

TERMS OF SETTLEMENT

BETWEEN

RAYMOND HOSER

(Applicant)

and

EUROA AGRICULTURAL SOCIETY INC.

and

(Respondent)

RECITALS

- A. In Federal Circuit Court Proceeding number MLG 2279/2022 (the **Proceeding**), the Applicant alleges that the Respondent infringed on Trade Mark 1214301, which contains the words “Snake man”, and Trade Mark 1175589, which contains the word “snakeman” (the **Trade Marks**) in relation to material used by the Respondent to promote the 2022 Euroa Agricultural Show.
- B. The Respondent denies infringing the Trade Marks.
- C. Without any admission as to facts, fault, liability or otherwise, and purely for commercial reasons, the parties have agreed to resolve this dispute on the terms set out below.

OPERATIONAL PROVISIONS

A. SETTLEMENT

- 1. In full and final settlement of this dispute and the Proceeding, the Respondent will pay to the Applicant the amount of \$40,000, inclusive of interest and legal costs (**Settlement Sum**) within 28 days of the date these Terms of Settlement being executed by all parties.
- 2. Payment of the Settlement Sum must be paid to the following account:

Name: REPTILE PARTY PTY LTD
BSB: 083 004
Account No.: 912726445
Reference: Euroa Agricultural Society

B. MUTUAL RELEASES

- 3. The Applicant hereby severally releases and forever discharges the Respondent, its directors, officers, assignees or successors from any liability past, present or future from all claims, suits, demands, actions or proceedings arising out of or connected with the Proceeding.

4. The Respondent releases and forever discharges the Applicant from any liability past, present or future from all claims, suits, demands, actions or proceedings arising out of or connected with the Proceeding.

C. PROCEEDING

5. Upon execution of this Agreement, the Respondent will organise proposed Orders for the execution of the Parties to the effect that the Proceeding is struck out with a right of reinstatement and that there be no order as to costs. Each Party will co-operate in the execution and filing of these Orders.

D. BAR TO PROCEEDINGS

6. Subject to the terms of clause 5 of this Agreement, this Agreement may be pleaded by:
 - a. the Applicant as a complete defence to any action, proceeding, suit or complaint which may be taken or commenced by the Respondent for any claim released and discharged in clause 4 of this Agreement;
 - b. the Respondent as a complete defence to any action, proceeding, suit or complaint which may be taken or commenced by the Applicant for any claim released and discharged in clause 3 of this Agreement.

E. DEFAULT IN PAYMENT

7. If, in the event that the Respondent does not pay to the Applicant the Settlement Sum in accordance with Clauses 1 and 2 above, then the parties irrevocably consent to the following:
 - a. the whole of the Settlement Sum, less any payments previously made by the Respondent, will immediately become due and payable as a debt due;
 - b. the Applicant will be at liberty to commence a proceeding and to obtain judgment or a determination against the Respondents including all costs incurred in doing so on an indemnity basis;
 - c. this Terms of Settlement may be produced by the Applicant as conclusive evidence of all necessary consents on the part of the parties to this Terms of Settlement; and
 - d. the Applicant must file and serve an affidavit setting out details of the alleged default including details of any payments made and the orders sought (including calculation of the outstanding balance and any interest and costs).

OTHER MATTERS

8. These Terms of Settlement may be executed in counterparts, meaning that the execution will be complete when each party holds a copy of this Terms of Settlement signed by the other party, even though the signatures of both parties do not appear on the same copy.
9. The laws of Victoria govern this Terms of Settlement and each party agrees to submit

to the jurisdiction of the Courts and Tribunals of Victoria.

10. The parties hereby agree that they may not disparage each other in respect of these Terms of Settlement, the subject matter of the Proceeding or in any way whatsoever.
11. There is no confidentiality in these Terms of Settlement.

EXECUTED AS AN AGREEMENT : 6 December 2023

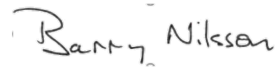
Executed by **RAYMOND
HOSER**:



6 December 2023

Raymond Hoser

Executed by **BARRY NILSSON
LAWYERS** for and on behalf of
THE RESPONDENT



Barry Nilsson Lawyers