

TRUE AUSSIE TRADE MARK TERMS AND CONDITIONS

The True Aussie trade mark is owned by MEAT & LIVESTOCK AUSTRALIA LIMITED ABN 39 081 678 364 of Level 1, 40 Mount Street, North Sydney, New South Wales, 2060, Australia, (MLA). Any rights to use the True Aussie trade mark granted by MLA is governed by this Agreement.

True Aussie 商标为澳洲肉类及畜牧业协会（简称 MLA）所有，该组织位于澳大利亚 2060 新南威尔士北悉尼蒙特街 40 号 1 楼，澳大利亚业务注册号码 39 081 678 364。经 MLA 授权使用 True Aussie 商标的任何权利需受此协议约束。

1. DEFINITIONS

In this Agreement, the following definitions apply, except where the context otherwise requires:

Agreement means an agreement between the Licensee and MLA, consisting of the Licence Application and these Terms and Conditions.

Applicable Laws and Standards means all laws, regulations, requirements, standards, or codes of conduct in a country within the Territory in relation to consumer protection, food quality, food labelling and any issues in connection with the Licensee's use of Licensed Mark and the supply of Products under this Agreement.

Approved Sub-licensee means the third party nominated under the Proposed Sub-licensee Details of the Licence Application.

Brand Standards means the guidelines, standards, instructions or requirements for or in relation to the use of the Licensed Mark or the MLA Materials prescribed by MLA from time to time including the True Aussie Brand Usage Guidelines.

Claims means any claims including actions, proceedings, arbitrations, monies, debts, dues, costs, demands, liabilities, verdicts and judgments either at or in equity or arising under the provision of any statute.

Eligible Product means "Eligible Australian Red Meat and Products" as defined in the document entitled the "True Aussie Trade Mark Licence Application Criteria and Process" available at trueaussielicence.mla.com.au

Licence Application means the application submitted by the Licensee in relation to use the Licensed Mark in a form which has been agreed to and accepted by MLA.

1. 定義:

在本协议中，除按上下文另具意义的情况外，下列词语应解释如下：

协议是指被许可方和 MLA 之间的协议，包括许可证申请以及这些条款和条件。

适用法律和标准是指在所属区域国家内被许可方按照本协议使用许可商标以及产品供应相关的关于消费者保护、食品品质、食品标签等问题的所有法律、法规、要求、标准或行为准则。

经批准的再被许可方是指许可申请中关于再被许可部分的第三方。

品牌标准是指 MLA 在任何时候提出使用许可商标或 MLA 资料，或与之有关的指南、标准、说明或要求，包括 True Aussie 品牌使用指南。

索赔是指在衡平法或任何法律条款下产生的任何索赔，包括诉讼、诉讼程序、仲裁、货币、有息负债、税费、成本、要求、责任、裁决和判决。

合格产品是指在名为“True Aussie 商标许可申请规范和流程”的文件中所定义为“符合标准的澳洲红肉及产品”，此文件可登入 trueaussielicence.mla.com.au 查询。

许可申请是指被许可方提交的关于用许可商标的申请表，该申请表由 MLA 同意并接受。

Licensed Mark means:

- (a) the True Aussie logo set forth under “Trade Mark” in the Licence Application; and
- (b) any other trade mark registrations and applications for the True Aussie logo in a country within the Territory.

Licensee means the applicant described in the Licence Application under the Applicant Details.

Licensee Trade Mark means the trade marks described under the Applicant Trade Marks section of the Licence Application.

MLA Materials means all information, material or resources made available by MLA to the Licensee during the Term of this Agreement, including graphics, artwork or design of or relating to the True Aussie trade mark and other marketing materials (such as brochures and fact sheets), whether in print (such as in the form of pre-produced stickers or labels, banner) or digital.

Product means the product described under the Product Description in the Licence Application.

Territory means each country nominated under the Territory section in the Licence Application.

2. TRADE MARK LICENCE

2.1 Non-Exclusive Grant

Subject to the Licensee complying with the terms of this Agreement, MLA grants to the Licensee separate, royalty-free, non-transferable, non-exclusive licences to use the Licensed Mark solely on the Products and in relation to the promotion and marketing of the Products in each country within the Territory during the Term and on the terms and conditions of this Agreement.

2.2 Sub-licensing

The Licensee may not sub-license its rights under clause 2.1 other than to an Approved Sub-licensee. The Licensee must procure and ensure any Approved Sub-licensee complies with the terms of this Agreement as if the Approved Sub-licensee is a party to this Agreement in the capacity of the Licensee. Notwithstanding the above, the Licensee remains bound by all provisions of this Agreement.

