

Dated

Licence Agreement

Australian Wool Exchange Limited (ACN 061 495 565)

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This licence agreement is dated

Parties

AWEX

Australian Wool Exchange Limited (ACN 061 495 565)
of 12A/2 Eden Park Drive, Macquarie Park NSW 2113

Partner

Introduction:

- A** AWEX is the owner and operator of the SustainaWOOL Integrity Scheme, an accreditation scheme which provides sustainability standards within the wool production industry.
- B** AWEX holds the exclusive rights to the SustainaWOOL Logo.
- C** The Partner is a current member of the SustainaWOOL Integrity Scheme.
- D** In consideration for AWEX granting the licence to the Partner, the Partner agrees to grant AWEX a licence to use the Partner's logos and trademarks to promote the Partner's involvement in the SustainaWOOL Integrity Scheme.
- E** AWEX agrees to grant the Partner a licence to use the SustainaWOOL Logo in accordance with the terms of this agreement.

It is agreed:

1. Definitions and interpretation

1.1 Definitions

In this agreement the following definitions apply:

Address for Service means the address of each party appearing in clause 14.2 or any new address notified by either party to the other party in writing as its new address for service;

AWEX Rules means the Code of Conduct and Rules published by the Australian Wool Exchange Limited and any variation to this document, available [here](#) ;

Business Day means any day that is not a Saturday, Sunday, gazetted public holiday or bank holiday in Sydney, New South Wales and concludes at 5.00 p.m. on that day;

Commencement Date means the date this agreement is executed by the parties;

Confidential Information means the terms of this agreement and all confidential information, material and technology disclosed or provided in any form by any party to any other party in connection with the subject matter of this agreement;

SustainaWOOL™ Certification Reports means the reports issued by Partners confirming that certain batches of wool are SustainaWOOL for the purpose of ensuring that integrity of the accreditation of SustainaWOOL is maintained throughout the supply chain process;

SustainaWOOL Logo means the trademark detailed in Schedule 1 and such other logos as are used by AWEX from time to time in connection with SustainaWOOL agreed in writing by the parties;

SustainaWOOL Rules means The AWEX SustainaWOOL Integrity Scheme as more fully described in the Manual and the SustainaWOOL Integrity Scheme Terms and Conditions and any variation to these documents;

Term has the meaning set out in clause 6; and

Territory means Australia as such other locations in which Partner operates.

1.2 Interpretation

In this agreement unless the context clearly indicates otherwise:

- (a) a reference to **this agreement** or another document means this agreement or that other document and any document which varies, supplements, replaces, assigns or novates this agreement or that other document;
- (b) a reference to **legislation** or a **legislative provision** includes any statutory modification, or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (c) a reference to a **body** or **authority** which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;
- (d) a reference to the **introduction**, a **clause**, **schedule** or **annexure** is a reference to the introduction, a clause, a schedule or an annexure to or of this agreement;
- (e) **clause headings** and the **table of contents** are inserted for convenience only and do not form part of this agreement;
- (f) the **introduction**, **schedules** (if any) and **annexures** (if any) form part of this agreement;
- (g) the **introduction** accurately sets out the circumstances in which the parties have entered into this agreement;
- (h) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (i) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;
- (j) a reference to a **party** is a reference to any party to this agreement and parties has the corresponding meaning;
- (k) a reference to a **corporation** includes its successors and permitted assigns;
- (l) **control**, **related**, **related body corporate**, **related entity** or **subsidiary** in respect of a corporation has the same meaning given to those terms in the Corporations Act;

- (m) an **obligation** or **warranty** on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (n) **including** and **includes** are not words of limitation;
- (o) a reference to a time is to that time in New South Wales;
- (p) a word that is derived from a defined word has a corresponding meaning;
- (q) monetary amounts are expressed in Australian dollars;
- (r) the singular includes the plural and vice-versa;
- (s) words importing one gender include all other genders; and
- (t) neither this agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

2. Membership

- 2.1 The Partner's use of the SustainaWOOL logo under this agreement is conditional on the Partner obtaining and maintaining SustainaWOOL membership status as a SustainaWOOL Supply Chain Partner.
- 2.2 To maintain SustainaWOOL membership, the Partner must comply with the SustainaWOOL Rules, and the following member obligations:
 - (a) Accredited Partner wool selling agents must maintain integrity to their sales processes and keep accurate sales records and lotting information.
 - (b) Accredited Partner wool exporters and processors must provide their purchasers with a SustainaWOOL consignment certification reports for the purposes of verifying the product as SustainaWOOL certified and to trace the product back to the individual sale lot and farm.
 - (c) Accredited brand and retail Partners will receive the benefit of using SustainaWOOL consignment certification reports to meet their goals of animal welfare and social responsibility. Brand and retail Partners have an obligation to maintain records of provenance for their SustainaWOOL products.

