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AUSTRALIAN PORK CORPORATION

RULES GOVERNING THE USE OF THE CAMEO HAM CERTIFICATION MARK

1. INTERPRETATION

In the Rules and the Annexures hereto unless the context otherwise requires:

(a) "Appeal" means an appeal to the Registrar of Trade Marks pursuant to Rule 19;

(b) "Authorised User" means any person duly authorised by the Proprietor under the Rules to use the Mark in relation to certain Goods certified by the Proprietor under a Licence;

(c) "Goods" means any one or more of the following categories of goods:

Australian cured pork and processed pork products including leg, shoulder and forequarter hams and bacon;

(d) "Licence" means a licence agreement in the form of the agreement in Annexure A, as may be amended from time to time in accordance with the provisions herein, being a licence between the Proprietor and an Authorised User;

(e) "Mark" means the cameo ham certification mark set out in Annexure B;

(f) "Proprietor" means the Australian Pork Corporation of 42-44 Chandos Street, St Leonards, New South Wales as the person registered for the time being as the Proprietor of the Mark and where not repugnant to the context includes the officers, trustees, servants, agents or attorneys of such person or persons;

(g) "Registrar" means the Registrar of Trade Marks;

(h) "Rules" means the rules herein and includes any amendment, additional rules and/or annexures hereto made from time to time in accordance with the provisions specified herein;

(i) "Standards" means the standards specified in Annexure C and includes any amendment and/or additional standards thereto or any other standards made from time to time in accordance with the provisions specified herein;

- (j) "Testing Specifications" means the testing specifications specified in Annexure D and includes any amendment and/or additional testing specifications made from time to time in accordance with the provisions specified herein;
- (k) references to any legislation or any section or provision thereof shall include any modification or re-enactment thereof or any legislative provision substituted therefor and all subordinate legislation and statutory instruments issued thereunder;
- (l) words importing the singular number include the plural and vice versa;
- (m) words importing individuals include firms and corporations;
- (n) words importing any gender include all genders;
- (o) headings are for convenience only and shall not affect interpretation; and
- (p) references to Recitals, Rules, Clauses, Schedules and Annexures are references to recitals, clauses, schedules and annexures of or to these Rules or to the denominated rules, sub-clause, paragraph or sub-paragraph thereof.

2. SCOPE OF RULES

- 2.1 The Mark is to be used to indicate that Goods bearing the Mark are certified by the Proprietor with respect to their content, quality, characteristics or other subject matter specified in the Standards.
- 2.2 An Authorised User is entitled to use the mark only in relation to those Goods which have been certified by the Proprietor. Certification shall be deemed to have been granted upon execution of a Licence by both an applicant and the Proprietor.

3. PROPERTY IN MARK

All right, title and interest in the mark including the goodwill therein are the absolute property of the Proprietor and the Mark shall not be used by any person except under the authority of a Licence.

4. APPLICATION OF STANDARDS AND TESTING SPECIFICATIONS

The Proprietor from time to time shall prescribe standards and testing specifications applicable to use of the Mark. The Mark may be used only upon and in relation to Goods

which conform to such standards as determined pursuant to such testing specifications.

5. TESTING SPECIFICATIONS AND METHODS

- 5.1 In determining whether or not any Goods comply with the Standards, the Proprietor or any other authorised person may, at the relevant applicant's or relevant Authorised User's expense, test such Goods in accordance with the Testing Specifications.
- 5.2 In determining whether or not such Goods comply with the Standards, the tests employed by or on behalf of an applicant seeking to use the Mark or an Authorised User shall be in accordance with the methods for the time being approved by the Proprietor in relation to the relevant Goods for the purposes of the Testing Specifications.

6. APPLICATION FOR LICENCE

A person wishing to use the Mark must apply to the Proprietor for a Licence to do so specifying the relevant Goods in relation to which he seeks to use the Mark.

7. PREREQUISITES FOR GRANT OF LICENCE

Every applicant for a Licence to use the Mark shall specify in writing to the Proprietor all relevant particulars concerning the use it proposes to make of the Mark including the applicant's name, address, trade description and the Goods referred to in Rule 6. Every applicant shall also show to the reasonable satisfaction of the Proprietor that -

- (a) the said Goods comply with the Standards;
- (b) he is competent and experienced in his type of business, of good repute and of good financial standing;
- (c) he has property, premises, plant, technical personnel, staff, equipment, stock (including livestock) and/or other assets necessary in the Proprietor's opinion for achieving and maintaining the Standards and that he is willing and able to achieve and maintain the Standards;
- (d) he has testing facilities suitable for carrying out the Testing Specifications and that he is capable of correctly and accurately carrying out the Testing Specifications, or he undertakes to permit carrying out of the Testing Specifications from time to time at his own expense by a person authorised or approved by the Proprietor;

- (e) he has a satisfactory system for testing, control and inspection of the said Goods; and
- (f) he has complied or will comply with the requirements as at the date of the applicant's application laid down by the Proprietor as conditions precedent to the grant of a Licence to persons engaged in his type of business.