许可商标是指:

- (a) 许可申请中“商标”部分设定的 True Aussie 标志以及;
- (b) 在区域内的任一国家内任何关于 True Aussie 标识的商标注册和申请。

被许可方是指在许可申请中申请人部分所描述的申请人。

被许可方商标是指许可申请中申请人商标部分所描述的商标。

MLA 资料是指在本协议期间内, MLA 向被许可方提供的所有信息、材料或资源, 包括图样、美术设计、工艺品或有关 True Aussie 商标的设计和营销材料(例如手册和概况介绍), 包括印刷形式(如预制的贴纸或标签以及横幅形式)和电子形式。

产品是指许可申请中产品描述中的所描述的产品。

区域是指许可申请中区域部分所提及的每一个国家。

2. 商标许可

2.1 非独家授权

基于被许可方遵守本协议的条款, **MLA** 授予被许可方个别的、免使用费的、不可转让的、非独家许可, 在所属区域的国家内, 在本协议期间按照本协议条款和条件将许可商标仅用于产品及产品促销和营销。

2.2 再许可

被许可方不得将其于第 2.1 条规定中描述的权利再许可给未经批准的再被许可方。如若经批准的再许可方作为被许可方是本协议的一方当事人, 被许可方必须确保任何经批准的再被许可方遵守本协议的条款。尽管如此, 被许可方仍然受到本协议所有条款的约束。

2.3 Limitations on the Licensee's Rights

The Licensee acknowledges and agrees that:

- (a) its right to use the Licensed Mark is derived solely from this Agreement and is limited to the promotion, marketing and supply of the Product under the Licensed Mark within the Territory and the performance of its obligations under this Agreement;
- (b) the Licensee must not at any time supply any products under the Licensed Mark outside the Territory without the prior written consent of MLA;
- (c) any use of the Licensed Mark for or in relation to any product, transaction, business or service not included within the definition of Eligible Product (except when the Licensee has obtained MLA's prior written consent) will be deemed an unauthorised use of the Licensed Mark;
- (d) any unauthorised use of any of the Licensed Mark by or on behalf of the Licensee constitutes a breach of this Agreement and an infringement of the rights of MLA in the Licensed Mark; and
- (e) to the extent permitted by law, any powers of the Licensee conferred by legislation in a country within the Territory which are contrary to this Agreement are excluded.

2.4 Acknowledgement

The Licensee agrees that:

- (a) it must identify itself as a licensee of the Licensed Mark in the manner MLA reasonably prescribes from time to time but must not hold itself out as being entitled to bind MLA in any way; and
- (b) MLA may identify the Licensee as a licensee of the Licensed Mark.

3. USE OF LICENSED MARK AND MLA MATERIALS

3.1 Use of the Trade Mark

The Licensee must:

- (a) use the Licensed Mark in full compliance with this Agreement and the Brand Standards and must use the following symbols as appropriate: "®" (for registered trade marks) and "™" (for unregistered or pending trade marks);

2.3 被许可方权利的限制

被许可方确认并同意:

- (a) 其使用许可商标的权利仅从本协议中获得并且仅限于该协议区域范围内的许可商标产品的促销、销售和供应以及按照协议履行其义务;
- (b) 在未经 MLA 事先书面许可的情况下, 被许可方不得在任何时间在区域范围外供应任何带有许可商标的产品;
- (c) 许可商标使用于任何被定义为合格产品之外的产品、交易、业务或服务(除非被许可方事先获得 MLA 的书面同意), 均视为未经授权使用许可商标;
- (d) 被许可方或其代表未经授权使用许可商标, 即构成对本协议的违约, 以及对 MLA 所属的许可商标权的侵权;
- (e) 在法律允许范围内, 协议区域范围内的国家的法律所赋予被许可方的权利如果与本协议相冲突, 该权利应予排除。

2.4 声明

被许可方同意:

- (a) 其必须依 MLA 随时制定的方式, 表示其为许可商标的被许可方, 但不能以被赋予权利的身份去约束 MLA;
- (b) MLA 可表示被许可方作为许可商标的被许可方。

3. 许可商标以及 MLA 资料的使用

3.1 商标的使用

被许可方必须:

- (a) 完全遵守本协议和品牌标准使用许可商标, 并且必须适当使用下列符号: ® (用于注册商标) 和 "™" (未注册或申请中的商标);

- (b) where requested by MLA, include in a prominent position in all packaging, promotional, marketing, technical and point of sale materials applying the Licensed Mark, a permanent and legible statement that the Licensed Mark are used under licence from MLA; and
- (c) supervise all of its employees, contractors, agents and all Approved Sub-licensees to ensure proper use of the Licensed Mark and compliance with this Agreement.