3. Licences

- 3.1 In partial consideration for the Partner becoming and remaining a financial member of SustainaWOOL, AWEX grants to the Partner a non-exclusive, revocable, limited licence to use the SustainaWOOL Logo in the Territory during the Term, in accordance with the terms of this agreement (**Licence**).
- 3.2 In partial consideration for AWEX granting the Licence to the Partner, the Partner agrees to grant to AWEX a limited, non-exclusive licence to use the Partner's logo and trademarks solely to promote the Partner's involvement in the SustainaWOOL Integrity Scheme.
- 3.3 Notwithstanding clause 3.1, the licence will only continue if:
 - (a) the Partner complies with the SustainaWOOL Rules; and/or
 - (b) the Partner seeks to promote or advance the SustainaWOOL Integrity Scheme.

- 3.4 The Partner acknowledges that it will not use the SustainaWOOL Logo for any purpose other than the promotion or advancement of the SustainaWOOL Integrity Scheme, including the issuing of SustainaWOOL™ Certification Reports or as otherwise agreed in writing by AWEX.

4. Non-exclusive licence

The Partner acknowledges that the rights granted to the Partner in clause 3.1 are non-exclusive and that AWEX may permit any other person to use the SustainaWOOL Logo licensed to the Partner under this agreement.

5. No sub-licensing

The Partner must not sub-license any of its rights to use the SustainaWOOL Logo under this agreement.

6. Term and commencement

- 6.1 The term of this licence agreement will commence on the Commencement Date.
- 6.2 This licence agreement will remain in force until terminated by mutual written agreement of the parties, or until it is terminated in accordance with clause 11.

7. Title

- 7.1 All rights, title and interests in and to the SustainaWOOL Logo remains vested in AWEX and this agreement does not convey any such rights, title or interests to the Partner.
- 7.2 The Partner acknowledges AWEX's title to the SustainaWOOL Logo and undertakes not to assist, be involved in, or procure directly or indirectly any action which would or might invalidate or put in dispute AWEX's title or status as proprietor of the SustainaWOOL Logo.
- 7.3 Subject to clause 7.4, any and all goodwill which accrues from and relates to the use of any of the SustainaWOOL Logo by the Partner shall accrue for the benefit of AWEX.
- 7.4 The parties acknowledge that:
- (a) the SustainaWOOL Logo shall be used by the Partner in conjunction with its business operations for the duration of the Term; and
 - (b) the reference to goodwill in clause 7.3 does not refer to any business operational goodwill which shall accrue for the benefit of the Partner or which relates to the Partner's intellectual property.
- 7.5 The Partner shall use its best endeavours to preserve the value of the SustainaWOOL Logo and in particular shall:
- (a) endeavour to promote and retain the goodwill relating to the SustainaWOOL Logo;
 - (b) refrain from using the SustainaWOOL Logo in any manner which may prejudice or be likely to prejudice AWEX's right, title and interest to and in the SustainaWOOL Logo;
 - (c) assist AWEX as may be necessary or appropriate in AWEX's opinion to maintain and protect the SustainaWOOL Logo; and
 - (d) refrain from using any other intellectual property, business names or domain names substantially identical or deceptively similar to or so nearly resembles any of the

SustainaWOOL Logo as to be likely to cause deception or confusion among the public. This clause 7.5(d) does not apply to any intellectual property, business names or domain names owned by the Partner as at the date of this agreement or any intellectual property, business names or domain names acquired by or licensed to the Partner at any time by a third party who has the legitimate proprietary rights to such intellectual property, business names or domain names.

8. Indemnity

The Partner indemnifies AWEX against all liability, costs (including legal costs on a full indemnity basis), expenses, loss and damage suffered or incurred (or agreed to be paid by way of settlement or compromise) by it as a result of:

- (a) the Partner's use of the SustainaWOOL Logo;
- (b) any breach by the Partner of this agreement; or
- (c) any claim against AWEX arising out of or in connection with the use of the SustainaWOOL Logo by the Partner except where the claim results from a defect in AWEX's title to the SustainaWOOL Logo or its right to grant the Licence pursuant to this agreement or any direction given by AWEX.

