

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.

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.

True Aussie 商標為**澳洲肉類及畜牧業協會**（簡稱**MLA**）所有，該組織位於澳大利亞2060新南威爾士北悉尼蒙特街40號1層，澳大利亞業務註冊號碼39 081 678 364。經MLA授權使用True Aussie商標的任何權利需受此協議約束。

1. 定義：

在本協議中，除按上下文另具意義的情況外，下列詞語應解釋如下：

協議是指被許可方和MLA之間的協議，包括許可証申請以及這些條款和條件。

適用法律和標準指的是在所屬區域國家內被許可人按照本協議使用許可商標以及產品供應相關的關於消費者保護、食品質量、食品標籤等問題的所有法律、法規、要求、標準或行為準則。

經批准的再被許可方指的是許可申請中關於再許可部分所確定的第三方。

品牌標準指的是使用許可商標或MLA用於不定時制定的資料，或與之有關的指南、標準、說明或要求，包括True Aussie品牌使用指南。

索賠是指在衡平法或任何法律條款下產生的任何索賠，包括訴訟、訴訟程序、仲裁、貨幣、有息負債、稅費、成本、要求、責任、裁決和判決。

合格產品指的是名為“True Aussie商標許可申請規範和流程”的文件中所定義的符合標準的澳大利亞紅肉及產品，此文件可登陸trueaussielicence.mla.com.au 查詢。

許可申請指的是被許可方提交的關於用許可商標的申請表，該申請表由MLA同意並接受。

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.

許可商標指的是：

- (a) 許可申請中“商標”部分設定的True Aussie 標識 以及；
- (b) 在區域內的任一國家內任何關於True Aussie標識的商標註冊和申請。

被許可方指的是在許可申請中申請人部分所描述的申請人。

被許可方商標指的是許可申請中申請人商標部分所描述的商標。

MLA資料指的是在本協議期間內，MLA向被許可方提供的所有信息、材料或資源，包括圖樣、工藝品或有關 True Aussie 商標的設計和其他營銷材料(例如手冊和概況介紹)，包括印刷形式(如預制的貼紙或標籤以及橫幅形式)和數碼形式。

產品指的是許可申請中產品描述中的所描述的產品。

區域指的是許可申請中區域部分所提及的每一個國家。

2. 商標許可

2.1 非獨家授權

基於被許可方遵守本協議的條款，MLA授予被許可方獨立的、免使用費的、不可轉讓的非獨家許可，在所屬區域的國家內，在本協議期間按照本協議條款和條件將許可商標僅用於產品及產品促銷和營銷。

2.2 再許可

被許可方不得將其於第2.1條規定中描述的權利再許可給未經批准的再被許可方。如若經批准的再許可方作為被許可方是本協議的一方當事人，被許可方必須確保任何經批准的再被許可方遵守本協議的條款。儘管如此，被許可方仍然受到該協議所有條款的約束。

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 被許可方權利的限制

被許可方承認並同意：

- (a) 其使用許可商標的權利僅從本協議中獲得並且僅限於該協議區域範圍內的許可商標產品的促銷、銷售和供應以及按照協議履行其義務；
- (b) 在未經MLA事先書面許可的情況下，被許可方不得在任何時間在區域範圍外供應任何帶有許可商標的產品；
- (c) 任何被定義為合格產品之外的產品、交易、業務或服務（除非被許可方事先獲得MLA的書面同意）對許可商標的使用，都將被視為是對許可商標未經授權的使用；
- (d) 被許可方或其代表未經授權使用許可商標，構成對本協議的違約，以及對MLA所屬的許可商標權的侵權；
- (e) 在法律允許範圍內，協議區域範圍內的國家的法律所賦予的權利如果與本協議相沖突，該權利不予考慮。

2.4 聲明

被許可方同意：

- (a) 其必須以MLA不定時合理制定的方式標識自己是許可商標的被許可方，但不能以被賦予權利的身份去約束MLA；
- (b) MLA可標識被許可方作為許可商標的被許可方。