3.2 Restriction on Use

The Licensee must not:

- (a) use in relation to the Product any trade marks other than the Licensed Mark, the Licensee Trade Mark or where applicable, a trade mark owned or licensed to an Approved Sub-licensee as indicated in the Licence Application, without MLA's prior written consent.
- (b) use the Licensed Mark either by themselves or as part of any other identification or name in relation to any products, goods or services other than the Product without MLA's prior written consent;
- (c) use any trade mark (other than the Licensed Mark) that is substantially identical with or deceptively similar to any of the Licensed Mark or the translation, literal or semantic transliteration or phonetic equivalent of the Licensed Mark in the local language of a country;
- (d) use, apply for, register or renew any company name, business name, trading name, trade mark, domain name or similar containing words comprised in the Licensed Mark;
- (e) to the extent permitted by law, challenge or do anything that will prejudice MLA's ownership or the registrability or validity of the Licensed Mark; and
- (f) do or omit to do anything that prejudices the goodwill associated with the Licensed Mark.

- (b) 在 MLA 的要求下，在所有使用许可商标的包装、促销、营销、技术和销售材料上的显着位置，列出一份永久而清晰的声明表示经 MLA 的许可下使用许可商标；
- (c) 监督其所有员工、承包商、代理商和所有经批准的再被许可方，以确保其合理使用许可商标以及遵守本协议。

3.2 使用限制

被许可方不得：

- (a) 在未经 MLA 事先书面同意下，将除许可商标、被许可方商标或许可申请中所指明的经批准的再被许可方所有的或被许可的商标之外的任何商标用于本协议之产品；
- (b) 在未经 MLA 事先书面同意下，单独或联同其他标签一起使用许可商标于本产品之外的任何其他产品、商品或服务；
- (c) 使用任何与许可商标实质相同或故意近似的任何商标，或与许可商标在某一国家当地语言方面从字形、语义或语音方面实质相同或有意相似的任何商标或其翻译(除许可商标以外)；
- (d) 使用、申请、注册或更新任何公司名称、商业名称、交易名称、商标、域名或类似许可商标中所包含的词汇；
- (e) 在法律许可的范围内，挑战或者做任何损害 MLA 的所有权或者许可商标的注册性或者有效性的事情；
- (f) 有任何有损于许可商标相关信誉的作为或不作为。

3.3 Manner of Use

MLA is entitled to control the manner in which the Licensee uses the Licensed Mark. All written material or broadcasts or other communications relating to Product bearing the Licensed Mark prepared by the Licensee for dissemination to the public, including advertisements and leaflets, must be in full compliance with the Brand Standards. Upon the request of MLA, the Licensee must submit samples of such materials to MLA. If MLA objects to the manner in which the Licensee is using or allowing the Licensed Mark to be used, MLA will notify the Licensee and the Licensee agrees promptly to remedy the situation to MLA's satisfaction.

3.4 Provision of MLA Materials

MLA may, at its discretion, make available to the Licensee MLA Materials free of charge from time to time. The Licensee must not modify, adapt or create derivative works of the MLA Materials, in whole or in part without the prior written consent of MLA other than inserting the Licensee Trade Marks in such MLA Materials. The Licensee may only reproduce the MLA Materials by the Licensee and any Approved Sub-licensees on or in relation to the Products. All use of the MLA Materials must be in full compliance with the Brand Standards.

4. INTELLECTUAL PROPERTY

4.1 Title

The Licensee acknowledges that MLA is the owner of the Licensed Mark and the MLA Materials and that it does not acquire any right, title or interest in the Licensed Mark or the MLA Materials by virtue of this Agreement other than the rights expressly set out in this Agreement.

4.2 Prosecution, Maintenance, Enforcement, and Defence of Licensed Mark

MLA will have the sole discretion with respect to the protection, maintenance, enforcement and defence of the Licensed Mark in the Territory but is not obligated to do so. The Licensee must, at MLA's expense, assist MLA and execute any and all other instruments and documents which, in the opinion of MLA, are reasonably necessary or advisable to protect, maintain, enforce and defend the Licensed Mark or to give effect to this Agreement.

