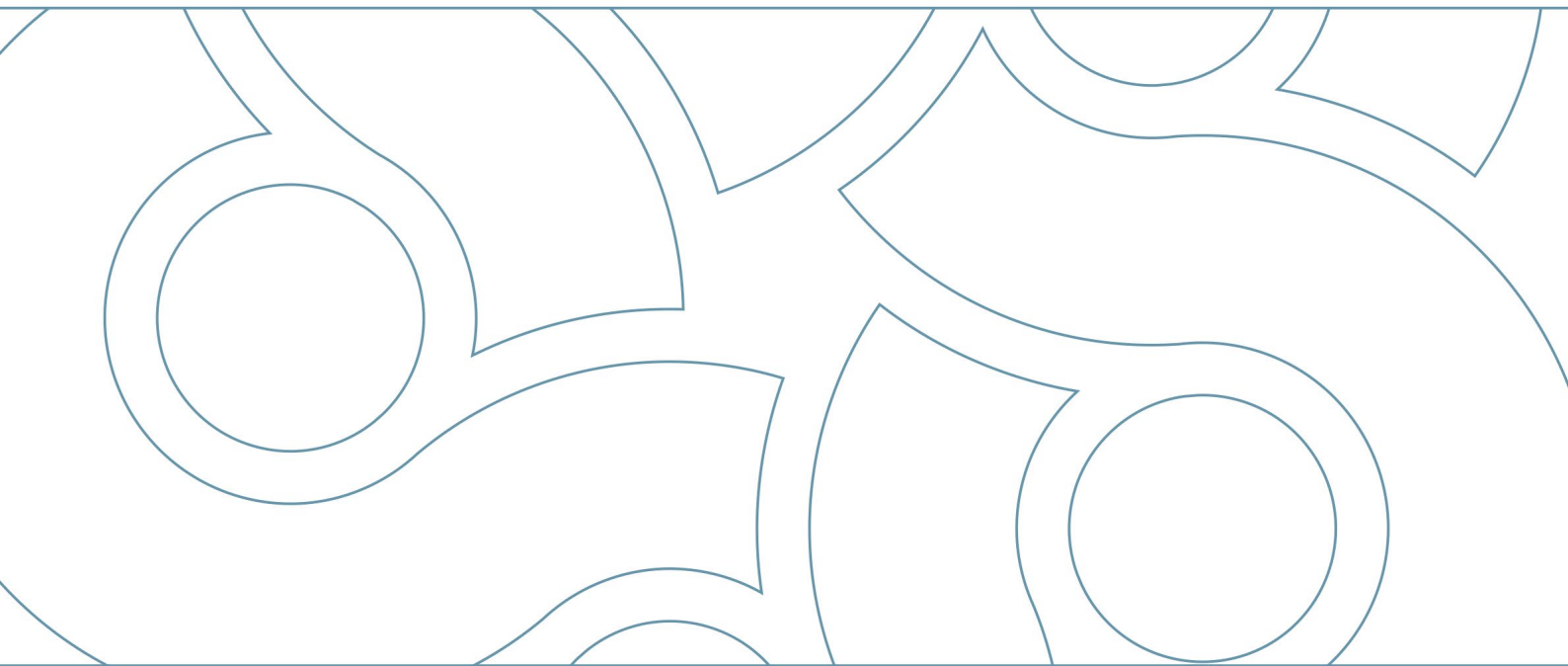


Standard Terms and Conditions for Registration and Issuing



Contents

1. Agreement	1
2. Scope	1
3. Definitions	1
4. General Obligations; Representations and Warranties	2
5. Open Access	2
6. Integrity of Certificates	3
7. Information Systems	3
8. Force Majeure	5
9. Assignment	5
10. Amendments	5
11. Fees and Charges	6
12. Payment	6
13. Credit Management	7
14. Term and Termination Rights	8
15. Notices	10
16. Liability	10
17. Intellectual Property	11
18. Confidentiality	12
19. Tax	12
20. Governing Law	13
21. Dispute resolution -Negotiation	13
22. Dispute Resolution – Independent Expert	14
23. Interlocutory relief and ongoing obligations	15

24. Counterparts	15
25. Cumulative Remedies	15
26. Further Assurance	16
27. Severance and Invalidity	16
28. Acceptance	16
A. Communication Details	16

1. Agreement

1.1. This Agreement (hereinafter called "the **Agreement**") is made between:

- (a) Oakley Greenwood Pty Ltd (**ABN:** 37 133 921 212) (hereinafter called "the **Company**") of 142 Griffith Road, Newport, QLD 4020; and
- (b) _____ (**ABN:** _____) (hereinafter called "the **Registrant**") of _____