8. NOTICE OF INVITATION TO ENTER INTO LICENCE

8.1 If:

- (a) after testing and inspection of such samples of an applicant's Goods referred to in Rule 6 as the Proprietor requires, the Proprietor is satisfied that such Goods upon and in relation to which the applicant proposes to use the Mark will conform to the Standards; and
- (b) after inspection of the said system of testing, control and inspection to which such applicant proposes to subject such Goods, the Proprietor is satisfied that the said system will enable such applicant to satisfy the Proprietor at all times that the said Goods conform to the Standards;

the Proprietor shall give notice inviting such applicant to enter into a Licence, in respect of the said Goods, as adapted to the relevant circumstances.

- 8.2** After execution of each Licence the Proprietor shall allot a number for the relevant licensee and shall notify such licensee of the number so allotted.

9. RIGHTS OF LICENSEE

Only upon execution of a Licence by the Proprietor and an applicant shall such applicant have the right to use the Mark in relation to Goods thereby certified by the Proprietor. Such applicant shall thereafter be referred to as an Authorised User. Such use shall be in accordance with the terms and conditions of such Licence and such applicant shall remain so entitled during the subsistence of such Licence.

10. NOTICE OF REFUSAL TO GRANT LICENCE

- 10.1** If in relation to an applicant the Proprietor is not satisfied as to any of the matters set out in Rule 7.1 the Proprietor shall give notice so informing such applicant and, subject to an Appeal, no Licence shall be granted pursuant to the relevant application.

10.2 Nothing contained in Rule 10.1 shall prevent such applicant from making one or more further applications in good faith to the Proprietor for a Licence.

11. CANCELLATION OF LICENCE

11.1 If the Proprietor is of the opinion at any time while a Licence is in force that any Goods upon or in relation to which an Authorised User has used or proposes to use the Mark do not conform to the Standards then applicable or to the requirements of any of the terms or conditions of the relevant Licence, the Proprietor shall by notice in writing cancel such Licence forthwith and such Authorised User shall upon receipt of such notice forthwith cease to use the Mark upon or in relation to such Goods.

11.2 During the course of any Appeal arising from the Proprietor's exercise of its discretion under Rule 11.1, such Authorised User shall not use the Mark upon or in relation to such Goods unless and until such Authorised User is permitted to do so in writing by the Registrar.

12. ALTERATIONS

12.1 Subject to Rule 13, the Proprietor may at any time apply to the Registrar for his consent to the alteration in part or whole of the Rules, the Licence, the Standards and/or the Testing Specifications.

12.2 No proposed alteration to the Rules shall have effect until the Registrar has made such alteration pursuant to Section 87 and Regulation 30 of the Trade Marks Act 1955.

13. ALTERATION OF STANDARDS AND TESTING SPECIFICATIONS

13.1 The Proprietor may alter in part or whole the Standards and/or the Testing Specifications subject to the following provisions and after giving notice in writing regarding any proposed alteration to the Registrar.

13.2 The Proprietor shall give notice in writing in duplicate to all Authorised Users affected by such alteration specifying a reasonable date from which it is proposed that such alteration shall have effect.

13.3 On receipt of such notice each such Authorised User shall promptly return to the Proprietor one copy of such notice together with an acknowledgement thereon duly executed by or on behalf of such Authorised User stating whether or not such alteration is accepted by such Authorised User with effect from the date specified in such notice.

13.4 If the majority, as determined by the Proprietor, of such Authorised Users shall accept such alteration from the date so specified then such alteration shall take effect as from the date so specified.

13.5 After receipt of responses from such Authorised Users pursuant to Rule 13.3, if such proposed alteration has been accepted the Proprietor shall give notice in writing to the Registrar informing him of the same.

14. **LODGMET OF STANDARDS AND TESTING SPECIFICATIONS**

The Proprietor shall lodge with the Registrar copies of the Standards and the Testing Specifications and of any amendments thereto which may be made from time to time.

15. **SUPPLY OF STANDARDS AND TESTING SPECIFICATIONS**

The Proprietor shall supply to each applicant for a Licence, copies of the Standards and Testing Specifications as are relevant to Goods in relation to which such applicant proposes to use the Mark.

16. **FURTHER MANUFACTURE AND ADDITIONAL GOODS**

16.1 Where Goods bearing the Mark are subjected to further manufacture (including further treatment or other processing) the Mark shall not be applied to the Goods as further manufactured unless such manufacture is both carried out by or on behalf of an Authorised User and is in conformity with the Standards and the Testing Specifications (if any) relating to the use of the Mark in connection with such further manufacture.

16.2 If an Authorised User uses the Mark in relation to one or more Goods which have been certified under a Licence and if he seeks to have additional Goods certified such Authorised User shall apply to the Proprietor for an additional Licence to do so specifying the said additional Goods in relation to which he seeks to use the Mark.

