

# AGREEMENT

## 1. Definitions

- 1.1. **Agreement** means the contract recorded in this document (as may be amended from time to time pursuant to clause 5).
- 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. **Subscriber Sum** means the sum you selected upon entering into this **Agreement**, which may be adjusted from time to time.
- 1.5. **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 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 7.
- 3.3. Subject to clause 3.1, funds received (including **Subscriber Sums**) are intended to be used as follows:
  - 3.3.1. 90% of any funds received (and 90% of any revenue generated) will be used to advance the **Environmental Objectives** (including to meet all costs, expenses, taxes, salaries, fees and all other liabilities, howsoever related to the activities of **Give Green Energy**);
  - 3.3.2. 10% of any funds received (and 10% of any revenue generated) will be retained by **Give Green Energy** to incentivise growth (and may be distributed or used by **Give Green Energy** at its discretion).
- 3.4. 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. promoting the endeavours of **Give Green Energy** and growing the number of subscribers (including by engaging in marketing and advertising activities);
  - 4.1.2. building, developing and operating energy storage facilities and clean energy generation facilities (including by purchasing and developing land and associated infrastructure);
  - 4.1.3. 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



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- 4.1.4. 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.

## 5. Amendment

- 5.1. This **Agreement**, including any part of it, may be amended from time to time as **Give Green Energy** sees fit.
- 5.2. **You** will be given notice of any such amendments in accordance with clause 6.

## 6. Notices

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

## 7. Termination

- 7.1. This **Agreement** may be terminated at any time and for any reason (including for convenience) by **You** or **Give Green Energy**.
- 7.2. If **You** wish to terminate this **Agreement**, **You** must terminate your account at [www.givegreenenergy.com](http://www.givegreenenergy.com).
- 7.3. **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 6.
- 7.4. Clauses 8, 9, 10, 11 and 12 continue to have effect notwithstanding any termination of this **Agreement**.

## 8. Releases

- 8.1. 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.

## 9. Governing Law

- 9.1. This **Agreement** is governed by the law of Queensland, Australia.
- 9.2. Subject to clause 10, **You** agree that the courts of Brisbane, Australia have exclusive jurisdiction over any disputes under this **Agreement** (howsoever arising).

## 10. Dispute Resolution

- 10.1. 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.
- 10.2. 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.
- 10.3. Any requirement set out in this clause, including the requirement to arbitrate, may be waived in writing by **Give Green Energy** at its discretion.
- 10.4. A dispute must be commenced by notice in writing by:
- 10.4.1. posting a written notice of dispute to PO Box 1880, New Farm, Queensland, Australia 4005, by a registered mail service; and
- 10.4.2. emailing a copy of the written notice of dispute to [contact@givegreenenergy.com](mailto:contact@givegreenenergy.com) with the subject line 'NOTICE OF DISPUTE'.
- 10.5. The party which commences a dispute must:
- 10.5.1. pay all costs of the arbitration in the first instance (including room hire and the arbitrator's fees and expenses); and



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10.5.2. 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.

10.6. **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 10 is not complied with.

## 11. Alternative Purpose

11.1. **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.

## 12. Interpretation

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

12.2. 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.

12.3. Clause 12.2 applies to any decision or determination as to the use of any funds received by **Give Green Energy**, pursuant to this **Agreement** or otherwise.

## 13. Contact

13.1. **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.