2. Scope

- 2.1. The I-REC Code and its Subsidiary Documents (as amended from time to time) are incorporated into and form part of this Agreement.
- 2.2. The Company has been appointed an Issuer (which for the purposes of this Agreement, is an Issuer that is not a Central Issuer) (**Local Issuer**) under the I-REC Code.
- 2.3. This Agreement and all subsequent amendments (including, without limitation, amendments to the I-REC Code and/or Subsidiary Documents (as amended from time to time)) constitute the terms and conditions for the provision of Issuing Services for I-REC (International Renewable Energy Certificate) between the parties in those areas where the Local Issuer has been approved to act under the I-REC Code.
- 2.4. This Agreement represents the whole agreement between the parties in respect of Issuing Services for I-REC. The submission of a Production Device or Production Group registration by the Registrant with regard a Production Device or Production Group within those areas where the Local Issuer has been approved to act under the I-REC Code shall constitute agreement that the terms of this Agreement shall encompass such Production Device or Production Group.
- 2.5. The Company has been appointed under the I-REC Code to do all things necessary to:
 - (a) subject to conformance with I-REC registration requirements, register the Registrant's (or its related bodies corporate that own, operate or control any Production Devices) Production Devices in the country or region (as applicable) in which such Production Devices are located; and
 - (b) issue I-RECs to the Participant or Registrant in respect of any production devices, which without limitation includes, the verification of data required to be provided by Registrants to the Company under the I-REC Code; and
 - (c) comply with any requirements set out under the I-REC Code or by I-REC that apply to Local Issuers,(jointly, the **Issuing Services**),

in those areas where the Local Issuer has been approved to act under the I-REC Code.

3. Definitions

- 3.1. Save for definitions expressly given, the terms in this Agreement that are identified by capitalisation, have the meanings assigned to them by the I-REC Code and its Subsidiary Documents.

4. General Obligations; Representations and Warranties

4.1. Each party hereby agrees to:

- (a) comply with this Agreement, including, without limitation, with the requirements of the I-REC Code and its Subsidiary Documents;
- (b) act in accordance with all applicable laws, including, without limitation, in case of the Registrant, declaring all aspects of the energy attributes associated with the Production Device or Production Group such as any carbon offsetting or labelling schemes for which the Production Device or Production Group has been accredited; and
- (c) contribute to the implementation of this Agreement by providing each other, without delay, all necessary information required by the application of this Agreement, including, without limitation, in case of the Registrant, any information concerning non-conformity of a Production Device or Production Group with the information previously reported to the Company.

4.2. The Company shall, in the performance of its duties, roles and responsibilities under this Agreement, directly or through any other entity acting on its behalf, act with professional standards usually required of a services provider of this kind.

4.3. Each party represents and warrants that:

- (a) it is duly organised under the laws of jurisdiction of its formation, it has the full right, power and authority to execute, deliver and perform this Agreement, and it has been duly authorised by all necessary governmental, corporate, shareholder or other action to execute, deliver and perform this Agreement;
- (b) the entry into and performance by it of this Agreement do not conflict in any material respect with any relevant law or a judicial order applicable to it, any of its constitutive documents, any existing agreement instrument or document which is binding on it or any of its assets, and
- (c) its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms, subject only to applicable bankruptcy, reorganisation, insolvency, moratorium or similar laws affecting creditors' rights generally.

4.4. The Registrant further represents and warrants that it has the sole authority to act in respect of energy attributes associated with any Production Device or Production Group registered under this Agreement and that all information provided by the Registrant is complete and accurate.

5. Open Access

5.1. The Registrant shall grant access to I-REC Services, the Company or their respective agents to all registered Production Devices or Production Groups and any associated document, records and other information related thereto except to the extent that such access would in the reasonable opinion of the Registrant, result in material safety or security issues. The Registrant's failure to permit such access entitles the Company to suspend Issuing of I-REC Certificates.

5.2. The Registrant acknowledges and accepts the right of the Company to perform unannounced control and auditing visits to the Registrant's premises and/or the premises of the Production Device or Production Group, as prescribed by the I-REC Code.

The Registrant shall ensure that the owners of all Production Devices or Production Groups registered under their respective names shall enable such visits without undue delay or limitation, provided that the Registrant is given at least one Business Day notice by the Company of such visit.

Notwithstanding anything in this clause 5.2, the Registrant may prevent the Company from undertaking such unannounced control and auditing visits to the Registrant's premises, if it reasonably believes that there are material safety or security concerns that require additional notice being provided by the Company in order to arrange for access to the relevant premises or documentation to support access to the relevant premises.