9. Infringement

- 9.1 If the Partner learns of any infringement or threatened infringement of the SustainaWOOL Logo licensed under this agreement, the Partner shall immediately notify AWEX in writing giving particulars of the infringement or threatened infringement.
- 9.2 AWEX may, at its absolute and unfettered discretion, institute and prosecute such action or actions as it sees fit in relation to such infringement or threatened infringement.
- 9.3 The proceeds from any judgment or settlement made by AWEX in any action brought by it under clause 9.2 shall be used to reimburse the Partner for all expenses incurred by it in assisting AWEX in prosecuting such action and the remainder of such proceeds shall be the sole and absolute property of AWEX.
- 9.4 The Partner and AWEX shall, at the expense of AWEX, each execute all documents and do all things reasonably necessary to aid and cooperate in the prosecution of any such action brought by the other under this clause.

10. Claims by Third Parties

- 10.1 If a claim is made or threatened, whether by legal proceedings or otherwise, against AWEX or the Partner by a third party in relation to proprietary rights of the third party to or in any of the SustainaWOOL Logo, AWEX and the Partner will act in good faith to defend or resolve such claim to the satisfaction of both of them.

11. Termination

- 11.1 AWEX may, by notice in writing, terminate this agreement with immediate effect in any of the following circumstances:
 - (a) if the Partner commits a material breach of this agreement and the breach is not capable of remedy;

- (b) if the Partner commits a material breach of this agreement and, if the breach is capable of being remedied, fails to remedy the breach within 14 days of receiving written notice from AWEX to do so;
- (c) if the Partner is insolvent or is the subject of any other form of insolvency administration;
- (d) if the Partner has criminal proceedings brought against them;
- (e) if the Partner is no longer compliant with the SustainaWOOL Rules or AWEX Rules as applicable to them;
- (f) in the reasonable opinion of AWEX, if the Partner brings AWEX or SustainaWOOL Integrity Scheme into disrepute, or injures or is threatening to injure AWEX's reputation, AWEX's business relationships, or the goodwill in the SustainaWOOL Logo; or
- (g) if the Partner develops a negative reputation in the market and this is not resolved to the satisfaction of AWEX, acting reasonably.

11.2 Any termination of this Agreement pursuant to this clause shall be without prejudice to any rights accruing to either party under this agreement prior to the date of such termination, including the right to peruse all remedies available to either party at law or in equity.

12. Effect of Termination

12.1 Promptly upon termination of this agreement, the Licence to use the SustainaWOOL Logo will expire and the Partner must:

- (a) cease the use of the SustainaWOOL Logo and any imitation of the SustainaWOOL Logo that would constitute an infringement of the SustainaWOOL Logo;
- (b) delete the SustainaWOOL Logo from its trade name, corporate name, signage, promotional materials, brochures and any and all other documents and items using the SustainaWOOL Logo;
- (c) delete and destroy all copies of materials in its possession or under its control using the SustainaWOOL Logo; and
- (d) do all such further things as may be reasonably required by AWEX to protect its right, title and interest to and in the SustainaWOOL Logo.

12.2 Promptly upon termination of this agreement, AWEX will cease to use any logo of the Partner granted under clause 3.2.

13. Confidentiality

13.1 Each party must:

- (a) keep all the other party's Confidential Information strictly confidential and not disclose it to any third party without the other party's prior written consent;
- (b) not copy or make the other party's Confidential Information available to any person other than to those of its personnel or subcontractors who need to know and who have been expressly directed to and have agreed to keep that information confidential; and
- (c) only use the other party's Confidential Information for the purposes of performing its obligations under this agreement.

13.2 Notwithstanding clause 13.1, the Partner may disclose Confidential Information if and to the extent that:

- (a) such disclosure is required by laws;
- (b) such disclosure is required to give effect to the purpose of this agreement;
- (c) the Confidential Information is generally available in the public domain except where that is a result of a disclosure in breach of this agreement;
- (d) the Confidential Information has been properly and legally obtained by the Partner other than pursuant to this agreement; or
- (e) the Partner can prove that it knew the Confidential Information before it was disclosed to it by AWEX.

14. Notices

14.1 Notices

Any notice, demand, consent, approval, request or other communication given under this agreement (**Notice**) must be in writing, unless this agreement provides otherwise.

14.2 Address for service

The Address for Service of each party is:

AWEX

Name: Australian Wool Exchange Limited (ACN 061 495 565)

Address: 12A/2 Eden Park Drive, Macquarie Park NSW 2113

Email:

Attention:

Partner

Name:

Address:

Email:

Attention:

14.3 Service of Notices

- (a) Any Notice must be given to the recipient at its Address for Service by being:
 - (i) hand delivered;
 - (ii) sent by facsimile transmission;
 - (iii) sent by email;
 - (iv) sent by prepaid mail within Australia; or

- (v) sent by prepaid Express Post International airmail to the Address for Service of the recipient party, if the Address for Services of the sender and the recipient are in different countries.
- (b) A Notice is given if:
 - (i) hand delivered, on the date of delivery;
 - (ii) sent by facsimile and the sending party's facsimile machine reports that the facsimile has been successfully transmitted:
 - (A) before 5 pm on a Business Day, on that Day;
 - (B) after 5 pm on a Business Day, on the next Business Day after it is sent;
 - (C) on a day that is not a Business Day, on the next Business Day after it is sent;
 - (iii) sent by email, on the day and at the time that the recipient confirms the email is received;
 - (iv) sent by prepaid ordinary mail within Australia, on the date that is 2 Business Days after the date of posting; or
 - (v) sent by prepaid Express Post International airmail between countries, on the date that is 10 Business Days after the date of posting.

15. General

15.1 Entire agreement

This agreement constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

15.2 Variation

This agreement must not be varied except by a later written document executed by all parties.

15.3 Waivers

A right created by this agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

15.4 Good faith

Each party must act in good faith towards all other parties and use its best endeavours to comply with the spirit and intention of this agreement.

15.5 Law

The Partner must at all times comply with all applicable laws, statutes, regulations and codes.

15.6 Governing law and jurisdiction

- (a) The laws applicable in New South Wales govern this agreement.

- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

15.7 Further assurances

Each party must promptly execute all documents and do everything necessary or desirable to give full effect to the arrangements contained in this agreement.

15.8 Assignment

The Partner may not assign, novate, or otherwise deal with this agreement or any right under it without the prior written consent of AWEX, which must not be unreasonably withheld.

15.9 Severance

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

15.10 Costs and expenses

Each party shall pay its own legal and other costs and expenses associated with this agreement.

15.11 Counterparts

This agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

15.12 Binding agreement

Each of the party's covenants and warrants with and to the other that it is duly authorised and empowered to enter into this agreement and to bind itself to the provisions of this agreement.

15.13 Preservation of existing rights

The expiration or termination of this agreement does not affect any right that has accrued to a party before the expiration or termination date.

15.14 No merger

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this agreement for any reason, will not merge on the occurrence of that event but will remain in full force and effect.

15.15 Relationship of parties

Unless otherwise stated:

- (a) nothing in this agreement creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

15.16 Time for doing acts

(a) If:

- (i) the time for doing any act or thing required to be done; or
- (ii) a notice period specified in this agreement,

expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.

(b) If any act or thing required to be done is done after 5 pm on the specified day, it is taken to have been done on the following Business Day.

Schedule 1

| Trade Mark No. | Logo |
|----------------|--|
| 1683998 |  The logo consists of the word "Sustaina" in green, "WOOL" in a large, bold, dark grey sans-serif font with a registered trademark symbol (TM) at the top right, and "INTEGRITY SCHEME" in a smaller, dark grey sans-serif font below it. <p>SustainaWOOL™ INTEGRITY SCHEME</p> |

Execution page

Executed as an agreement

Executed for and on behalf of Australian Wool Exchange Limited (ACN 061 495 565) by its authorised representative, who hereby declares that they have been duly authorised to do so, in the presence of:

.....
Signature of witness

.....
Signature of authorised representative

.....
Print Name

.....
Print Name of authorised representative

Executed for and on behalf of [insert name of partner] by their authorised representative, who hereby declares that they have been duly authorised to do so, in the presence of:

.....
Signature of witness

.....
Signature of authorised representative

.....
Print Name

.....
Print Name of authorised representative