

1. LICENCE AGREEMENT –
SINGLE OR LOCK-UP
BRANDMARK

This Agreement is made on

15. December 2018

.....
(day/month/year)

Between

Commonwealth of Australia, as represented by the
Australian Trade and Investment Commission
(ABN 11 764 698 227) of Level 23, AON Tower,
201 Kent Street, SYDNEY, NSW Australia 2001

(THE LICENSOR)

And

German Australian Business
Council (GABC)
Postfach 120143
60114 Frankfurt am Main
Registration Number VR 11212
(Amtsgericht Frankfurt am Main)

(THE LICENSEE)

Introduction

- A. The Licensor is the owner of the copyright
of the works referred to in clause 2(a)
(being the "Single Brandmark" and "Lock-
Up Brandmark" respectively).
- B. The extent of the Licensor's rights to the
Single Brandmark and Lock-Up Brandmark
worldwide are determined by the trade mark
laws in each jurisdiction.
- C. The Licensor has agreed to grant a licence
to the Licensee for the use of either the
Single Brandmark or Lock-Up Brandmark
(as nominated in clause 2(a)) on the terms
set out in this Agreement.

Definitions

In this Agreement:

Agreement means this Licence Agreement.

Brandmark means the brandmark nominated in
clause 2(a) of this Agreement.

2. GRANT OF LICENCE

- (a) Subject to this Agreement, the Licensee
may use the following Brandmark:

✓ Single Brandmark



Australian Government
Australian Trade and Investment Commission

or

□ Lockup brandmark



Australian Government
Australian Trade and Investment Commission

Australia
UNLIMITED

[please tick either Single Brandmark or
Lock-Up Brandmark as appropriate]

- (b) Subject to clauses 2(c) to 2(e) of this
Agreement, the Licensor grants to the
Licensee a non-exclusive licence to use
the Brandmark nominated in clause 2(a)
for the primary purpose of:

- (c) The Licensor grants to the Licensee the
licence referred to in clause 2(a) for one of
the following [please tick either Term or
Event and provide details as appropriate]:

✓ **Term**
from 01. January 2019 _____
(day/month/year)
to 31. December 2019 _____
(day/month/year)
in Germany _____
(enter territory)

The Term may be extended by agreement
in writing between the parties.

□ **Event**
from _____
(day/month/year)
to _____
(day/month/year)
in _____
(enter territory)

at _____

[Note: please provide a brief description
of the Event, including name, date and
location above]

- (d) The Licensee may use the Brandmark nominated in clause 2(a) in relation to the following only (please tick as appropriate):

- ☒ marketing materials e.g. brochures, posters, company newsletters;
- ☒ on company website;
- ☒ event signage;
- ☒ promotional signage;
- ☐ other, as specified below:

.....
.....
.....

- (e) The Licensee's use of the Brandmark nominated in clause 2(a) must include the following words:

The Brandmark must contain the words 'Supported by' or its German version 'unterstützt durch' appearing above the Austrade brandmark wherever the brandmark is used

[describe the words, that the Licensee must use when using the nominated Brandmark.]

- (f) To avoid doubt, the Licensee's licence to use the Brandmark nominated in clause 2(a) is limited to trade mark rights only. The Licensee agrees and acknowledges that it will use the Brandmark nominated in clause 2(a) in accordance with trade mark rights only.
- (g) The Licensee acknowledges that the Brandmarks are the absolute property of the Licensor and that the Licensor grants non-exclusive licences to other parties.
- (h) The Licensee agrees that the Brand Australia Logo Requirements (Requirements) form part of this Agreement. The Requirements can be found on the [Brand Australia website](#) and the details of the Requirements may be updated by the Licensor from time to time. The Licensee agrees to comply with the terms and conditions of the Requirements, as updated by the Licensor from time to time.
- (i) The Licensee, at its own cost, agrees to provide Austrade with such samples and/or examples of the Licensee's use of the Brandmark nominated in clause 2(a), as may be requested by Austrade from time to time.
- (j) The Licensee acknowledges that Austrade may use any such samples and/or examples referred to in paragraph 2(i) above in its dealings with other licensees or organisations about their use or

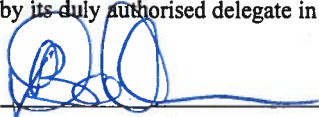
proposed use of Brandmark nominated in clause 2(a).

- (k) The Licensee agrees the terms and conditions in Attachment A form part of this Agreement.

Signing

EXECUTED as an agreement.

Signed for and on behalf of the **Commonwealth of Australia as represented by the Australian Trade and Investment Commission (ABN 11 764 698 227)** by its duly authorised delegate in the presence of:



Signature of witness

Diana Ballmann

Name of witness (print)



Signature of delegate

Richard Leather

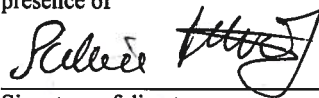
Name of delegate (print)

General Manager Europe

Position of delegate (print)

[Select one of the following execution clauses. Where the Contractor is a company with multiple directors, select the first execution block below, otherwise, select the second option.]