3.3 使用方式

MLA 有权管理被许可方使用许可商标的方式。任何由被许可方准备用于向公众传播的带有许可商标的与产品有关的书面材料、广播或其他通讯渠道，包括广告和传单，必须完全符合品牌标准。在 MLA 的要求下，被许可方必须向 MLA 提交此类材料的样本。如果 MLA 反对被许可方使用或允许许可商标被使用的方式，MLA 将告知被许可方，而被许可方需同意迅速将该情况补救至符合 MLA 的要求为止。

3.4 MLA 资料的供应

MLA 可以自行决定随时向被许可方免费供应 MLA 的资料。在未经 MLA 事先的书面同意，被许可方不得修改或改编 MLA 资料或使用任何 MLA 资料制作衍生品，除非在此类 MLA 资料中插入被许可方商标。被许可方只能由自己和任何经批准的再被许可方复制产品的或产品相关的 MLA 资料。所有对 MLA 资料的使用必须完全符合品牌标准。

4. 知识产权

4.1 所有权

被许可方承认 MLA 是许可商标以及 MLA 资料的所有者，除本协议中明确规定的权利之外，不得凭借此协议去获取许可商标或 MLA 资料的任何权利、权益或利益。

4.2 对许可商标的获权、维护、维权和防御

MLA 将全权负责但无义务去保护、维护、执行和辩护在区域范围内的许可商标。被许可方必须协助 MLA 执行及并签署所有 MLA 认为合理或所需关于许可商标的保护、维护、维权和防御的措施与文件，费用由 MLA 承担。

4.3 Goodwill

The Licensee acknowledges that any goodwill relating to and generated by the Licensee's use of the Licensed Mark will inure for the benefit of MLA.

4.4 Copyright

To the extent the Licensed Mark or any MLA Materials is incorporated in any promotional, advertising or other materials created by or on behalf of the Licensee, the Licensee acknowledges and agrees that MLA remains to be the owner of the copyright of the Licensed Mark and any such incorporated MLA Materials. MLA does not claim ownership of copyright in any Licensee Trade Marks or trademarks of any Approved Sub-licensee incorporated in such promotional, advertising or other materials.

4.5 Infringement Claims by Third Party

In the event the Licensee is aware of any claim or threatened claim that use of the Licensed Mark in relation to the Product in the Territory infringes the rights of any third party, the Licensee must promptly advise MLA in writing providing reasonable details, MLA may, at its discretion, terminate this Agreement upon immediate written notice to the Licensee without liability to the Licensee.

4.6 Enforcement

The Licensee agrees and acknowledges that:

- (a) MLA will be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the Licensee or Approved Sub-licensee of this Agreement, in addition to any other remedies available to MLA at law or in equity;
- (b) MLA may seek specific performance or injunctive relief in the courts of the country where the Licensee or Approved Sub-licensee is using the Licensed Mark under this Agreement and the parties submit to the jurisdiction of the courts of such country for any such action; and
- (c) for any proceedings brought by MLA under this clause 4.6, this Agreement is governed by the laws of the country where MLA brought proceedings.

4.3 商誉

被许可方承诺任何因被许可方使用许可商标而产生或与之相关的商誉，都将有助于 MLA 的利益。

4.4 版权

若被许可方或其代表将许可商标或任何 MLA 资料用于任何其生产的促销、广告或其他材料上，被许可方需承认并同意许可商标及其他任何此类改编的 MLA 资料的版权归 MLA 所有。MLA 不会要求拥有此类再编的 MLA 资料中任何被许可方商标或任何经授权的再被许可方商标的所有权。

4.5 第三方的侵权索赔

若被许可方发现在区域范围内由于对产品使用许可商标而造成对第三方权利的侵犯，导致或可能导致第三方索赔，被许可方必须立即书面向 MLA 提供合理细节，MLA 在立即向被许可方发出书面通知后，可单方决定终止本协议，并不对被许可方承担任何责任。

4.6 执行

被许可方同意并承认：

- (a) 若本协议的被许可方或经批准的再被许可方有任何违约或可能违约行为，除根据法律或衡平法 MLA 可获得的补救措施外，MLA 还将有权获得强制执行或禁止令(适当的)补救措施；
- (b) MLA 可以向根据本协议被许可方或经批准的再被许可方使用许可商标的该国家法院申请强制执行或禁制令，并且各方需服从该国家法院的管辖，并接受此类裁决；
- (c) 根据第 4.6 条规定 MLA 所提出的任何诉讼程序，本协议受 MLA 提起诉讼所在地国家法律管辖。

5. QUALITY CONTROL

5.1 Quality Control

The Licensee, when providing or offering to provide the Product in connection with the Licensed Mark:

- (a) must do so to the highest possible standards and comply with all Applicable Laws and Standards in each country within the Territory;
- (b) must observe the Brand Standards; and
- (c) must not offer or supply any Products that are non-Eligible Products or would otherwise be detrimental to the good name and reputation of MLA.