3. 許可商標以及MLA資料的使用

3.1 商標的使用

被許可方必須：

- (a) 完全遵守本協議和品牌標準使用許可商標，並且必須適當使用下列符號：® (用於註冊商標) 和 "™" (未註冊或申請中的商標)；

- (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，在所有使用許可商標的包裝、促銷、營銷、技術和銷售材料上的顯著位置，列出一份永久而清晰的聲明表示是在MLA的許可下使用許可商標；
- (c) 監督其所有員工、承包商、代理商和所有經批准的再被許可方，以確保其合理使用許可商標以及遵守本協議。

3.2 使用限制

被許可方不得：

- (a) 在未經MLA事先書面同意的情況下，將除許可商標、被許可方商標或許可申請中所指明的經批准的再被許可方所有的或被許可的商標之外的任何商標用於本產品；
- (b) 在未經MLA事先書面同意的情況下，使用或部分使用許可商標於本產品之外的任何其他產品、商品或者服務；
- (c) 使用任何與許可商標實質相同或有意相似的任何商標，或與許可商標在某一國家當地語言方面從字形、語義或語音方面實質相同或有意相似的任何商標或其翻譯(除許可商標以外)；
- (d) 使用、申請、註冊或更新任何公司名稱、商業名稱、交易名稱、商標、域名或類似許可商標中所包含的詞匯；
- (e) 在法律許可的範圍內，挑戰或者做任何損害MLA所有權或者許可商標的註冊性或者有效性的事情；
- (f) 有任何有損於許可商標相關信譽的作為或不作為。

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有權管理被許可方使用許可商標的方式。任何由被許可方準備的用於向公眾傳播的帶有許可商標的與產品有關的書面材料、廣播或其他通訊渠道，包括廣告和傳單，必須完全符合商標標準。在MLA的要求下，被許可方必須向MLA提交此類材料的樣本。如果MLA反對被許可方使用或允許許可商標被使用的方式，MLA將告知被許可方，而被許可方需同意迅速將該情況補救到MLA滿意為止。

3.4 MLA資料的供應

MLA可以自行決定不定時向被許可方免費供應MLA的資料。在未經MLA事先的書面同意，被許可方不得修改、改編或制造全部或部分MLA資料的衍生品，除非在此類MLA資料中插入被許可方商標。被許可方只能由自己和任何經批准的再被許可方復制產品的或產品相關的MLA資料。所有對MLA資料的使用必須完全符合品牌標準。

4. 知識產權

4.1 所有權

被許可方承認MLA是許可商標以及MLA資料的所有者，除本協議中明確規定的權利之外，不得憑借此協議去獲取許可商標或MLA資料的任何權利、權益或利益。

4.2 對許可商標的獲權、維護、維權和防禦

MLA將全權負責但無義務去保護、維護、執行和辯護在區域範圍內的許可商標。被許可方必須協助MLA並簽署從MLA的角度對於許可商標的保護、維護、維權和防禦是合理必要的或者可取的，或者能夠對該協議產生效力的任何文件，費用由MLA承擔。

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 信譽

被許可方承認任何因被許可方使用許可商標而產生或與之相關的信譽，都將有助於MLA的利益。

4.4 版權

被許可方或其代表將許可商標或任何MLA資料一定程度上用於任何其生產的促銷、廣告或其他材料上，被許可方需承認並同意許可商標及其他任何此類改編的MLA材料的版權歸MLA所有。MLA不主張此類再編的MLA材料中任何被許可方商標或任何經授權的再被許可方商標的所有權。

4.5 第三方的侵權索賠

若被許可方發現在區域範圍內由於對產品使用許可商標而造成了對第三方權利的侵犯，導致發生索賠或可能發生索賠，被許可方必須立即書面向MLA提供合理細節，MLA在立即向被許可方發出書面通知后，可自行決定終止本協議，其不對被許可方產生責任。

4.6 執行

被許可方同意並承認：

- (a) 若本協議的被許可方或經批准的再被許可方有任何違約或可能違約行為，除根據法律或衡平法MLA可獲得的補救措施外，MLA還將有權獲得強制執行或禁止令(適當的)補救措施；
- (b) MLA可以向根據本協議被許可方或經批准的再被許可方使用許可商標的該國家法院申請強制執行或禁制令，並且各方需服從該國家法院的管轄，並接受此類裁決；
- (c) 根據第4.6條規定MLA所提出的任何訴訟程序，本協議受MLA提起訴訟所在地國家法律管轄。

