

SETTLEMENT AGREEMENT

This Settlement Agreement (this "Agreement") is entered into on 30/10 2017 ("Effective Date") between the following parties: Benchmade Knife Co., Inc. ("Rights Holder") and All Net Holdings (PTY) LTD/Edmund Macdonald ("Registrant"), (Rights Holder and Registrant shall be collectively referred to as the "Parties"), with reference to the following facts:

RECITALS:

- A. The Rights Holder contends and holds trade mark rights in the term "BENCHMADE" of which the domain name <benchmade.co.za> (the "Domain") is a variation of and is currently owned by the Registrant (the "Dispute").
- B. The Rights Holder requests a transfer of the Domain and, in return for the transfer, agrees to forebear from pursuing any legal action, whether for equitable relief or damages, against Registrant in connection with the Domain.
- C. Except as otherwise set forth herein below, all the Parties to this Agreement wish to resolve all issues and matters involved in and/or related to the Dispute.

IT IS THEREFORE AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Adoption of Recitals. The parties hereto hereby refer to, adopt and incorporate herein as though set forth in full, the Recitals set forth above.
2. Consideration. As consideration for Rights Holder's agreement to forego pursuing any legal claims, whether equitable or legal, against the Registrant in the Dispute, the Registrant agrees that they shall transfer the Domain to the Rights Holder within seven (7) days of the execution of this Agreement by all parties, and shall undertake all necessary action, including but not limited to advising the corresponding registrar/ 2nd level provider to effectuate the transfer.
3. Release. All of the Parties to this Agreement intend that this Agreement shall effect full and final satisfaction and release of every claim, demand, or cause of action each may have against the other by reason of any matter or thing arising from the Dispute, except for the executory provisions of this Agreement and the rights and obligations created by this Agreement, the performance of which are an express condition of the following releases.
4. Miscellaneous
 - (a) Further Assurances. Each of the parties hereto shall promptly execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder to carry out the intent of the parties hereto.

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- (b) Registrant undertakes that they will not, directly or indirectly, create, operate, maintain, or host, or assist a third party to create, operate, maintain or host, any website similar to the BENCHMADE website.
- (c) Without limiting the generality of the foregoing, the term "any website similar to the BENCHMADE website" includes the registration and use of domain names which feature identical or confusingly similar variations of the BENCHMADE trade marks, or any other trade mark, trade name or domain name owned by the Rights Holder.
- (d) Modifications or Amendments. No amendment, change or modification of this Agreement shall be valid unless reflected in a single writing signed by all of the Parties hereto.
- (e) Entire Agreement. This Agreement (and the instruments appended hereto and specifically referenced hereinabove) constitutes the entire understanding and agreement of the parties with respect to its subject matter.
- (f) Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto. Nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement. Nor shall any provision herein give any third person any right of subrogation or action over or against any party to this Agreement.
- (g) Notice. Any notice required under this Agreement can and shall be given by Mail and by fax as follows:

Benchmade Knife Co., Inc.
300 Beaver Creek Road
Oregon City
Oregon
97045
United States

AND

All Net Holdings (PTY) LTD/Edmund Macdonald
Lions Square Main Road
Somerset West
7130
South Africa

- (f) Full Authority. Each of the parties and signatories to this Agreement represents and warrants that they have the full right, power, legal capacity and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity.

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Dated: 30/10, 2017



LEM Guthrie
For and on behalf of All Net Holdings (PTY)
LTD/Edmund Macdonald

Dated: 30/10, 2017



Daniel R Smith
Safenames Ltd
For and on behalf of Benchmade Knife Co., Inc.