Any application made by an Authorised User pursuant to the foregoing provisions of this Rule 16.2 shall be subject to the same terms and conditions, mutatis mutandis, as are specified elsewhere in these Rules in respect of an applicant seeking a Licence.

17. **REGISTER**

17.1 The Proprietor shall establish and maintain a register which shall contain:

- (a) the name, address for service and trade description of each licensee;
- (b) the date of the relevant Licence and the Licence number allotted to each licensee; and

(c) the Goods of each licensee which have been certified.

17.2 The Proprietor may from time to time demand in writing additional particulars which shall be immediately supplied for incorporation in such register by any Authorised User requested by the Proprietor to do so.

18. **INSPECTION OF RULES AND STANDARDS**

The Proprietor shall keep at its principal office a copy of each of the Rules, the Licence, the Standards and the Testing Specifications and of any amendments thereof. The said copies shall be open to inspection by the public during the normal business hours of the said principal office.

19. **APPEALS**

19.1 If the Proprietor refuses an application for a Licence or cancels any Licence or refuses to do any act or exercises any discretion under any of the rules which, in the opinion of a relevant person who is an applicant for a Licence or an Authorised User, is contrary to the Rules or the provisions of the Trade Marks Act, that person may appeal to the Registrar within twenty-one (21) calendar days thereafter, or within such further time as the Registrar may allow.

19.2 An appeal to the Registrar shall be in writing and a copy of the notice of appeal shall be served on the Proprietor forthwith or within such time as the Registrar allows.

19.3 After considering such evidence as the said person and the Proprietor may submit including any evidence requested by the Registrar and after the said person and the Proprietor have had an opportunity of being heard the Registrar shall decide the matter.

19.4 Subject to the Trade Marks Act, no appeal shall be made other than to the Registrar.

20. **INCONSISTENCY**

The provisions of the Rules shall prevail over any provision contained in any Licence issued by the Proprietor which is inconsistent with any of the Rules. If any such provision of any Licence is deemed inconsistent by the Proprietor, such provision shall be deemed to be deleted from such Licence and such Licence shall otherwise remain in full force.

ANNEXURE A
TO RULES GOVERNING THE USE OF
THE CAMEO HAM CERTIFICATION MARK

Between

.....

and

AUSTRALIAN PORK CORPORATION

LICENCE AGREEMENT

BLAKE DAWSON WALDRON
Solicitors
Grosvenor Place
225 George Street
SYDNEY NSW 2000

Tel: 258 6000
Ref: 44.SRS

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LICENCE AGREEMENT dated as specified in Schedule A.

BETWEEN:

- (1) THE PARTY SPECIFIED IN SCHEDULE B ("User"); and
- (2) AUSTRALIAN PORK CORPORATION a statutory body corporate established under the Pig Industry Act 1986 (Cth) and having its registered office at 42 Chandos Street, St Leonards, New South Wales, Australia ("Proprietor").

RECITALS:

- A. The Proprietor is the registered proprietor of the certification trade mark specified in Schedule C ("Mark") being in respect of Australian cured pork and processed pork products including leg, shoulder and forequarter hams and bacon.
- B. The User seeks to use the Mark and has applied to the Proprietor for a licence to do so.
- C. The Proprietor agrees to grant a licence to the User upon the terms and conditions of this Licence.

OPERATIVE PROVISIONS:

1. INTERPRETATION

In this Licence, including the Recitals and Schedules, unless the context otherwise requires:

- (a) references to any legislation or any section or provision thereof shall include any modification or re-enactment thereof or any legislative provision substituted therefor and all subordinate legislation and statutory instruments issued thereunder;
- (b) words importing the singular number include the plural and visa versa;
- (c) words importing individuals include firms and corporations;
- (d) words importing any gender include all genders;
- (e) headings are for convenience only and shall not affect interpretation;
- (f) references to Recitals, Clauses, Schedules and Annexures are references to recitals, clauses, schedules and annexures of or to this Licence or to the denominated subclause, paragraph or subparagraph thereof;

2.

- (g) references to any party to this Licence include its successors and permitted assigns;
- (h) "Appeal" means an appeal to the Registrar of Trade Marks pursuant to clause 19;
- (i) "Authorised User" means any person duly authorised by the Proprietor under the Rules to use the Mark in relation to certain Goods certified by the Proprietor under a Licence;
- (j) "Goods" means goods specified in Schedule D;
- (k) "Registrar" means the Registrar of Trade Marks;
- (l) "Rules" means the rules of the Proprietor governing the use of the Mark and includes any amendment, additional rules and/or annexures thereto made from time to time in accordance with the provisions of the said rules; and
- (m) "Standards" means the Standards specified in Schedule E and includes any amendment and/or additional standards thereto or any other standards made from time to time in accordance with the Rules.