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. 質量管理

5.1 質量管理

被許可方在提供或許諾提供與許可商標有關的產品時：

- (a) 必須達到可達到範圍內的最高標準，並遵所屬區域每個國家的所有適用法律和標準；
- (b) 必須遵守品牌標準；
- (c) 不得許諾或提供任何不合格或有損MLA良好聲譽和名譽的產品。

5.2 檢驗和審查

被許可方在收到三十(30)天期限的通知時，必須准許或使MLA或其代表或第三方在正常辦公時間有權訪問產品生產、加工或供應的生產經營場所，使得MLA能夠審核被許可方是否遵守本協議。

6. 期限和終止

6.1 期限

本協議的期限自生效日起，持續時間為十二(12)個月，除非按其條款提前終止。

6.2 終止

本協議可由任何一方終止：

- (a) 在向對方提前三十(30)天發出書面通知時；
- (b) 若一方違反(除未造成實質傷害的輕微違約外)本協議的任一條款，並且當此違約行為可以被補救，但該違反方未能在收到告知其違約行為並要求其採取補救措施的書面通知后三十(30)內未能成功補救時，另一方可立即發送書面通知，要求終止協議。

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) 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) 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 因破產或控制權變更的終止

除第4.5條規定之外，當發生以下情況時，MLA可書面通知被許可方立即終止本協議，若被許可方倒閉，指定接管人或管理者，或做出破產之舉，或如果被許可方發生控制權變更，除非這種控制權變更經過MLA書面批准，該批准不得被非合理保留。

6.4 終止后果

因任何原因導致本協議的終止或屆滿，被許可方必須：

- (a) 停止一切使用許可商標、MLA資料及MLA任何保密資料的行為；
- (b) 不得使用任何與許可商標相同或有意近似的商標；
- (c) 按照MLA的意願並且在可行情況下，移交至MLA或銷毀所有MLA資料、保密資料以及任何帶有或關於被許可商標的數碼或印刷形式的任何標志、廣告、促銷或展示材料；
- (d) 停止與MLA任何方式的關聯。

6.5 效力持續

由於任何原因而導致本協議的終止或屆滿，不影響發生在協議終止前的任何權利或補救措施，或第3.2條規定(使用限制)、第4.1條規定(權利)、第4.3條規定(名譽)、第4.4條規定(版權)、第6.4條規定(終止后果)到第6.5條規定(效力持續)及第8條規定(保密資料)到第11條規定(通用)(涵蓋)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. 保險

被許可方必須在協議期間採取並維持一項綜合公共和產品責任保險，能夠涵蓋所有后果，並具有法律依據，據此能夠對由於本協議或與協議相關、或產品的促銷及供應而造成個人的死亡或身體傷害(包括疾病)或者財產損失進行賠償。被許可方應要求必須立即向MLA提供此類保險的依據。

8. 保密信息

8.1 獲准使用和披露

合約方一方向對方提供保密性質的信息時，雙方必須採取一切必要行為，以保證對方保密資料的保密性質。雙方可以在按照本協議履行其義務、保證其內部業務運作或適用法律或法律程序所要求的範圍內，使用對方的保密信息。

9. 保證條款

9.1 共同保證

合約方需保證自協議生效日起，其有權利和授權達成和履行本協議義務，並且其對協議的簽署是經所有必要的公司決議恰當與有效的授權的。

9.2 MLA的擔保

MLA保證自協議生效日起，其是許可商標的所有者但不另行保證許可商標是或將有效，其將無法修正或撤銷，或將不侵犯第三方的知識產權或其他權利。

9.3 被許可方的擔保

被許可方保證並表示：

- (a) 其具備履行本協議義務所必需的資源、技能、知識和能力；
- (b) 所有使用許可商標的產品都是合格產品；

(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) 其將在產品的推廣、銷售和供應方面遵守本協議、所有適用法律和標準。

10. 責任和賠償

10.1 免責

本協議中的任何條文均不排除、限制或修改任何依據法律不得被排除、限制或修改的法律的應用。根據本條款，本協議中所暗示的所有陳述、擔保、保障、條款和條件均予以排除。

10.2 間接損失

因由本協議造成或間接造成的任何特殊的、間接的損失或損害、利潤損失、數據丟失或商業機會損失，無論依據普通法、侵權法(包括過失)，依衡平法，成文法或其他法律，MLA不對被許可方承擔責任。

