

Originate Program

TERMS & CONDITIONS OF APPLICATION AND PARTICIPATION

When you submit your application form to participate in the Originate program (**Program**), you agree to the matters set out in the FAQ section and the following terms and conditions (**Terms and Conditions**) in relation to your application for, and if selected, participation in, the Program.

SECTION ONE – CONDITIONS OF APPLICATION

Eligibility Criteria

In order to be eligible to apply for the Program your startup must:

- Be incorporated (in any country), and provide proof of that registration, if requested;
- Have raised funds equivalent to Seed or early Series A;
- Have at least three full-time employees or the equivalent thereof across full and part-time employees (consultants and other contractors do not qualify as employees or the equivalent of employees).

Application Submission

Your application must be submitted electronically via the application form at www.originate.org.au or www.originate.net.au. Origin will not accept any applications submitted via email or by mail.

Your application must include

- A short-written description of your idea in 300 words or less;
- A short pitch deck (5MB or less) outlining your idea, the problem it is trying to solve, some information on your company and growth plans; and
- A short video telling us about your idea and why you want to work with Origin.

Ownership of Applications

All applications become the property of Origin upon submission.

Repeat Applications

Where you have already submitted an application or participated in the Program or both, you may submit a further application. Origin will only review a further application where there has been a material change from the earlier submission (as determined by Origin in its absolute discretion). For example, your application concerns an entirely new idea or an entirely new application of a previous idea.

Selection in the Program

Applications meeting the eligibility criteria outlined in these Terms and Conditions will be reviewed for potential participation in the Program.

Origin will contact startups if more information or clarifications are needed about their application materials at any stage during the selection process.

The number of selected startups will be at the discretion of the Origin.

Selection Criteria and Evaluation

The criteria used by Origin to select startups is decided by us in our discretion, but is likely to include our assessment of your:

- Team – credible team willing to collaborate with Origin and dedicate resources as required should you be successful;
- Leadership – strong leaders throughout the team who can articulate what they do and what sets you apart from your competitors;
- Solution – clearly innovative or disruptive; differentiated from existing solutions; scalable; exhibits sustainable competitive advantage potential;

- Pilot readiness – we want to work with startups that have more than a concept but are not so mature that they are unable to be flexible with how they work with Origin;
- Market potential – applicability across multiple customer segments and potentially geographies

Notification

You will be advised in writing of any decision made with respect to your application. We are not obliged to provide reasons for acceptance or rejection of your application.

Costs of Application

You participate in this application process at your sole risk and expense. You will bear all costs of and incidental to the preparation of your application and participation in the application process.

Conflict of Interest

Unless you notify us otherwise, you will be taken to have considered and agreed that to the best of your knowledge and on the basis of reasonable inquiries, you do not have any actual, potential or perceived conflict of interest in relation to your application or your participation in the Program.

If you fail to notify us, or you are unable or unwilling to resolve the conflict as required by us, your application may be excluded from further consideration.

An existing commercial or legal relationship with Origin is not a conflict of interest but we request you include details of the relationship in your application.

Your Application Information

Any information that you provide to us will be kept private and used only for the following **Agreed Purposes**:

- applying to participate in the Program;
- allowing us to consider your application;
- your participation in the Program

Origin may be required to use or disclose your information for another purpose by rule or law or by regulation of a Stock Exchange which has authority over Origin.

You acknowledge that Origin may disclose your information to its respective directors, employees and advisors for the Agreed Purposes.

Should Origin select you to participate in the Program, Origin will consult with you as to whether a confidentiality agreement or a non-disclosure agreement would be required should discussions progress beyond this application process and participation in the Program.

Intellectual Property Rights

You grant Origin and its sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display the application and the content of the application for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.

You acknowledge that the management and protection of your intellectual property is your sole responsibility, both during the application phase and if selected as a Participant, during your participation in the Program.

Misleading Claims, Improper Assistance and Anti-Competitive Conduct

In preparing your application and participating in the selection process you must not:

- make any false or misleading claims, statements or other representations;
- engage in any collusion, anti-competitive conduct or any other similar conduct with any other person;
- use the improper assistance of any Origin employee, or any improperly obtained information; and

- violate any applicable laws regarding the offering of inducements.

