

## SETTLEMENT AGREEMENT

Entered into by and between:

### TRIZANNE BARNARD

14 van der Horst Ave Kommetjie, 7975  
(hereinafter referred to as "Trizanne Barnard")

AND

### NATIONAL BRANDS LIMITED

30 Sloane Street, Bryanston, 2191, South Africa  
(hereinafter referred to as "National Brands")

(collectively referred to as "the Parties")

## PREAMBLE

1. National Brands is the proprietor in South Africa and elsewhere of the well-known **ZOO** trade mark which it has registered and used for an extensive period of time in relation to its range of biscuits.
2. Trizanne Barnard registered the domain name <[zoobiscuits.co.za](http://zoobiscuits.co.za)> on 17 June 2015 on behalf of a group of wine makers who have been trading collectively under the trade mark **THE ZOO BISCUITS** in relation to wine making and wine marketing services (hereinafter referred to as "the Collective").
3. National Brands filed a domain name complaint against Trizanne Barnard with the South African Institute of Intellectual Property ("SAIIPL") in respect of the <[zoobiscuits.co.za](http://zoobiscuits.co.za)> domain name on 7 November 2017.
4. The Parties wish to settle this matter on the grounds set forth in this agreement.

## NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Trizanne Barnard and the Collective shall phase out all use of the trade mark **THE ZOO BISCUITS** over a period of three months, ending 15 March 2018, and shall transfer the <[zoobiscuits.co.za](http://zoobiscuits.co.za)> domain name to National Brands at the conclusion of this period. The transfer of the <[zoobiscuits.co.za](http://zoobiscuits.co.za)> domain name shall be initiated by way of a transfer ticket sent by National Brands to Trizanne Barnard, which transfer ticket shall be accepted by Trizanne Barnard.
2. National Brands shall pay Trizanne Barnard an amount of R7,500 in respect of the transfer of the <[zoobiscuits.co.za](http://zoobiscuits.co.za)> domain name and Trizanne Barnard's out of pocket expenses in

relation to the registration and subsequent renewal of the <zoobiscuits.co.za> domain name. Payment of the aforesaid amount of R7,500 shall become payable upon transfer of the <zoobiscuits.co.za> domain name to National Brands;

3. Trizanne Barnard and/or the Collective shall adopt the name **ZOO CRU** or **ZOO CREW**, or any other name not confusingly similar to the **ZOO** trade mark of National Brands, and, in particular, not adopt a name incorporating the combination of the words **ZOO** and "biscuit" or "biscuits", in respect of the Collective's wine making and wine marketing services; and
4. National Brands shall not interfere with Trizanne Barnard and/or the Collective's use and registration of the trade marks or domain names **ZOO CRU** or **ZOO CREW**, or any other trade marks or domain names not confusingly similar to the **ZOO** trade mark of National Brands, or which do not incorporate the combination of the words **ZOO** and "biscuit" or "biscuits".

#### GENERAL

1. This agreement shall be binding and effective upon the Parties and their successors and assigns and will inure to the benefit of the Parties and their successors and assigns.
2. This agreement shall be effective and enforceable worldwide and shall be interpreted in accordance with the laws of the Republic of South Africa.
3. This agreement constitutes the entire agreement between the Parties.
4. No addition to or variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by, or on behalf of, the Parties.
5. No waivers of any right under this agreement shall be effective unless reduced to writing and signed by the party waiving such right.

Signed at Kommetjie on this 15th day of December 2017.

Barnard.  
**TRIZANNE BARNARD**

As witnesses:

1. Daniels
2. \_\_\_\_\_

*K*  
*B*

Signed at Sawdton on this 6<sup>th</sup> day of March 2018

[Signature]  
NATIONAL BRANDS LIMITED

Name: VA Crystal  
Capacity: Group legal Executive

As witnesses:  
1. [Signature]  
2. \_\_\_\_\_

[Signature]