2. GRANT AND DURATION OF LICENCE

2.1 The Proprietor hereby grants to the User for the duration of this Licence specified in Clause 2.2, the nonexclusive licence to use the Mark in relation to the Goods throughout Australia and the world in accordance with the terms and conditions of this Licence.

2.2 This Licence shall operate upon execution by both parties hereto and it shall remain in force unless terminated by operation of law or pursuant to the terms and conditions of this Agreement.

3. LICENCE FEE

The User shall at the times referred to in Schedule F pay to the Proprietor the annual licence fee specified in Schedule F or such other amount as the Proprietor may determine from time to time.

4. APPLICATION OF STANDARDS

The Proprietor may from time to time specify and amend in part or whole the Standards for the Goods in relation to, but not by way of limitation, the content, production, packaging, marketing and sale of the Goods. Upon written notice being given by the Proprietor to the User regarding such amendments the same shall be binding on the user and shall be deemed to form part of this Licence.

5. EXPORTERS, WHOLESALERS OR RETAILERS OF GOODS

If the User is an exporter, wholesaler or retailer of the Goods he shall:

- (a) at all times ensure that only the Goods bearing the Mark are sold, identified, advertised or otherwise dealt with by him or his agents as such;
- (b) allow representatives of or persons authorised by the Proprietor during normal working hours to visit (subject to prior appointment being made) his places of business and such other places where the Goods are stored, sold or otherwise dealt with by him or his agents and there to select and take away and keep free of charge a reasonable number of samples of the Goods for testing; and
- (c) sign a Statutory Declaration for the purposes of protecting the Mark and preserving its registration if required by the Proprietor in such form as may be supplied by the Proprietor from time to time.

6. SIGNIFICATION OF MARK

The User shall use the Mark on or in relation to the Goods only when he seeks to represent that the Goods and the use made of the mark complies in all respects with the Standards.

7. PROHIBITED DEALINGS WITH MARK

The licence granted herein by the Proprietor to the User to use the Mark is personal to the User and the User shall not without the prior written consent of the Proprietor sublicence the use of, transfer, assign or otherwise deal with any right or interest in the Mark.

8. DECEPTIVE USE OF MARK PROHIBITED

8.1 The Mark shall not be used in a manner which is deceptive or which could bring it into disrepute.

8.2 If the Proprietor considers that any representation of the Mark or any mark, description used or representation made in association with the mark is deceptive, irregular, unsuitable or otherwise derogates from the Proprietor's right, title, interest or goodwill in the Mark, the User shall terminate such use immediately upon being requested so to do by the Proprietor.

9. REPRESENTATIONS WITH MARK

Whenever the Mark is represented by the User, his licence number and any other identification required by the Proprietor from time to time shall also be represented on the Goods.

10. COMPLIANCE WITH STANDARDS AND TESTING SPECIFICATIONS

The User shall ensure that the Goods upon or in relation to which he uses the Mark, or represents himself as so doing, at all times comply with the Standards. For the purposes of the foregoing, the User shall at all times maintain a system satisfactory to the Proprietor for testing, control and inspection of the goods.

11. MAINTENANCE OF USER'S RECORDS

The User shall keep proper and accurate records of the quantities, description, and destination of the Goods in relation to which he uses the Mark together with any other records the Proprietor may reasonably require the User to keep from time to time.

12. SUPPLY OF INFORMATION BY USER

The User, at the request of the Proprietor, shall supply such information and such document(s) as may be reasonably required by the Proprietor pursuant to Clauses 10 and/or 11 at six (6) calendar month intervals or at such other intervals as the Proprietor may from time to time determine.

13. PROPERTY IN MARK

The User acknowledges that any and all rights created by the introduction, registration, use or otherwise of the Mark including without limitation all right, title, interest and goodwill therein are the sole property of the Proprietor.

14. INFRINGEMENT OF MARK

The User shall at all times refrain from:

- (a) registering as a trade mark any device, word or other identification identical with or similar to the Mark in respect of any or all of the Goods or any other goods, services or enterprises;
- (b) using for any purpose any device, word or other identification identical with or similar to the Mark except as permitted by the Proprietor under this Licence;

- (c) opposing the use, application for registration and registration by the Proprietor of a device, word or other identification identical with or similar to the Mark in any other country or contesting the validity of any such use, application or registration;
- (d) committing any act or omission which would or might invalidate any goodwill, registration or title of the Proprietors in the Mark;
- (e) supporting any application to remove the Mark from any register of trade marks upon which the Mark may be entered; and/or
- (f) causing or assisting any person to do any of the things mentioned in the Clauses 14(a), (b), (c), (d) and (e).