Executed by *[insert name of company]* in accordance with Section 127 of the Corporations Act 2001 in the presence of

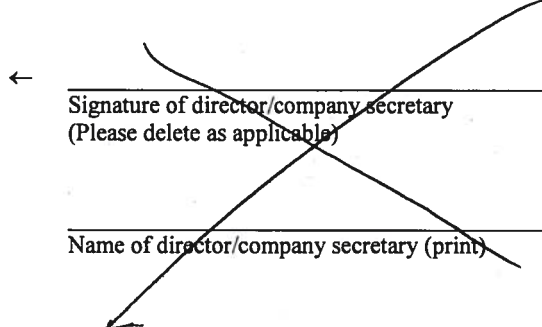


Signature of director

Sabine Pittrof

CHAIR

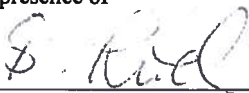
Name of director (print)



Signature of director/company secretary
(Please delete as applicable)

Name of director/company secretary (print)

Signed by *[insert contracting party name]* in the presence of



Signature of witness

Barbara Lück

Name of witness (print)



Signature of Contractor

**Attachment A to the Licence Agreement dated 15. December 2018 Between the Commonwealth of Australia
(represented by the Australian Trade and Investment Commission) and German Australian Business
Council (GABC)**

Single Brandmark or Lock-Up Brandmark

1.

The Licensee will use the Brandmark nominated in clause 2(a) of the Agreement to represent Austrade's involvement in the activities specified in clauses 2(b) and 2(c) of the Agreement. The Licensee will not use the Brandmark nominated in clause 2(a) of the Agreement in a manner or in circumstances that may damage the reputation of the Brandmarks or either of its composite brands, Australia or the Licensor.

2. The Licensee will, as soon as possible, notify the Licensor of:

- (i) any changes to the Licensee's products and services and materials for which it is licensed to use the Brandmark nominated in clause 2(a) of the Agreement and which may have a bearing on its eligibility to use the Brandmark nominated in clause 2(a) of the Agreement; and
- (ii) any agreement, arrangement or other transaction which results, or will result, in a change of 50 percent or more in the beneficial ownership of the Licensee or any significant change of effective control or management of the Licensee.

3. In the event of either clause 2(i) or clause 2(ii) of this Attachment A, the Licensor has the right to review the eligibility of the Licensee to use the Brandmark nominated in clause 2(a), and may terminate this Agreement if, in its reasonable opinion, the Licensee's products and services and/or the circumstances in which they are produced have changed since the approval of the Licensee's application.

4. The Brandmark nominated in clause 2(a) of the Agreement will not be used by the Licensee in place of the trade marks (that is, brands, logos etc) of the Licensee or be used in conjunction with trade marks of the Licensee in such a manner as to appear to be part of such trade marks.

5. The Licensee must not sublicense use of the Brandmark nominated at clause 2(a) of the Agreement to a third party without

the Licensor's written consent such consent being given at the Licensor's absolute discretion.

6. Without fettering the Licensor's discretion in clause 5 of this Attachment A, the Licensee acknowledges that the Licensor will not consent to a third party being sublicensed to use the Brandmark nominated at clause 2(a) of the Agreement unless:

- (i) the third party executes a sponsorship or licence agreement in terms acceptable to the Licensor;
- (ii) the Licensor is satisfied that the Brandmark will not be used by the third party to endorse the third party's product or service or represent endorsement by the Licensor of the third party's product or service;
- (iii) the Licensor considers the third party's proposed sublicense of the Brandmark will align with the Licensor's strategies, programs and/or objectives; and
- (iv) the third party agrees to comply with the Brand Australia Logo Requirements.

6 The Licensee will immediately inform the Licensor of:

- (i) any infringement of the Brandmark nominated in clause 2(a) of the Agreement by third parties including, but not limited to, where damage to the reputation or to the prestige of Australia, the Licensor or the Brandmark nominated in clause 2(a) of the Agreement are possible, or where there is false representation of origin or false descriptions of the Brandmark nominated in clause 2(a) of the Agreement; and
- (ii) any legal action, pending or threatened, or of administrative procedures, that may concern the Brandmark nominated in

clause 2(a) of the Agreement or the Licensee's products and services.

7. Any lawsuit or other action necessary for the purpose of protecting the Brandmark
8. The Licensor is not liable for damages suffered by the Licensee due to infringement of the Licensor's rights in the Brandmark nominated in clause 2(a) of the Agreement. This clause 8 will survive termination of the Agreement.
9. The Licensee agrees to indemnify Austrade and its officers and employees in respect of all claims and consequences for loss, damage or injury suffered by the licensee or any other person or corporation resulting from the use by the Licensee of the Brandmark nominated in clause 2(a) of the Agreement or any part thereof, or derived from information products produced from the works.
10. The Licensee must not use the Brandmark nominated in clause 2(a) of the Agreement in any manner that can be construed or interpreted by a member of

nominated in clause 2(a) of the Agreement will be taken at the sole discretion of the Licensor. This clause 7 will survive termination of the Agreement.

the public as the Licensor endorsing the Licensee.

11. The Licensee agrees that it must not:
 - (i) modify the Brandmarks in any way; and
 - (ii) use the Brandmark nominated in clause 2(a) of the Agreement in a way that, in the Licensor's opinion, is inappropriate or suggests that the Licensor is part of the Australian Government.
12. The Licensee must not assign any of its rights or obligations under this Agreement to any party without the prior written consent of Austrade.
13. This Agreement will be governed by the laws of the Australian Capital Territory.