5.2 Inspections and Audits

The Licensee must upon thirty (30) days' notice, give access or obtain the rights for MLA or its representative or a third party to access during normal business hours the premises at which the Product is manufactured, processed or supplied to enable MLA to examine and to verify that the Licensee is complying with this Agreement.

6. TERM AND TERMINATION

6.1 Term

The Term of this Agreement commences on the Commencement Date and continues for twelve (12) months unless it is terminated earlier in accordance with its terms.

6.2 Termination

This Agreement may be terminated by either party:

- (a) at any time by giving thirty (30) days' written notice to the other party; and
- (b) by immediate written notice to the other party if the other party is in breach (other than a trivial breach causing no material harm) of any provision of this Agreement and, where the breach is capable of remedy, the party in breach has failed to remedy the breach within thirty (30) days of receipt of written notice from the other party describing the breach and calling for it to be remedied.

5. 品质管理

5.1 品质管理

被许可方在提供或许诺提供与许可商标有关的产品时:

- (a) 必须达到可达到范围内的最高标准, 并遵所属区域每个国家的所有适用的法律和标准;
- (b) 必须遵守品牌标准;
- (c) 不得许诺或提供任何不合格或有损 MLA 良好声誉和名誉的产品。

5.2 检验和审查

被许可方在收到三十(30)天期限的通知时, 必须准许或使 MLA 或其代表或第三方在正常办公时间有权访问产品生产、加工或供应的生产经营场所, 使得 MLA 能够审核被许可方是否遵守本协议。

6. 期限和终止

6.1 期限

本协议的期限自生效日起, 持续时间为十二(12)个月, 除非按本协议条款提前终止。

6.2 终止

本协议可由任何一方终止:

- (a) 一方向对方在三十(30)天前发出书面通知终止协议;
- (b) 若一方违反(除未造成实质伤害的轻微违约外)本协议的任一条款, 并且当此违约行为可以被补救, 但该违反方未能在收到告知其违约行为并要求其采取补救措施的书面通知后三十(30)内未能成功补救时, 另一方可立即发送书面通知, 要求终止协议。

6.3 Termination for Insolvency or Change in Control

In addition to clause 4.5, MLA may terminate this Agreement immediately by giving written notice to the Licensee if the Licensee goes into liquidation, appoints a receiver or administrator, or otherwise commits an act of bankruptcy or if there is a change in control in the Licensee, unless such change in control is approved by MLA in writing, which approval must not be unreasonably withheld.

6.4 Consequences of Termination

Upon termination or expiry of this Agreement for any reason, the Licensee must:

- (a) unless otherwise notified in writing by MLA, immediately cease all use of the Licensed Mark, the MLA Materials and any confidential information of MLA;
- (b) not use any trade marks identical with or deceptively similar to the Licensed Mark;
- (c) unless otherwise notified in writing by MLA, promptly at the option of MLA and as applicable, deliver up to MLA or destroy all MLA Material, confidential information of MLA and any signs, advertising, promotional or display materials in digital or printed form featuring or referring to the Licensed Mark; and
- (d) cease to hold itself out as being associated with MLA in any way.

6.5 Survival of Provisions

Termination or expiry of this Agreement for any reason does not affect any right or remedy that has accrued prior to termination or the provisions of clauses 3.2 (Restriction on Use), 4.1 (Title), 4.3 (Goodwill), 4.4 (Copyright), 6.4 (Consequences of Termination) to 6.5 (Survival of Provisions) and 8 (Confidential Information) to 11 (General) (inclusive).