15. WARRANTY AND INDEMNITY

The User shall at all times keep the Proprietor indemnified against all damages, costs or expenses (including any legal costs and disbursements) in respect of all claims, demands, actions, proceedings, suits and prosecutions whatsoever which may be brought, commenced or prosecuted against the Proprietor or in which the Proprietor may be involved in consequence of or relating to or arising from the User's manufacture, sale, distribution, export or other dealing with or in relation to any of the Goods and/or the Mark and the User's performance, failure of performance or default, in whole or part under or pursuant to this Licence.

16. COMPLIANCE WITH PROPRIETOR'S DIRECTIONS

If the mark is used by the User upon or in relation to any of the Goods which do not comply in the Proprietor's opinion with the terms and conditions of this Licence then the Proprietor (without prejudice to any other rights which it may have in respect thereof) may demand that the User remove the Mark from the same or withdraw the same from trade, sale or otherwise (as the case may be) or if they have been put into the hands of the ultimate consumer either exchange the same for Goods as do comply with the terms and conditions of this Licence or refund the price paid for them. The User shall comply forthwith at its own expense with such demands.

17. TERMINATION

17.1 The Proprietor may terminate this Licence:

- (a) by giving three (3) calendar month's notice in writing to the User in any circumstances other than as specified in Clause 17.1(b); or
- (b) by giving one (1) calendar day's notice in writing to the user if the User is in the Proprietor's opinion in breach of any term or condition of this Licence.

17.2 This Licence shall be automatically terminated if the User:

- (a) has not used the Mark commercially for (1) calendar year in relation to any of the Goods;
- (b) ceases to carry on business as a producer, exporter, wholesaler, retailer or distributor of the Goods;
- (c) becomes bankrupt or insolvent; or
- (d) fails to pay any annual licence fee at the times referred to in Schedule F.

18. CONSEQUENCES OF TERMINATION

18.1 After termination of this Licence the Proprietor may permit the user to dispose of his remaining stock of Goods without removing the Mark provided:

- (a) such stock complies with the Standards; and
- (b) such disposal is carried out in accordance with the terms of this Licence within a period of three (3) calendar months following the date of termination of this Licence.

18.2 Subject to the preceding the User shall:

- (a) not after termination, for any reason, of this Licence, use the Mark or any symbol or name identical with or similar to the Mark and shall remove the Mark from all of the Goods before they are sold or otherwise disposed; and
- (b) at all times after termination of this Licence allow authorised representatives of the Proprietor during normal working hours to enter any premises where any of the Goods may be to determine whether the use of the Mark has ceased and whether it has been removed from the Goods.

18.3 The User shall forthwith upon the termination of this Licence return to the Proprietor all tags, applications, labels and other like materials bearing the Mark which may be in his possession or control.

19. APPEALS

- 19.1 If the Proprietor terminates this Licence or refuses to do any act or exercises any discretion under this Licence which in the opinion of the User is contrary to this Licence, the User may appeal to the Registrar within twenty-one (21) calendar days thereafter or within such further time as the Registrar may allow.
- 19.2 An Appeal to the Registrar shall be in writing and a copy of the notice of appeal shall be served on the Proprietor within such time as the Registrar allows.

20. INCONSISTENCY

The provisions of the Rules shall at all times prevail over any provision of this Licence which is inconsistent with any of the Rules. If any such provision of this Licence is deemed inconsistent by the Proprietor, such provision shall be deemed to be deleted from this Licence and this Licence shall otherwise remain in full force.

21. MISCELLANEOUS**21.1 Assignment**

The User shall not assign this Licence or any of its rights and/or obligations herein to any third party, save with the prior written consent of the Proprietor, such consent not to be unreasonably withheld. The Proprietor may assign this Licence or any part thereof at its discretion.

21.2 Currency

All moneys specified herein as being payable by any of the parties hereto to the other shall be payable as and in Australian Dollars.

21.3 Severability

In the event of any provision or part thereof of this Licence being held invalid, unenforceable or illegal for any reason, then such provision or part thereof, as the case may be, shall be deemed to be deleted from this Licence and this Licence shall otherwise remain in full force.

21.4 Composition of Licence

With respect to the arrangement which is the subject of this Licence, there are no representations, terms, conditions or warranties affecting the arrangement between the parties hereto other than those embodied herein and this Licence contains the whole of the contract between the parties hereto.

21.5 Variation

This Licence or any part thereof may only be varied, modified, amended or added to only in writing executed by the parties hereto.

21.6 Waiver

No provision of this Licence shall be deemed to be waived except by written express consent executed by the party hereto which is claimed to have waived the relevant provision.

21.7 Notices

All notices required or permitted to be given under this Licence to a party hereto shall be in writing and shall be deemed to have been duly given if left at that party's address, if sent by prepaid ordinary mail or if transmitted by telex or facsimile, and shall be deemed to have been duly given and received:

- (a) when delivered (in the case of it being left at that party's address);
- (b) on the seventh business day after posting (in the case of it being sent by prepaid ordinary mail); or
- (c) on the next business day after transmission (in the case of it being given by telex and that party's answerback being received; or in the case of it being given by facsimile and the transmitter's facsimile machine providing documentation that the transmission has occurred);

to that party at the address of that party as set out in this Licence or such other address as that party may from time to time give notice of to the other party.

