

TRADEMARK LICENSE

Long form

Date:

THIS AGREEMENT/DEED dated this day of 2020

PARTIES

(ACN/ABN) of ()

OF THE FIRST PART

AND

(ACN/ABN) of ()

OF THE SECOND PART

RECITALS

- A. The Licensor is the registered proprietor in Australia under the Trade Marks Act 1995 (Cth) (“Act”) and the exclusive owner of the right, title, interest and goodwill in the trade marks set out in Schedule 1 (“Trade Marks”).
- B. The Licensee desires to use the Trade Marks upon or in relation to the manufacture, production, provision or supply of Goods/Services in Australia, and may wish to record its interest as an authorised user of the Trade Marks under s 113 of the Act.
- C. In consideration for the payments set out in this Agreement the Licensor has authorised the Licensee to use the Trade Marks.

OPERATIVE PART

1. Appointment of user

Subject to the terms of this Agreement the Licensor grants to the user for the duration of this Agreement an exclusive/non-exclusive, non-assignable license to use the Trade Marks in Australia upon or in relation to the Goods for which the Trade Marks are registered (“Goods”)/the Services for which the Trade Marks are registered (“Services”).

2. Payments

- a) In consideration of the License granted, the Licensee must pay the Licensor payments calculated as follows:
 - i) where sales of the Goods/fees on provision of the Services do not exceed [number of sales]: \$[amount];
 - ii) where sales of the Goods/fees on provision of the Services are greater than [number of sales] but do not exceed [number of sales]: \$[amount];
 - iii) where sales of the Goods/fees on provision of the Services are [number of sales] or more: \$[amount].
- b) All payments referred to above are GST exclusive.

3. Promotion

- a) The Licensee agrees to use the Trade Marks solely in respect of the Goods/Services, and to ensure that the Trade Marks appear in all catalogues and other promotional material relating to the Goods/Services.
- b) The Licensee must ensure that no advertising or promotional material produced under this Agreement contravenes the Trade Practices Act 1975 (Cth) or similar legislation in any jurisdiction in the Territory and guidelines of the Trade Practices Commission in relation to promotion of the Goods or Services.

4. **Registration under the Act**

- a) The Licensor may join with the Licensee in applying promptly after the execution of this Agreement to the Registrar of Trade Marks in Australia to record the Licensee's interest as an authorised user of the Trade Marks in relation to the Goods/Services.
- b) The Licensee is only entitled to exercise the rights licensed under this Agreement in respect of the Trade Marks unless the Licensee obtains the prior consent of the Licensor.

5. **Execution**

The parties agree to execute all documents and do all acts as may be required to record the Licensee as an authorised user.

6. **Quality control of Goods/Services**

- a) The Licensee must not use the Trade Marks either by themselves or as part of any other identification or name in relation to any Goods or Services not manufactured, produced, provided or supplied by the Licensor or in conformity with the Licensor's standards, samples or directions.
- b) The Licensee must ensure that the Goods are manufactured, prepared and packaged in accordance with samples produced and directions given by the Licensor from time to time/the Services provided by the Licensee must comply with standards set and directions given by the Licensor from time to time.
- c) The Licensee must permit any officer or agent of the Licensor, who is authorised in writing for that purpose, to enter upon any premises of the user during normal business hours by appointment in order to inspect the