6.3 因破产或控制权变更的终止

除第 4.5 条规定之外，当发生以下情况时，MLA 可书面通知被许可方立即终止本协议，若被许可方倒闭清算，指定接管人或管理者，或申请破产，或如果被许可方发生控制权变更，除非这种控制权变更经过 MLA 书面批准，该批准不得被非合理保留。

6.4 终止后果

因任何原因导致本协议的终止或届满，被许可方必须：

- (a) 即时停止一切使用许可商标、MLA 资料及 MLA 任何保密资料的行为(除非接获 MLA 书面另行通知)；
- (b) 不得使用任何与许可商标相同或故意近似的商标；
- (c) 迅速按照 MLA 的意愿，移交至 MLA 或销毁所有 MLA 资料、保密资料以及任何带有或关于被许可商标的数码或印刷形式的任何标志、广告、促销或展示材料(除非接获 MLA 书面另行通知)；
- (d) 停止表示与 MLA 有任何关联。

6.5 协议条款效力持续

由于任何原因而导致本协议的终止或届满，不影响发生在协议终止前的任何权利或补救措施，或第 3.2 条规定 (使用限制)、第 4.1 条规定(权利)、第 4.3 条规定(商誉)、第 4.4 条规定(版权)、第 6.4 条规定(终止后果)到第 6.5 条规定(协议条款效力持续)及第 8 条规定(保密资料)到第 11 条规定(总则)的效力。

7. INSURANCE

The Licensee must take out and maintain during the Term a comprehensive public and product liability policy to cover all sums which it may become legally liable to pay as compensation consequent upon death of, or bodily injury (including disease or illness) to, any person; or loss of, or damage to, property arising out of or in connection with this Agreement or the promotion and supply of the Products. The Licensee must produce to MLA evidence of such insurance promptly upon request.

8. CONFIDENTIAL INFORMATION

8.1 Permitted Use and Disclosure

To the extent a party provides information of a confidential nature to the other party, each party must take all action necessary to maintain the confidential nature of the confidential information of the other party. Each party may use the confidential information of the other party to the extent that such use is necessary for that party's performance of its obligations under this Agreement, its internal business operations, or to the extent required by applicable law or legal process.

9. WARRANTIES

9.1 Mutual Warranties

Each party warrants that as at the Commencement Date, it has the power and authority to enter into and perform its obligations under this Agreement and that the execution of this Agreement by it has been duly and validly authorised by all necessary corporate action.

9.2 MLA's Warranties

MLA warrants that as at the Commencement Date it is the owner of the Licensed Mark but does not otherwise warrant that the Licensed Mark are or will be valid, will not be capable of rectification or cancellation, or will not infringe the intellectual property or other rights of third parties.

9.3 Licensee's Warranties

The Licensee warrants and represents that:

- (a) it has the resources, skills, knowledge and abilities necessary to perform its obligations under this Agreement;
- (b) all Products on which the Licensed Mark is applied are Eligible Products; and

7. 保险

被许可方必须在协议期间投保并维持一项综合公共和产品责任保险，该保险能够承担所有因本协议或与协议相关、或促销及供应本协议之产品而造成个人的死亡或身体伤害(包括疾病)或者财产损失进行赔偿责任。被许可方应要求必须立即向 MLA 提供此类保险的依据。

8. 保密信息

8.1 获准使用和披露

本协议任何一方向对方提供保密性质的信息时，双方均必须采取一切必要行为，以保证对方保密资料的保密性质。本协议任何一方可以在按照本协议履行其义务、保证其内部业务运作或适用法律或法律程序所要求的范围内，使用对方的保密信息。

9. 保证条款

9.1 共同保证

本协议任何一方需保证自协议生效日起，其有权利和授权达成和履行本协议义务，并且其对协议的签署是经所有必要的公司决议恰当与有效授权。

9.2 MLA 的保证

MLA 保证自协议生效日起，其是许可商标的所有者但不另行保证许可商标是或将有效，不保证其将无法修正或撤销，其将不侵犯第三方的知识产权或其他权利。

9.3 被许可方的保证

被许可方保证并表示：

- (a) 其具备履行本协议义务所必需的资源、技能、知识和能力；
- (b) 所有使用许可商标的产品都是合格产品；

(c) it will comply with this Agreement, all Applicable Laws and Standards, in its promotion, marketing and supply of the Products.

10. LIABILITIES AND INDEMNITIES

10.1 Exclusion

Nothing in this Agreement excludes, restricts or modifies the application of any legislation which by law cannot be excluded, restricted or modified. Subject to this provision, all representations, warranties, guarantees, terms and conditions which would otherwise be implied in this Agreement are hereby excluded.

10.2 Consequential Loss

MLA will not be liable to the Licensee for any special, indirect or consequential loss or damage, loss of profit, loss of data or loss of business opportunity, suffered in connection with or arising out of this Agreement, whether at common law, under tort (including negligence), in equity, pursuant to statute or otherwise.

10.3 Acknowledgement

Each party acknowledges that the other party would be irreparably harmed by a breach or threatened breach of its obligations contained in clauses 3 (Use of Trade Mark) and 8 (Confidential Information) and that monetary damages would be insufficient to remedy such actual or threatened breach.

10.4 Licensee's Indemnity

The Licensee indemnifies MLA, its officers, employees, consultants and agents from and against all Claims (including those brought by third parties) which may be brought against it or them, whether on their own or jointly with the Licensee, in respect of any loss, death, injury, illness or damage (whether personal or property or otherwise) arising out of:

- (a) a breach of the Licensee's warranties or obligations contained in this Agreement; or
- (b) the promotion, marketing or supply of Product by or on behalf of the Licensee (including by any Approved Sub-Licensee),

and from and against all damages, reasonable costs and expense including reasonable attorney's fees incurred in satisfying, defending or settling any such Claim.

(c) 其将在产品的推广、销售和供应方面遵守本协议、所有适用法律和标准。

10. 责任和赔偿

10.1 免责

本协议中的任何条文均不排除、限制或修改任何依据法律不得被排除、限制或修改的法律的应用。除违反这条款的情形外，本协议中所暗示的所有陈述、担保、保障、条款和条件均予以排除及免责。

10.2 间接损失

因由本协议造成或间接造成的任何特殊的、间接的损失或损害、利润损失、数据丢失或商业机会损失，无论依据普通法、侵权法(包括过失)，依衡平法，成文法或其他法律，MLA 不对被许可方承担责任。

10.3 声明

本协议任一方均承诺，违反或可能违反第 3 条(商标的使用)和第 8 条(保密资料)所述的义务而造成对方遭受不可弥补的损害，并且金钱损害赔偿不足以弥补这一实际或可能的违约行为造成的后果。

10.4 被许可方的赔偿

被许可方保护 MLA，包括其管理者、员工、顾问和代理人，免受所有可能以单独形式或和被许可方共同针对 MLA 关于任何损失、死亡、受伤、疾病或破坏的索赔(包括来自第三方的索赔)(无论是个人或财产或其他方面)，此类索赔：

- (a) 因违反本协议规定的被许可方的担保或者义务而引起的；
- (b) 因被许可方或其代表(包括被批准的再被许可方)的促销、销售或产品供应引起的，

并且免受所有损害赔偿、合理费用和花销包括含满足、对抗或和解任何索赔在内的合理的律师费用。

11. GENERAL

11.1 Amendment

MLA reserves the right to amend those Terms and Conditions at any time at its discretion. Any amendments will be published and available on our website and notified to the Licensee by email or other means. If any amendments to these Terms and Conditions are unacceptable to the Licensee, the Licensee may terminate this Agreement in accordance with clause 6.2 above. Continued use of the Licensed Mark will constitute the Licensee's acceptance of any amendments to the Agreement. If the amendment potentially affects the eligibility of the Products, MLA will request the Licensee to submit a new Licence Application based on the amended Agreement.

11.2 No Assignment

The Licensee may not assign or transfer the rights or obligations under this Agreement unless with MLA's express prior consent.

11.3 No Waiver

Any delay or failure by us in enforcing our rights under this Agreement is not to be construed as a waiver of those rights.

11.4 No Partnership or Agency

This Agreement does not constitute any party the agent of another or imply that the parties intend constituting a partnership, joint venture or other form of association in which any party may be liable for the acts or omissions of another. No party has authority to pledge the credit of the other party.

11.5 Further Assurances

Each party agrees, at its own expense, on the request of the other party, to do everything reasonably necessary to give effect to this Agreement and the transactions contemplated by it, including the execution of documents.

11.6 Entire Agreement

This Agreement contains the entire agreement of the parties with respect to its subject matter. It sets out the only conduct relied on by the parties and supersedes all earlier conduct by and agreements between the parties with respect to its subject matter.