21.8 Stamp Duty

All stamp duty incurred in respect of and incidental to the preparation and execution of this Licence shall be borne by the User and shall be paid forthwith upon request by the Proprietor.

21.9 Proper Law and Jurisdiction

This Licence shall be interpreted and governed by the law of the state of New South Wales and the Commonwealth of Australia as applicable. Should any dispute arise in relation to this Licence, such dispute shall be subject to the exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia.

SCHEDULE A

Date of Agreement

Date of Licence:..... day of..... 19...

SCHEDULE B

Name and Address of User

Name of User:.....

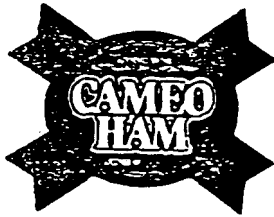
Address of User:.....

.....

Trade Description of User:.....

SCHEDULE C

Mark



SCHEDULE D

Certified Goods

Australian Leg Ham

SCHEDULE E

Standards

The Standards applicable are those as amended from time to time pursuant to the Rules Governing the Use of the Cameo Ham Certification Mark.

SCHEDULE F

Annual Licence Fee

Annual Licence fee payable: five hundred Australian dollars (A\$500.00).

Annual Licence fee from:.....day of.....19.....

to.....day of.....19.....

Annual Licence fee thereafter payable on or before day of each year.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

THE COMMON SEAL of the)
AUSTRALIAN PORK CORPORATION)
was hereunto affixed by)
authority of its Members in)
the presence of:)

.....
Member

.....
Chairperson

SIGNED by)
being duly authorised to do so)
for and on behalf of the User)
in the presence of:)

.....
OR

THE COMMON SEAL of the User)
was hereunto affixed by)
authority of the Board of)
Directors in the presence of:)

.....
Secretary

.....
Director

APPENDIX A

Cameo Ham Specifications

1. Cameo Ham shall be prepared and labelled according to the Food Standards Code, 1987, Section C1-(8). Smoked, full muscled, boneless leg ham.

2. **Origin**

Notwithstanding any amendment to the Food Standards Code or other legislation governing the sale of pork in Australia, the goods shall be of Australian origin.

3. **Weight Range**

The weight range for Cameo Ham shall be 400 grams to 1200 grams.

(Preferred weight range for maximum consumer acceptance is half to one kilogram).

4. **Fat Content**

The Cameo Ham product shall have a maximum chemical fat content of 5%.

5. **Salt Content**

The Cameo Ham product shall have a maximum salt content of 2%.

Manufacturers who produce and label a low salt Cameo Ham shall ensure that the maximum salt content is 1%.

6. **Shape and Appearance**

The Cameo Ham shall have a "natural" shape and avoid any connotation with the consumers' perception of having been "processed", "manufactured" or "pressed".

A roundish/oval shape is acceptable and there can be some irregularity to this shape.

The appearance of a skin-on product is preferred, with netting indentations. Actual netting is optional.

A skin-on product, and thus the appearance of a skin-on product, is thought by consumers to keep the ham fresher and give it an authentic and real ham appearance.

Colour shall be pinkish, because this denotes that the ham is fresh and natural.

7. **Packaging**

Packaging shall make visible to the consumer as much of the Cameo Ham product as possible. The product shall have a "face" visible, which clearly indicates colour, density, muscle conformation, fat content.

Label design and packaging material quality to be approved by the Pork Corporation.

8. **Smoking**

The Cameo Ham shall be naturally smoked. The use of smoke "flavours" shall not be used.

ANNEXURE B

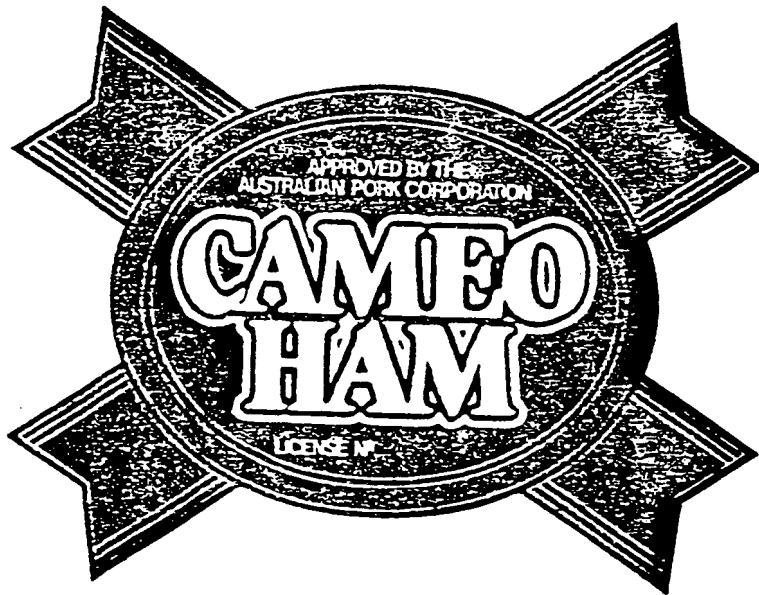
TO RULES GOVERNING THE USE OF
THE CAMEO HAM CERTIFICATION MARK

Mark

Number:

Class:

The Mark:



ANNEXURE C

TO THE RULES GOVERNING THE USE OF THE CAMEO HAM CERTIFICATION MARK

Standards

1. **Preparation and Labelling**

The Goods shall comply with the Food Standards Code, 1987, Section C1-(8).

2. **Origin**

Notwithstanding any amendment to the Food Standards Code or other legislation governing the sale of pork in Australia, the Goods shall be of Australian origin.

3. **Weight Ranged**

The weight range for the Goods shall be 400 grams to 1200 grams.

4. **Fat Content**

The Goods shall have a maximum chemical fat content of five per cent (5%).

5. **Salt Content**

The Goods shall have a maximum salt content of two per cent (2%).

Manufacturers who produce and label any of the Goods as being low salt shall ensure that such Goods have a maximum salt content of one per cent (1%).

6. **Shape and Appearance**

The Goods shall have a "natural" shape which may include a roundish/oval shape.

If possible, the Goods shall have a "skin-on" appearance with netting indentations. Actual netting shall be optional.

The colour of the goods shall be pinkish.

7. **Packaging**

Packaging shall make visible as much of the Goods as is possible.

The Goods shall have a "face" visible, which clearly indicates colour, density, muscle formation and fat content.

8. **Smoking**

The Goods shall be naturally smoked. Smoke "flavours" shall not be used.

ANNEXURE D

TO THE RULES GOVERNING THE USE OF
THE CAMEO HAM CERTIFICATION MARK

Testing Specifications

Fat Content

Chemical fat levels shall be measured by either the ether extraction method described in the Food Standards Code 1987, page 185 under the heading "Fats" or alternatively in Pearson's Chemical Analysis of Foods, 1981 Edition, page 404.

Salt Content

Salt content levels shall be measured by the Volhard method described in Pearson's Chemical Analysis of Foods, 1981 Edition, page 13.

REGISTER/FORM 1

DETAILS RECORDED PURSUANT TO RULE 17 OF
THE AUSTRALIAN PORK CORPORATION'S RULES
GOVERNING THE USE OF THE CAMEO HAM
COMPOSITE WORD AND DEVICE
CERTIFICATION MARK

1. Name of Authorised User:
2. Address for Service:
3. Trade Description:
4. Date of Licence: day of19..
5. Licence Number:
6. Certified Goods:

BLAKE DAWSON WALDRON

L A W Y E R S

URGENT

BY COURIER

Australian Competition and Consumer Commission
Attention: Mr Garry Hone
470 Northbourne Avenue
Dickson ACT 2602

BY MAIL

Registrar of Trade Marks
Attention: Mary Skivington
PO Box 200
WODEN ACT 2606

Dear Mr Hone and Ms Skivington

Australian Pork Corporation
CAMEO HAM Certification Trade Mark

We act for the Australian Pork Corporation.

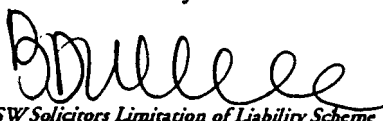
We enclose on behalf of the Australian Pork Corporation an application for the variation of the Rules governing the use of the CAMEO HAM Certification Trade Mark No. 492376. These variations are set out in the attached Schedule of Amendments and are marked in bold type.

You will note that all amendments sought are annexures to the Rules. Some amendments are designed to address the introduction of the GST and the balance are minor and primarily administrative in nature. Accordingly, it is submitted that the amendments will not be of detriment to the public nor constitute a contravention of Parts IV, IVA and V of the *Trade Practices Act 1974*. Further, given the nature of these amendments, we request an expedited approval process.

On behalf of our client, we request the approval of the ACCC to the amendments and a corresponding notification of that approval. We also seek the consent of the Registrar of Trade Marks to the alteration of the Licence Agreement and Standards in accordance with Rule 12. This letter is also notice to the Registrar of the proposed amendments to the Standards in accordance with Rule 13.

Please contact Lisa Ritson or Natalie Hazel should you wish to discuss any aspect of this application.

