

13. Dispute Resolution

- 13.1. Any dispute, controversy or claim arising out of, relating to or in connection with this **Agreement**, including any question regarding its existence, validity or termination, shall be resolved by arbitration in accordance with this clause, and to the extent not addressed by this clause, the ACICA Arbitration Rules.
- 13.2. The seat of arbitration shall be Brisbane. The language of the arbitration shall be English. The number of arbitrators shall be one. The arbitration is to be confidential.
- 13.3. Any requirement set out in this clause, including the requirement to arbitrate, may be waived in writing by **Give Green Energy** at its discretion.
- 13.4. A dispute must be commenced by notice in writing by:
 - 13.4.1. posting a written notice of dispute to PO Box 1880, New Farm, Queensland, Australia 4005, by a registered mail service; and
 - 13.4.2. emailing a copy of the written notice of dispute to contact@givegreenenergy.com with the subject line 'NOTICE OF DISPUTE'.
- 13.5. The party which commences a dispute must:
 - 13.5.1. pay all costs of the arbitration in the first instance (including room hire and the arbitrator's fees and expenses); and
 - 13.5.2. subject to any other determination of the arbitrator, must provide security for those costs to the satisfaction of the arbitrator in the form of a bank guarantee from an Australian bank.
- 13.6. **You** agree that the dispute may be stayed (including permanently), dismissed, or determined against **You** (including in a summary fashion), if any requirement of this clause 13 is not complied with.

14. Alternative Purpose

- 14.1. **You** agree that **Give Green Energy** may determine to abandon the **Environmental Objectives**, to terminate this **Agreement**, and to donate any remaining funds received (after paying any and all costs, expenses, taxes, salaries, fees and all other liabilities, howsoever related to the activities of **Give Green Energy**) to an environmental charity or institution determined by **Give Green Energy** at its discretion, such charities or institutions may include (but are not limited to) the World Wildlife Fund Australia and the United Nations Environment Programme.

15. Interpretation

- 15.1. Words expressed in the singular shall include the plural, and vice versa, wherever the context requires.



15.2. Where this agreement confers a discretion upon **Give Green Energy**, or permits **Give Green Energy** to make a decision or determination, that discretion (and power to make such decision or determination) is absolute and unqualified.

15.3. Clause 15.2 applies to any decision or determination as to the use of any funds received by **Give Green Energy**, pursuant to this **Agreement** or otherwise.

16. Contact

16.1. **You** agree that **Give Green Energy** may contact **You** in relation to any matter arising under this **Agreement**, and may also send you regular newsletters and updates regarding **Give Green Energy's** activities and related information.