11. 总则

11.1 修改

MLA 保留在任何时间自行修改这些条款和条件的权利。任何修改都将在我们的网站上公布以供查询，亦会用电邮或其他方式通知被许可方。如果被许可方不能接受对这些条款的任何修改，被许可方可以根据上面的第 6.2 条规定终止本协议。许可商标的继续使用将构成被许可方接受本协议的修改。如果修改可能影响产品的合格性，MLA 将要求被许可方根据修改后的协议提交一份新的许可申请。

11.2 不可转让

除非经 MLA 事先同意，被许可方不得转让或转移本协议所述的权利或义务。

11.3 不弃权条款

本协议任一方未能行使或者未能及时行使本协议规定的任何权利，不应视为对这些权利的放弃。

11.4 无合伙或代理关系

本协议不构成任一方为他方的代理人，或暗示双方有意组成合夥、合资或其他形式的联合体，而任一方对他方的作为或不作为不负有责任。任一方都无权假借对方的名义作任何事。

11.5 进一步担保

本协议任一方应对方要求，需合理地尽己所能，履行本协议及其所产生的交易，包括文件的签署，费用自行承担。

11.6 完整协议

本协议涵盖关于本协议主旨的完整协议。它是合约方执行权利的惟一准则，任何合约方在此协议之前做出的行为及其约定内容应作废。

11.7 Translation

This agreement may be translated to a language other than the English language and the English version alone will prevail in the event of inconsistency.

11.8 General Interpretation Principles

The following rules of interpretation apply unless the context requires otherwise:

- (a) The word “including” and similar expressions are not words of limitation.
- (b) This document or any part of it is not to be construed against a party because that party drafted or proposed it.

11.9 Severance

If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from such provision which shall be deemed deleted.

11.10 Notices

All notices under this Agreement must be in writing and sent by email or via the Licensee's online account.

11.11 Dispute Resolution

If a dispute arises out of or related to this Agreement, the parties will meet within seven (7) days of the notification of the dispute by a party, with a view to resolve the dispute in good faith. If the parties fail to resolve the dispute, then the parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales and the President of the Law Society of New South Wales or the President's nominee will select the mediator and determine the mediator's remuneration (unless otherwise agreed by the parties). No party may commence court or arbitration proceedings (other than proceedings for urgent interlocutory relief or under proceedings under clause 4.6) unless it has complied with this clause.

11.12 Governing Law

Subject to clause 4.6, this Agreement is governed by the laws of New South Wales and the parties submit to non-exclusive jurisdiction of the courts of New South Wales. Service of any legal process may be effected on a party by forwarding that legal process as if it were a notice given under this Agreement.

11.7 翻译

本协议可译为除英语外的其他语言版本，在不一致的情况下以英语版本的协议为准。

11.8 通用解释规则

除非按上下文另有规定，否则按如下解释规则：

- (a) “包含”一词及相似表达的词并不是限制词。
- (b) 本文件或其中的任何部分，不应该因为是由一方起草或提议，就被理解不利于这一方。

11.9 可分割性

如果本协议的任何条款因任何原因被视为无效、不可执行或非法，本协议仍将具有完全效力，除了该条款被视为已删除。

11.10 通知

根据本协议起草的所有通知必须通过电子邮件或被许可方的网上帐户撰写并发出。

11.11 调解纠纷

若合约方因本协议或与本协议相关的问题而产生争议，需在一方通知他方后的七(7)天内双方会面，并以善意的方式解决争端。如果仍不能解决争端，那么双方必须依照新南威尔斯律师协会的调解法来调解纠纷，新南威尔斯律师协会主席或者主席候选人将选择调解人并决定调解报酬(除非当事人另有约定)。任何一方若未遵守本条约之协商及调解，均不得开始诉讼或仲裁程序(除根据第4.6条规定的紧急情况下的救济或诉讼程序外)。

11.12 适用法律

根据第4.6条的规定，受新南威尔斯的法律管辖，本协议任一方受新南威尔斯法院的非专属管辖权管辖。任何法律程序依照本协议所规定的通知，对当事人产生效力。

EXECUTION

THIS SECTION IS ONLY REQUIRED IF EXECUTING A HARD COPY AGREEMENT

If executing in hard copy, you must upload a signed copy of this True Aussie Trade Mark Terms and Conditions to your True Aussie trade mark licence online application.

SIGNED AS AN AGREEMENT

Signed for and on behalf of the Licensee:

Signed for and on behalf of **Meat & Livestock Australia Limited**:

Name of Authorised Representative (PLEASE PRINT)

Name of Authorised Representative (PLEASE PRINT)

Position (title)

Position (title)

Signature of Authorised Representative

Signature of Authorised Representative

签署

本节仅在采用纸本签署协议时需要填写及签署

如果以纸本签署，在线上申请 True Aussie 商标许可时，必须上传一份已签署的 True Aussie 商标条款和条件复印本。

签署协议

被许可方代表签字

澳洲肉类及畜牧业协会代表签字

授权代表姓名（请用正楷书写）

授权代表姓名（请用正楷书写）

职务（头衔）

职务（头衔）

授权代表签字

授权代表签字