10.3 聲明

合約方均承認，違反或可能違反第3條(商標的使用)和第8條(保密資料)所述的義務而造成對方遭受不可彌補的損害，並且金錢損害賠償不足以彌補這一實際或可能的違約行為造成的後果。

10.4 被許可方的賠償

被許可方保護MLA，包括其管理者、員工、顧問和代理人，免受所有可能以單獨形式或和被許可方共同針對MLA關於任何損失、死亡、受傷、疾病或破壞的索賠(包括來自第三方的索賠)(無論是個人或財產或其他方面)，此類索賠：

- (a) 因違反本協議規定的被許可方的擔保或者義務而引起的；
- (b) 因被許可方或其代表(包括被批准的再被許可方)的促銷、銷售或產品供應引起的，

並且免受所有損害賠償、合理費用和花銷包括含滿足、對抗或和解任何索賠在內的合理的律師費用。

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. 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. 總則

11.1 修改

MLA保留在任何時間自行修改這些條款和條件的權利。任何修改都將在我們的網站上公布以供查詢。如果被許可方不能接受對這些條款的任何修改，被許可方可以根據上面的第6.2條規定終止本協議。許可商標的繼續使用將構成被許可方接受本協議的修改。如果修改可能影響產品的質量，MLA將要求被許可方根據修改后的協議提交一份新的許可申請。

11.2 不可轉讓

除非經MLA事先同意，被許可方不得轉讓或轉移本協議所述的權利或義務。

11.3 不棄權條款

我方未能行使或者未能及時行使本協議規定的任何權利，不應視為對這些權利的放棄。

11.4 無合伙或代理關係

本協議不構成任一方為他方的代理人，或暗示雙方有意組成合伙、合資或其他形式的聯合體，而由此任一方對他方的作為或不作為負有責任。任一方都無權假借對方的信用。

11.5 進一步擔保

雙方應對方要求，費用自行承擔，合理地盡己所能，履行本協議及其所產生的交易，包括法律文件的簽署。

11.6 完整協議

本協議涵蓋關於本協議主旨的完整協議。它是合約方執行權利的唯一准則，任何合約方在此協議之前做出的行為及其約定內容應作廢。

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 翻譯

本協議可譯為除英語外的其他語言版本，在不一致的情況下以英語版本的協議為準。

11.8 通用解釋規則

除非按上下文另有規定，否則按如下解釋規則：

- (a) “包含”一詞及相似表達的詞並不是限制詞。
- (b) 本文件或其中的任何部分，不應該因為是由一方起草或提議，就被理解不利於這一方。

11.9 可分割性

如果本協議的任何條款因任何原因被視為無效、不可執行或非法，本協議仍將具有十足的效力，除了該條款被視為已刪除。

11.10 通知

根據本協議起草的所有通知必須通過電子郵件或被許可方的網上用戶撰寫並發出。

11.11 調解糾紛

若合約方因本協議或與本協議相關的問題而產生爭議，需在一方通知對方后的七(7)天內雙方會面，並以善意的方式解決爭端。如果仍不能解決爭端，那麼雙方必須依照新南威爾士律師協會的調解法來調解糾紛，新南威爾士律師協會主席或者主席候選人將選擇調解人並決定調節報酬(除非當事人另有約定)。任何一方均不得開始訴訟或仲裁程序(除根據第4.6條規定的緊急情況下的救濟或訴訟程序外)，除非它已遵守這一條款。

11.12 適用法律

根據第4.6條的規定，本協議受新南威爾士的法律管轄，合約方受新南威爾斯法院的非專屬管轄權管轄。如同根據本協議所規定的通知，任何法律程序都可以通過法律程序的轉達，對當事人產生效力。

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

簽署

本節僅在簽署協議原件時需要

如果簽署原件，必須上傳一份經簽署的True Aussie 商標條款和條件復印件到你的True Aussie 商標許可線上申請。

簽署協議

被許可方代表簽字

澳洲肉類及畜牧業協會代表簽字

授權代表姓名（請打印）

授權代表姓名（請打印）

職務（頭銜）

職務（頭銜）

授權代表簽字

授權代表簽字