6. Integrity of Certificates

- 6.1. The Company and the Registrant shall co-operate (to the extent within their power) to ensure that no unjust enrichment of any party occurs as a result of an error in the course of the processing of a Certificate or as a result of any unauthorised access to, or malfunctioning of, the I-REC Registry. The Company may withdraw or amend a Certificate to prevent or rectify such unjust enrichment, having regard to the objective of securing the accuracy of the Certificates.
- 6.2. When applying for Certificates, the Registrant represents and warrants that the qualifying energy, for which Certificates are being applied:
 - (a) has not and will not be sold or otherwise consumed (including such consumption by a self-producer) as having the attributes evidenced by the Certificates unless such Certificates accompany the energy subject to such sale or consumption; and
 - (b) has not been produced under a public consumption obligation where consumers are deemed to have bought the attributes through a levy or similar national arrangement.
- 6.3. The Company shall have the right to compare data relating to a Production Device or Production Group held on the I-REC Registry with that held by other registries of other certification schemes for which that Production Device or Production Group is registered. The Registrant hereby grants the Company access to such other registries of other certification schemes, to the extent that such access is permitted by applicable law and regulation.

The Company may:

- (a) suspend (pending further evidence reasonably satisfactory to the Company, such revocation of suspension not to be unreasonably withheld or delayed); or
- (b) withhold,

the Issuing of Certificates if the Company is not able to verify the accuracy or integrity of the data relating to a Production Device or Production Group held on the I-REC Registry by accessing other registries or by data otherwise made available to it by the Registrant.

7. Information Systems

- 7.1. The Company issues I-REC Certificates by using an electronic registry with internet access. This registry (the I-REC Registry) is provided by I-REC Services BV.
- 7.2. The Registrant shall arrange, at his own cost, the necessary information technology architecture and interfaces which it needs in order to use the I-REC Registry.

- 7.3. The Registrant shall be responsible for sufficient data security relating to the use of the I-REC Registry including account passwords.
- 7.4. The Company shall, subject to clause 16 below, be responsible for any damage caused to the Registrant resulting from negligence, intentional default, or fraud on the part of the Company or any of its affiliates, employees, contractors and/or agents, when providing services under or pursuant to this Agreement or whilst providing Registry Services to the Registrant. Registry Services, for the purposes of this clause 7.4 means (a) the provision of and access to systems that allow the Registrant to provide the information required by the I-REC Standard for documentation and verification of Registrant requests to register Production Device(s) and/or issue I-REC(E) Certificates in accordance with the I-REC Code and/or the Evident Code (as the case may be) , and (b) secure maintenance of that information.
- 7.5. The Company shall inform the Registrant in writing within two (2) business days of the Company being made aware of any planned implementation of a material change to the I-REC Registry made by I-REC Services. In urgent cases (e.g. where system integrity is at risk) changes can be made by I-REC Services without prior notice. In such cases, the Company shall inform the Registrant by email as soon as possible after becoming aware that the change has been made.
- 7.6. The Company shall inform the Registrant by email within two (2) business days of the Company being made aware of any planned unavailability of the I-REC Registry. The Registrant shall be informed of other unavailability preventing the use of the I-REC Registry as soon as reasonably possible.
- 7.7. The Company has the right to remove or suspend access to the I-REC Registry service by the Registrant if:
- (a) in the reasonable opinion of the Company, there is misuse of the system by the Registrant (including, without limitation, its employees, agents and other parties acting on the Registrant's behalf in the performance of this Agreement), or
 - (b) the Registrant is in breach of this Agreement.

The Company shall suspend access to the I-REC Registry services by the Registrant by written notice thereof to the Registrant. The suspension shall cease upon resolution of the issue identified. The Company shall permanently remove access to the I-REC Registry service by the Registrant by written notice thereof to the Registrant where the misuse or breach persists.

- 7.8. The Registrant agrees with the Company throughout the term of this Agreement:
- (a) to use the I-REC Registry, its associated website and I-REC documentation for the purpose of I-REC only;
 - (b) to attend training in the use of the I-REC Registry or to procure that at least one of its employees does so, when required by the Company, at its own expense;
 - (c) not to cause or permit any unauthorised person to use the I-REC Registry, its associated website and I-REC documentation at any time during the term of this Agreement;
 - (d) to notify the Company promptly upon discovery of any faults or defects in the I-REC Registry and/or its associated website and to co-operate as far as is reasonably practicable for the Registrant with the Company in the diagnosis and cure of any such fault or defect;

- (e) to use only the current version of the I-REC Registry available from time to time.

8. Force Majeure

- 8.1. For the purposes of this Agreement, force majeure means an occurrence beyond the reasonable control of the party claiming force majeure which it could not reasonably have avoided or overcome and which makes it impossible for it to perform its obligations hereunder, including, but without limitation, due to the failure of communications or computer systems ("**Force Majeure**").
- 8.2. If a party is fully or partly prevented due to Force Majeure from performing its obligations under this Agreement and such party complies with the requirements of this clause, no breach or default on the part of such party shall be deemed to have occurred and, it shall be released from those obligations for the period of time and to the extent that such Force Majeure prevents its performance. No obligation to pay damages will then accrue.
- 8.3. In the event, and to the extent, the obligations of the party claiming Force Majeure are released by Force Majeure, the other party's corresponding obligations shall also be released.
- 8.4. The parties shall inform each other of the occurrence of Force Majeure as well as of its end without delay and shall use all commercially reasonable efforts to mitigate the effects of the Force Majeure.

9. Assignment

- 9.1. Each party may assign this Agreement:
- (a) only with the written consent of the other party, such consent cannot be unreasonably withheld or delayed;
 - (b) to a holding company or a direct or indirect subsidiary or any company with which it is under common control, of equivalent or greater creditworthiness at any time, without consent of the other party. The assignment shall only become effective upon notice being received by the other party and provided that any credit support document issued or agreed on behalf of the assigning party has first been reissued or amended to support the obligations of the associated company for the benefit of the other party.
- 9.2. The Company may not transfer this Agreement to a new service provider.

10. Amendments

- 10.1. The Company may make amendments to the terms of this Agreement as long as these amendments are made to all agreements with all Registrants, not merely the Registrant. Any unilateral changes to this Agreement made by the Company will be notified to the Registrant in writing (including email) not less than 90 days prior to becoming effective. No other amendments may be made without the Registrant's prior written consent.
- 10.2. Each of the parties confirms that:
- (a) the Code Subsidiary Document 05 (Change Management) applies hereto (as such may be amended by I-REC Services from time to time); and
 - (b) it will use its reasonable efforts to amend this Agreement if such amendment:

- (i) is necessary, required or desirable (in the reasonable opinion of either party) due to operational, legal or compliance reasons; and
- (ii) will not materially adversely affect any other Registrant for which the Company is the Local Issuer (noting that this Agreement must apply to all Registrants for which the Company is the Local Issuer);
- (iii) affects all Registrants for which the Company is the Local Issuer; and
- (iv) will not have the effect of placing the Registrant or the Company in breach of the I-REC Code or any other applicable requirements issued by I-REC.

11. Fees and Charges

- 11.1. The Fees and Charges shall be calculated in accordance with the Fees and Charges applicable at the time of the Company's issuance of an invoice.
- 11.2. The Fees and Charges may, at the election of the Company (which must be communicated to the Registrant in writing no later than 1 October in the calendar year prior to the Adjustment Date (**Notice Date**)), be escalated on 1 January each calendar year (**Adjustment Date**) by multiplying such Fees and Charges by the following multiplier:

$$\frac{CPI_n}{CPI_{n-1}}$$

where:

CPI_n = the Consumer Price Index (All Groups weighted average for the eight capital cities), published by the Australian Bureau of Statistics or its relevant successor published in the September quarter immediately prior to the Adjustment Date

CPI_{n-1} = the Consumer Price Index (All Groups weighted average for the eight capital cities), published by the Australian Bureau of Statistics or its relevant successor published in the September quarter immediately prior to the previous Adjustment Date or the commencement date of this Agreement if there has not been a previous Adjustment Date.

- 11.3. If a written election is not provided by the Company on the Notice Date, then the Company will be deemed to have elected to not escalate the Fees and Charges on the next Adjustment Date following the Notice Date.
- 11.4. The current Fees and Charges are available on the Company's website (www.oakleygreenwood.com.au/irec)
- 11.5. If, after the date of this Agreement, the owner or operator of the I-REC Registry materially increases the costs imposed on the Company, then, the parties must use reasonable endeavours to negotiate and agree any appropriate amendments to the Fees and Charges that reflect such material cost increases.

12. Payment

- 12.1. Payment of an invoice issued by the Company is recorded when funds are cleared for value into the nominated bank account stated on the invoice.
- 12.2. The Registrant must make full payment within 30 days of the date of issue of the relevant invoice. Failure to make payment within 45 days of the issue of the relevant invoice will result in

the suspension of Issuing Services for any and all Production Devices or Production Groups registered by the Registrant. The suspension will only be lifted upon clearance of the due payment. The Registrant shall not be entitled to any compensation under this Agreement or otherwise arising out of such suspension.

- 12.3. The Registrant must pay interest to the Company on any late payment by the Registrant at the rate of interest which is the average bid rate for bills having a tenor of 90 days which is displayed on the page of the Reuters Monitor System designated "BBSY" plus 2 per cent or such other interest rate agreed by the parties, calculated from the date the unpaid amount was due to the date that payment is made.
- 12.4. The Registrant shall remain responsible for payment of all invoiced fees regardless of whether suspension has been applied or a notice of termination made until such time as full payment has been cleared.
- 12.5. If the Registrant disputes any amount invoiced, it shall notify the Company of the nature of the dispute within ten (10) business days of receipt of the invoice giving all relevant details. Pending the resolution of the dispute the Registrant shall be entitled to withhold payment of the disputed portion of the invoice. All disputes relating to invoices shall be resolved in accordance with clauses 21 and 22.

13. Credit Management

- 13.1. The Company may, at any time, carry out a Financial Credit Check on the Registrant to establish the Registrant's credit rating and credit worthiness
- 13.2. The Company may report any outstanding and overdue payments owed by the Registrant to the Company to any credit reporting body.
- 13.3. The Company may notify the Registrant in writing that it must provide the Company with Financial Security ("**Financial Security Notice**"), where
- (a) the Registrant's credit rating is less than a:
 - i. Standard and Poor's credit rating of BBB-; or
 - ii. Moody's credit rating of Baa3; or
 - iii. if Standard and Poor's or Moody's ratings cease to operate or give ratings, an equivalent rating from any other rating agency recognised in the Australian financial market as being equivalent to Standard and Poor's or Moody's from time to time (as determined reasonably by the Company);
 - (b) the Registrant does not pay the total amount of a bill issued by the Company within 30 calendar days of its due date (except where a bill is in dispute in accordance with clause 12.5); or
 - (c) the credit position of the Registrant, in the Company's reasonable opinion, has become materially weaker than its credit position as at the Commencement Date of this Agreement,

however, no Financial Security is payable (and no Financial Security Notice may be issued) whilst the Registrant is either:

- (d) Government Business Enterprise (as defined in the *Public Governance, Performance and Accountability Act 2013* (Cth)); or
- (e) controlled by an Australian State government or the Commonwealth of Australia.

13.4. The Registrant must provide Financial Security to the Company within 5 business days of receipt of a Financial Security Notice. The amount of Financial Security which can be required by the Company will not exceed the aggregate amount of the fees levied for certificates issued to the Registrant over the previous six (6) months, or some other reasonable amount.

13.5. The Company may, in its sole and absolute discretion, call on the Financial Security at any time, without providing the Registrant with any prior notice, where the Registrant has not paid the Company any money when due in connection with this Agreement.

13.6. The Company must return the Financial Security to the Registrant within 5 business days of the earlier of the:

- (a) (**Government Ownership**) the date that the Registrant, subsequent to providing the Financial Security:
 - i. is either:
 - 1. a Government Business Enterprise (as defined in the *Public Governance, Performance and Accountability Act 2013* (Cth));
 - 2. controlled by an Australian State government or the Commonwealth of Australia; or
- (b) (**Credit Rating**) the date that the Registrant has a credit rating equal to or greater than:
 - i. Standard and Poor's credit rating of BBB-;
 - ii. Moody's credit rating of Baa3; or
 - iii. if Standard and Poor's or Moody's ratings cease to operate or give ratings, an equivalent rating from any other rating agency recognised in the Australian financial market as being equivalent to Standard and Poor's or Moody's from time to time (as determined reasonably by the Company);
- (c) (**Term**) the date that is 20 business days after the Termination of this Agreement.

14. Term and Termination Rights

14.1. This Agreement shall come into force as of the Effective Date. This Agreement may be terminated by either party for convenience by giving the other party thirty (30) days' prior written notice of termination in the case of termination by the Registrant and ninety (90) days' prior written notice of termination by the Company (each case being "**Ordinary Termination**"). In the event of Ordinary Termination, the Agreement shall remain legally binding on the parties until, but only in respect of, all rights and obligations already created or existing under the Agreement prior to the date of the Ordinary Termination are fully performed by both parties.

14.2. If a party fails to perform any of its obligations under this Agreement (**Defaulting Party**) (other than where such part is relieved from such obligation under this Agreement) then:

- (a) the other party (**Non-Defaulting Party**) may issue a notice (**Default Notice**) to the Defaulting Party; and
- (b) the Defaulting Party must respond with a written plan for remediation within three (3) business days of the notice being served.

14.3. If a Defaulting Party fails to provide a written remediation plan in accordance with clause 14.2 (b) within 3 business days of a Default Notice, the Non-Defaulting Party may resolve this dispute pursuant to clauses 21 and 22 of this Agreement.

14.4. Ordinary Termination can only occur in addition to the reason set out in clause 14.1:

- (a) in direct response to a change of law that renders it impossible for the Company to carry out this Agreement, provided that:
 - i. 90 days notice (where possible); or
 - ii. where 90 days notice is not possible, as much notice as reasonably practicable, is provided by the party intending to terminate this agreement as a result of an Ordinary Termination; or
- (b) if the Company, terminates its agreements with all its Registrants, and not merely the Registrant, as a result of the Company ceasing to operate as Local Issuer, provided that 90 days notice is provided by the party intending to terminate this agreement as a result of an Ordinary Termination.

The change of law required for Ordinary Termination to occur must have an impact in the country in which the Local Issuer operates for the purposes of this Agreement and on the ability of the Local Issuer to perform the Issuing Services. The announcement of the change of law can be through, in addition to a legislative, regulatory or rule change, a direct mandate from a relevant national authority.

14.5. If this Agreement is terminated by the Company pursuant to Ordinary Termination, then the Company must pay the Registrant, an amount equal to the Fees and Charges paid under this Agreement relating to any part of the services that have been paid for but have not been effectively provided by the Company.

14.6. In the case that:

- (a) a party fails to perform any of its material obligations under this Agreement on a continued and repeated basis, or
- (b) a party voluntarily commences or is subject to the commencement of a composition or arrangement of any kind with its creditors (including, without limitation, voluntary winding-up), or
- (c) a party commits any fraud or any other unlawful or criminal act in connection with this Agreement or its operation,

the other Party (the "**Terminating Party**") may terminate the Agreement ("**Early Termination**") by giving notice to the defaulting party. A notice of Early Termination may be given by telephone if that notice is confirmed in writing within two (2) business days.

- 14.7. In case of Early Termination, the Terminating Party shall have the right to be compensated for damages as provided for under Australian law.
- 14.8. Upon Early Termination, where the Company is not the Terminating Party, the Company must pay the Terminating Party, an amount equal to the Fees and Charges paid under this Agreement relating to any part of the services that have been paid for but have not been effectively provided by the Terminating Party. Where the Registrant is not the Terminating Party, the Registrant must pay the Terminating Party any charges that are outstanding at the time of Termination.
- 14.9. Where the Company is acting in the capacity of Central Issuer, it may terminate the Agreement ("**Threshold Termination**") in respect of one or more Production Devices or Production Groups registered under this agreement by giving notice to the Registrant. A Threshold Termination notice may only be given by the Company when acting as the Central Issuer when another Issuer is operational in the region where the specified Production Device(s) or Production Group(s) is/are located. A Threshold Termination notice must be given in writing and be not less than four (4) month's duration. The Registrant may terminate the Agreement by Ordinary Termination having been given notice of Threshold Termination.
- 14.10. This provision shall survive termination of this Agreement.

15. Notices

- 15.1. Every notice, request, demand, or other communication under this Agreement shall be issued in accordance with the details set out in Schedule A of this Agreement. Each party is responsible for notifying the other party of any changes to the details in Schedule A of this Agreement and ensuring confirmation of receipt of such change notification.
- 15.2. Any notice, request, demand or other communication to be given or made under this Agreement shall be deemed to have been delivered, in the case of any notice, request, demand or other communication given or made by facsimile or e-mail when despatched, unless despatched outside normal business hours, when it shall be deemed to have been delivered on the next business day following the date on which it was despatched or, in the case of any notice, request, demand or other communication given or made by letter, posted by registered mail, five (5) business day after the registered delivery date.

16. Liability

- 16.1. The parties shall not be liable for indirect losses incurred by one of the parties unless the losses arise from gross negligence, intentional default or fraud on the part of the other party.
- 16.2. Each party has a duty to use all reasonable endeavours to limit the extent of the loss caused. If the injured party does not implement adequate measures to limit the extent of the damage, compensation may be reduced.
- 16.3. Unless otherwise provided by governing law,
- (a) the Company's liability to the Registrant, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, arising out of or in connection with this Agreement shall be limited to, for the term of this Agreement:
- i. ten thousand (\$10,000) Australian Dollars per incident; and

- ii. in aggregate, the greater of:
 - 1. ten thousand (\$10,000) Australian Dollars per incident; and
 - 2. the amount of total fees paid by the Registrant to the Company during the (6) months prior to the date that any claim for liability is made; and
- (b) the Registrant's liability to the Company, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, arising out of or in connection with this Agreement shall be limited to, for the term of this Agreement:
 - i. ten thousand (\$10,000) Australian Dollars per incident, and
 - ii. a maximum aggregate amount of thirty thousand (\$30,000) Australian Dollars.

17. Intellectual Property

- 17.1. No intellectual property in the I-REC Registry, any I-REC documentation, the I-REC website or the Company's website shall (either wholly or partially) be transferred to the Registrant under or pursuant to this Agreement.
- 17.2. As at the Effective Date, the Registrant holds a non-exclusive, non-transferable licence to use the I-REC Registry, its associated website, and I-REC documentation solely to enable the Registrant to enjoy Issuing Services.
- 17.3. Neither party shall do or omit to do, or authorise any third party to do, or omit to do, any act which is inconsistent with the rights, ownership or use (as the case may be) of intellectual property of the other party or any third party.
- 17.4. For the purpose of this Agreement, "intellectual property" means:
 - (a) patents, utility models, supplementary protection certificates, petty patents, rights in trade secrets and other confidential or undisclosed information (such as inventions (whether patentable or not) or know-how), plant variety rights, registered designs, rights in copyright (including authors' and neighbouring or related rights), database rights, design rights, trademarks and service marks; and
 - (b) all registrations or applications to register any of the items referred to in paragraph (a); and
 - (c) all rights in the nature of any of the items referred to in paragraphs (a) or (b) including continuations and divisional applications, reputation, personality or image, trade names, business names, brand names, logos, domain names and URLs, rights in unfair competition and, without prejudice to anything set out elsewhere in this definition, rights to sue for passing off and all rights having equivalent or similar effect to, and the right to apply for any of, the rights referred to in this definition in any jurisdiction.

18. Confidentiality

- 18.1. Information about individuals and organisations held within the I-REC Registry is held confidentially and will only be used by the Company to provide the Issuing Services in accordance with the I-REC Code and its Subsidiary Documents.
- 18.2. Any information regarding the Company or Registrant of commercial or sensitive nature as per the Company's or Registrant's (as applicable) reasonable understanding shall be treated as confidential information by both parties and may only be disclosed under applicable law, government or parliamentary guideline (whether having effect in law or not) or official decision.
- 18.3. The Company has the right to verify personal data provided by the Registrant in order to comply with international anti-fraud standards. This may include the disclosure of personal information to the relevant national and international authorities, to the extent done in accordance with applicable law and having obtained the Registrant's prior written consent (where such consent is not restricted by any applicable law).
- 18.4. Each party must comply with all applicable law in respect of any personal information that is disclosed under this Agreement.

19. Tax

- 19.1. In this clause 19, all terms that are defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause 19. In addition, in this clause 19:

Term	Meaning
agreement Price	the consideration to be provided under this agreement for the Supply (other than under this clause 19).
Recipient	the party that receives the Supply from the Supplier.
Supplier	the party that provides the Supply to the Recipient and includes the representative member of the GST group if the Supplier is a member of a GST group.
Supply	any supply to the Recipient by the Supplier pursuant to this agreement. However, if the GST law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply will be attributable, such part of the supply will be treated as a separate supply for the purposes of this clause 19.

19.2. Notwithstanding any other provision in this agreement, if the Supplier is or becomes liable to pay GST in connection with any Supply:

- (a) the Recipient must pay to the Supplier, in addition to the agreement Price, an additional amount equal to the amount of that GST;
- (b) the Recipient must pay the agreement Price plus the additional amount on account of GST within 14 days of receiving a tax invoice from the Supplier for that Supply or as otherwise provided in this agreement;
- (c) if the GST payable in relation to a Supply made under or in connection with this agreement varies from the additional amount paid or payable by the Recipient under clause (a) such that a further amount of GST is payable in relation to the Supply or a refund or credit of GST is obtained in relation to the Supply, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this paragraph is deemed to be a payment, credit or refund of the additional amount payable under clause (a). If an adjustment event occurs in relation to a Supply, the Supplier must issue an adjustment note to the Recipient in relation to that Supply within 14 days after becoming aware of the adjustment; and
- (d) where a party reimburses the other party for an expense or other amount incurred in connection with any wholly or partly creditable acquisition or any wholly or partly creditable importation made by that other party, the amount reimbursed must be net of any input tax credit claimable in respect of that acquisition or importation.

20. Governing Law

20.1. This agreement is governed by the law applying in New South Wales.

20.2. Each party irrevocably:

- (a) submits to the exclusive jurisdiction of the courts of New South Wales and the courts competent to determine appeals from those courts with respect to any proceedings that may be brought at any time relating to this agreement; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings relating to this agreement and any Claim it may now or in the future have that any proceedings relating to this agreement have been brought in an inconvenient forum if that venue falls within clause 20.2(a).

21. Dispute resolution - Negotiation

21.1. Any dispute, controversy or claim arising out of, in connection with or relating to this agreement or the breach, termination or claimed invalidity of this agreement, whether based on contract, tort, statute, regulation, equity or otherwise (**Dispute**) must be dealt with in accordance with this clause 21 except in respect of any failure to perform an obligation under this Agreement, which may only be referred to dispute resolution under clauses 21 and 22 if such failure has not been rectified within 3 business days of a Default Notice.

21.2. First, the party claiming the Dispute must give a Notice to the other party setting out particulars of the Dispute (**Dispute Notice**).

Second, the Dispute must be referred to senior representatives of each party or their nominee or delegate, who must meet within 10 business days of receipt by a party of a Dispute Notice with a view to resolving the Dispute in good faith.

Any agreement under clause 21 regarding the resolution of the Dispute must be recorded in writing.

- 21.3. If for any reason (including the non-occurrence of a meeting between senior representatives of the parties) within 30 business days after service of the Dispute Notice either the Dispute has not been resolved then either party may refer the dispute to an Independent Expert pursuant to clause 22.
- 21.4. Where the Registrant disputes any amount included in a tax invoice, then prior to referring the dispute to nominated senior representatives pursuant to clause 21.2 the Registrant may, prior to the Due Date, request the Company to provide it with such further information reasonably necessary to enable the parties to resolve the dispute. The Company must provide such information to the Registrant within 5 business days after receiving the Registrant's request. If the information provided by the Company under this clause 21.4 does not resolve the dispute, the process set out in clauses 21.2 to 21.3 will apply.