Yours faithfully



SYDNEY
MELBOURNE
BRISBANE
PERTH
CANBERRA
LONDON
PORT MORESBY
JAKARTA
SHANGHAI
HONG KONG

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Partner
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Contact
Natalie Hazel
Telephone (02) 9258 6462

Our reference
LMR.NTH.12660696

26 October 2000

492376

IP Australia
Documents received on:

2 NOV 2000

PROP&SVCS

Batch No:

111388857

**APPLICATION TO THE AUSTRALIAN COMPETITION AND CONSUMER COMMISSION AND
REGISTRAR OF TRADE MARKS TO AMEND THE RULES GOVERNING THE CAMEO HAM
CERTIFICATION TRADE MARK**

1. Annexure A (Licence Agreement)

1.1 Address of parties – Amend address of Australian Pork Corporation to Level 5 – Suite 502, 174 Pacific Highway, St Leonards, NSW, 2065.

1.2 Clause 3 – add additional sentence – "The Licence Fee is exclusive of GST."

1.3 Clause 5(b) is to be amended as highlighted in bold:

" ... allow representatives of or persons authorised by the Proprietor during normal working hours to visit (subject to prior appointment being made) his places of business and such other places where the Goods are stored, sold or otherwise dealt with by him or his agents and there to **inspect the premises and operations of the User and to select and take away and keep free of charge a reasonable number of samples of the Goods for testing ...** ".

1.4 Clause 5(c) is to be replaced with the following:

"render such assistance to the Proprietor, at the Proprietor's cost, as the Proprietor reasonably requires in order to protect the Mark and preserve its registration".

1.5 Clause 7 is to be amended as highlighted in bold:

"The licence granted herein by the Proprietor to the User to use the Mark is personal to the User and the User shall not without the prior written consent of the Proprietor sublicense the use of, transfer, assign or otherwise deal with any right or interest in the Mark and shall not represent that it is the owner of or has any right, title or interest in the Mark."

1.6 Clause 8.1 is to be amended as highlighted in bold:

"The Mark shall not be used in a manner which is deceptive, likely to mislead or cause confusion or which could bring it into disrepute or diminish the value of the Mark.

1.7 Clause 13 is to be amended as highlighted in bold:

"The User acknowledges that any and all rights created by the introduction, registration, use or otherwise of the Mark including without limitation all right, title, interest and goodwill therein are the sole property of the Proprietor and enures to the Proprietor's benefit exclusively."

1.8 Insert clause 14(g):

"As soon as the User becomes aware of any potential or actual infringement of the Mark, the User must immediately notify the Proprietor of the circumstances".

1.9 Insert clause 22:

22. GST**22.1 Definitions**

Words defined in *A New Tax System (Goods & Services Tax) Act 1999 (Cth)* have the same meaning in this clause.

22.2 GST payable in addition to other consideration

In addition to paying any consideration payable under this Agreement, the User must

- (a) pay to the Proprietor an amount equal to any GST payable for any supply made by the Proprietor under or in connection with this Agreement, without deduction or set off of any other amount; and
- (b) subject to receipt of a tax invoice in accordance with clause 22.3, make that payment as and when the other consideration or part of it must be paid or provided.

22.3 Invoice

The Proprietor must issue a tax invoice to the User for any supply for which the Proprietor may recover GST from the User under this Agreement, and must include in the tax invoice the particulars required by the GST Law for the User to obtain an input tax credit for that GST.

22.4 Adjustments

The Proprietor must promptly create an adjustment note for, or apply to the Commissioner of Taxation for, a refund of, and refund to the User any overpayment by the User for GST, but the Proprietor need not refund to the User any amount for GST paid to the Commissioner of Taxation unless the Proprietor has received a refund or credit of that amount.

22.5 GST on claims

- (a) If a payment to satisfy a claim or a right to claim under or in connection with this Agreement (for example, for breach of any warranty of the User or of the Proprietor or for indemnity or for reimbursement of any expense) gives rise to a liability to pay GST, the payer must pay, and indemnify the payee against the amount of that GST.
- (b) If a party has a claim under or in connection with this Agreement for a cost on which that party must pay GST, the claim is for the cost plus all the GST (except any GST for which that party is entitled to an input tax credit).
- (c) If a party has a claim under or in connection with this Agreement whose amount depends on actual or estimated revenue or which is for a loss of revenue, revenue must be calculated without including any amount received or receivable as reimbursement for GST (whether that amount is separate or included as part of a larger amount)."

3.

2. **Schedule F to the Licence Agreement**

"Annual Licence fee payable: five hundred Australian dollars (A\$500.00), exclusive of GST."

3. **Appendix A to the Licence Agreement**

Replace clause 2 with:

Each significant ingredient of the goods must originate from Australia and all, or virtually all, processes involved in the manufacture of the goods must occur in Australia.

4. **Annexure C to the Rules (Standards)**

Replace clause 2 with:

Each significant ingredient of the goods must originate from Australia and all, or virtually all, processes involved in the manufacture of the goods must occur in Australia.

ANNEXURE B

**TO RULES GOVERNING THE USE OF
THE CAMEO HAM CERTIFICATION MARK**

Mark

Number:

Class:

The Mark:

