

AGREEMENT

1 Definitions

Agreement means the contract recorded in this document (as may be amended from time to time pursuant to clause 5).

Environmental Objectives means the objectives set out in clause 4.

Give Green Energy means the company trading under ACN 675 075 859.

Subscriber Sum means the sum you selected upon entering into this **Agreement**, which may be adjusted from time to time.

You means the person who has entered into this **Agreement**.

2 Parties

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

3 Subscriber Sum

In exchange for Give Green Energy entering into this agreement you agree:

- to give unconditionally to **Give Green Energy** the **Subscriber Sum** each month until this **Agreement** is terminated; and
- that **Give Green Energy** may use any amounts given by **You** in whatever way it deems fit (and at its absolute discretion) to advance the **Environmental Objectives**.

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.

4 Objectives

The following are the **Environmental Objectives**:

- promoting the endeavours of **Give Green Energy** and growing the number of subscribers (including by advertising);
- building, developing and operating energy storage facilities and clean energy generation facilities (including by purchasing and developing land and associated infrastructure);
- 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
- 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.

Funds received will be used as follows:

- 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 and fees);
- 10% of any funds received (and 10% of any revenues made) will be retained as profit to incentivise growth.

Nothing in this agreement creates any trust, or relationship of trustee and beneficiary, or confers any right as to how funds raised or received by **Give Green Energy** are used.

5 Amendment

This **Agreement**, including any part of it, may be amended from time to time as **Give Green Energy** sees fit.

You will be given notice of any such amendments in accordance with clause 6.



6 Notices

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

7 Termination

This **Agreement** may be terminated at any time and for any reason (including for convenience) by **You** or **Give Green Energy**.

If **You** wish to terminate this **Agreement**, **You** must terminate your account at www.givegreenenergy.com.

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.

Clauses 8, 9, 10 and 11 continue to have effect notwithstanding any termination of this **Agreement**.

8 Releases

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

9 Governing Law

This **Agreement** is governed by the law of Queensland, Australia.

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

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.

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.

Any requirement set out in this clause, including the requirement to arbitrate, may be waived in writing by **Give Green Energy** acting in its sole discretion.

A dispute must be commenced by notice in writing by:

- posting a written notice of dispute to PO Box 1880, New Farm, Queensland, Australia 4005, by a registered mail service; and
- emailing a copy of the written notice of dispute to contact@givegreenenergy.com with the subject line 'NOTICE OF DISPUTE'.

The party which commences a dispute must:

- pay all costs of the arbitration in the first instance (including room hire and the arbitrator's fees and expenses); and
- 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.

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 is not complied with.

11 Alternative Purpose

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 or similar amounts) to an environmental charity or institution chosen by **Give Green Energy** at its absolute discretion, such charities or institutions may include (but are not limited to) the World Wildlife Fund Australia and the United Nations Environment Programme.