22. Dispute Resolution – Independent Expert

- 22.1. If the parties are unable to reach a resolution pursuant to clause 21 or the parties otherwise agree to refer the Dispute to an Independent Expert the parties must appoint an independent expert to which the Dispute will be referred (**Independent Expert**) either:
- (a) by mutual agreement within 5 business days of a Notice referring a Dispute to an Independent Expert being given (or such longer period as the parties may agree); or
 - (b) failing agreement to appoint an Independent Expert within the period specified in clause (a), either party may request the Resolution Institute (ACN 008 651 232) or its successors to appoint an Independent Expert to which the Dispute will be referred, which appointment must be made within 15 business days of the request being made.
- 22.2. The Independent Expert appointed under clause 22.1 must:
- (a) have reasonable qualifications, and commercial and practical experience, in the area of the dispute;
 - (b) have no interest or duty which conflicts or may conflict with his/her function as an Independent Expert, and the Independent Expert will be required to fully disclose any such interest or duty before his/her appointment; and
 - (c) not be an employee or former employee of any of the parties or any of their Related Bodies Corporate.
- 22.3. If the Resolution Institute is unwilling or unable to appoint an Independent Expert within the period specified in clause 22.1(b), the Dispute will not be referred to an Independent Expert, and either party may commence proceedings in a court in New South Wales.

- 22.4. The parties must make their submissions to the Independent Expert within 20 business days of the Independent Expert's appointment.
- 22.5. The Independent Expert will inform the parties of its decision in writing and its reasons for its decision within 15 business days of the closing of submissions made to it by the parties.
- 22.6. The Independent Expert will act as an expert and not as an arbitrator.
- 22.7. In the absence of fraud or manifest error, each party agrees that any decision or award made by an Independent Expert pursuant to this clause 22 will be final and binding.
- 22.8. Each party must bear its own costs incurred in the preparation and presentation of any submissions, documents and information to the Independent Expert.
- 22.9. The parties agree that the fees and expenses of the Independent Expert will be borne as follows:
- (a) if the expert determines the relevant Dispute 100% in favour of one party, those fees and expenses will be borne 100% by the other party; or
 - (b) if the expert does not determine the relevant Dispute 100% in favour of one party, those fees and expenses will be borne:
 - (i) equally between the parties unless clause 22.9(a)a(ii) applies; or
 - (ii) as directed by the expert after taking into account each party's relative success or failure in making their respective claims the subject of the relevant Dispute.

23. Interlocutory relief and ongoing obligations

- 23.1. Nothing in clauses 21 or 22 prevents any party from seeking urgent interlocutory or declaratory relief from a court of competent jurisdiction where, in that party's reasonable opinion, that action is necessary to protect that party's rights.
- 23.2. Pending the resolution or determination of a Dispute (including a payment dispute), the parties must continue to perform their respective obligations under this agreement.

24. Counterparts

- 24.1. This Agreement may be executed in one or more parts by the parties on separate counterpart or facsimile copies each of which when so executed by any party shall be an original but all executed counterpart or facsimile copies shall together when delivered constitute but one agreement. This Agreement shall not be completed delivered or dated until each party has received counterpart or facsimile copies validly executed by all other parties.

25. Cumulative Remedies

- 25.1. Any remedy or right conferred upon any party for breach of this Agreement shall be in addition to and without prejudice to all other rights and remedies available to it.

26. Further Assurance

26.1. Each party agrees to execute, acknowledge and deliver such further instruments, and do all further similar acts, as may be necessary or appropriate to carry out the purposes and intent of this Agreement.

27. Severance and Invalidity

27.1. If any provision of this Agreement is held by a court or other competent authority to be unlawful, void or unenforceable, it shall be deemed to be deleted from this Agreement and shall be of no force and effect and this Agreement shall remain in full force and effect as if such provision had not originally been contained in this Agreement. In the event of any such delegation the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision deleted.

28. Acceptance

Signed in acceptance of the above terms and conditions of business

For and on behalf of the Company by its authorised representative:

Signature:

Name:

.....

Position:

.....

Date:

.....

For and on behalf of the Registrant by its authorised representative:

Signature:

Name (printed):

.....

Position:

.....

Date:

.....

A. Communication Details

Every notice, request, demand or other communication to the Company shall be made in writing by registered mail or e-mail, to the address and marked for the attention of the person(s) set out below:

Name:	Oakley Greenwood Pty Ltd
Address:	142 Griffith Road
Postal Code:	4020

City	Newport
Country	Australia
Phone number	+61 7 3263 7612
E-mail address	IREC@oakleygreenwood.com.au
Fax number	+61 7 3112 5068

Every notice, request, demand or other communication to the Registrant shall be made in writing by registered mail or facsimile transmission or e-mail, to the address or facsimile number and marked for the attention of the person(s) set out below:

Name:	
Address:	
Postal Code:	
City	
Country	
Phone number	
E-mail address	
Fax number	