Origin Rights

Origin reserves the right at any time and for any reason to do any of the following:

- suspend, vary, amend or cease to proceed with the Program selection process or Program;
- vary or amend the application form or evaluation criteria;
- consider and accept or reject any application that is non-conforming;
- vary or extend any time or date relevant to the selection process or Program;
- call for new applications;
- terminate participation in the selection process by any person;
- allow any applicant to change its application;
- publish or disclose your company name whether successful or unsuccessful; or
- take such other action that we at our discretion consider to be appropriate.

Any time or date in these Terms and Conditions is for our sole convenience and does not create an obligation on us to take any action by such time or date.

Privacy

Origin collects personal information in order to select Participants and conduct the Program and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors and service providers (and also to government agencies where required or authorised by law).

Your application is conditional on providing this information and applications may be invalid if all of the personal information requested in the application form is not provided. You must notify each third party whose personal information you provide to Origin of the matters contained in this Privacy condition, prior to providing the information.

Origin will only use the personal information collected for purposes related to the Program.

More information on how information is used, handled, disclosed and how to make any request to access, update or correct information or to complain about treatment of any personal information (and how those complaints will be dealt with) can be found in Origin's Privacy policy <https://www.originenergy.com.au/content/dam/origin/global/documents/privacy-policy.pdf>.

It is your responsibility to ensure that you have the informed consent of relevant individuals to provide any personal information Origin in your application or otherwise.

SECTION TWO: CONDITIONS OF PARTICIPATION IN THE PROGRAM

Benefits for successful applicants

Participants will be able to partake in the Program. The Program itself is intended to consist of bi-monthly Executive Panels where Participants are invited to present to a panel of Origin senior Executives either in person or virtually, as advised by Origin.

Participants must pay for any expenses incurred if travel is required to participate in the Executive Panels.

During or at the end of the Program, you may receive the opportunity to engage in a pilot project and/or receive strategic investment by Origin, however Origin makes no promise that such an opportunity will be provided to you. Any commercial relationships or opportunities you are offered are subject to separate negotiations and agreements with Origin and do not form part of this Program.

Participation in the Program

If you are selected to participate in the Program your startup must:

- commit two employees to participate in the Executive Panel;
- give consent for your company name to be associated with this Program and used by Origin to promote the Program or ourselves;
- share requested information about your company and products with Origin. Confidential Information will be protected by the confidentiality undertaking in Section Two of these Terms and Conditions;
- participate in any Program evaluation requests for feedback;

Termination and variations

Origin reserves the right to terminate a Participants involvement in the Program without notice and at its sole discretion if:

- Participant breaches these Terms and Conditions; or
- if the Participant or its employees engage in inappropriate or illegal behaviour [or are disruptive to overall group cohesion].

Origin will endeavour to provide prior notice before they are terminated from the Program in all other circumstances.

Origin may also terminate or make changes to the Program, in each case for any reason at any time. Participants will be given notice of such termination or changes.

Acknowledgment and waiver

Participants acknowledge that their participation in the Program is at their sole risk. Participants may withdraw from the Program at any time.

Origin will have no liability to Participants for any loss or damage arising in connection with the application or the Program, including personal injury, property damage or economic loss (except in relation to a breach of the confidentiality undertaking in Section 1). Participants must not make a claim against Origin for any such alleged loss or damage.

SECTION THREE: DEFINITIONS AND INTERPRETATION

Definitions

Unless the context requires otherwise, the following terms have the following meaning in these Terms and Conditions:

- *Participant* means a startup who has been selected by Origin to participate in the Program.
- *Program* means Origin's Originate Program more fully described at <http://www.originate.org.au>
- *Origin* means Origin Energy Limited and includes its related bodies corporate and associates (as defined in the *Corporations Act 2001 (Cth)*) and may be described as us, we or our throughout these Terms and Conditions.
- *You* or *your* means an applicant or, after selection, a Participant.