

IN THE FEDERAL HIGH COURT
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT ABUJA

SUIT NO. FHC/ABJ/CS/139/2025

BETWEEN:

RITE FOODS LIMITED

AND

MAMUDA BEVERAGES NIGERIA LIMITED

PLAINTIFF

DEFENDANT



TERMS OF SETTLEMENT

WHEREAS:

WHEREAS Rite Foods Limited (the "Plaintiff") and Mamuda Beverages Nigeria Limited (the "Defendant") (hereinafter collectively referred to as the "Parties") in the above-named suit have agreed to amicably settle the dispute leading to the instant suit. These Terms of Settlement shall be entered as the Judgment of the Federal High Court, Abuja Judicial Division

BACKGROUND

1. The Plaintiff commenced the instant Suit against the Defendant vide a Writ of Summons, Statement of Claim and other accompanying processes dated 28th January, 2025.
2. By the instant Suit, the Plaintiff inter alia seeks declaratory reliefs against the Defendant.
3. The Plaintiff also sought and obtained injunctive reliefs against the Defendant to restrain the Defendant from injunctive and Anton Pillar reliefs, effectively


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restraining the Defendant from *inter alia* commencing and or continuing, taking any step or action, in manufacturing, producing, supplying, distributing, selling, offering for sale, advertising, or marketing in any other manner, the product known as "Pop Power Energy Drink" in Nigeria or any other product with a design that is closely resembling/similar in appearance to the Plaintiff's registered design no. **"NG/DS/NT/2020/1099 FEARLESS CLASSIC AND FEARLESS RED BERRY ENERGY DRINK BOTTLE 500ML DESIGN"** and trademark registration no. 38227 in the Trademarks, Patents and Designs Registry, Federal Ministry of Industry, Trade & Investment, F.C.T., Abuja, pending the hearing and determination of the Motion on Notice for interlocutory injunction filed by the Plaintiff.

4. Pursuant to the Order of the Honourable Court, the injunctive and Anton Piller orders were executed at the Defendant's premises at Challawa Industrial Area, Kano State, where the Plaintiff discovered a total of 23,672 (Twenty-three thousand six hundred seventy-two) packs of 12 units of the Defendant's product which had already been produced, along with about 744 "pop power Energy Drink" labels/stickers.
5. The Parties, being desirous of amicably resolving the dispute leading to the instant Suit, held settlement discussions and have reached an agreement upon the terms set out in the succeeding paragraphs.
6. Reference to the Parties or any entity in these Terms of Settlement shall include their affiliates, shareholders, directors, officers, employees and/or agents and any person or entity who may claim through them.
7. Each party to these Terms of Settlement represents and warrants that it has the requisite authority to execute these Terms of Settlement.
8. These Terms of Settlement are not an admission of liability or capitulation or surrender to the claims of the Plaintiff in the action of Suit no. **FHC/ABJ/CS/139/2025** and will not be interpreted and construed as such.

NOW IT IS HEREBY AGREED AS FOLLOWS:

Product Design Modifications

1. The Defendant shall effect the following modifications to the product design of its Pop Power Energy Drink before resuming production and sale:
 - a. The bottle cap shall be changed to a different color.
 - b. The two existing border lines on the product label shall be modified to a new color.
 - c. The word "Classic" on the label shall be replaced with an alternative term.
 - d. The color of the bottle shall not be black or gray and shall be adjusted to a different color.

Destruction of Products

2. The Defendant agrees that all products and stickers, which have been removed from its premises (to the premises of the Federal High Court) shall be destroyed within seven (7) days of the execution of the Terms of Settlement and before the adoption of the Terms of Settlement, in the presence of the Plaintiff and Defendant representatives under the supervision of the Deputy Chief Registrar or any other officer from his office at the Federal High Court, Kano Judicial Division.
3. The remaining packs of the products which have been sealed off at the Defendant's premises shall also be destroyed within seven (7) days of the execution of the Terms of Settlement and before the adoption of the Terms of Settlement under the supervision of the Plaintiff's and Defendant's representatives under the supervision of the Deputy Chief Registrar or any other officer from his office at the Federal High Court, Kano Judicial Division.

Undertaking

4. The Defendant undertakes and covenants that the manufacture, distribution and sale of its product, "MAMUDA POP POWER ENERGY DRINK" shall be in conformity with the modifications stipulated in Paragraph 1 above.
5. The Defendant undertakes and covenants that it shall not, either directly or indirectly, manufacture, distribute, market, or sell any other product that is identical or substantially similar to the Plaintiff's Fearless Energy Drink product in a manner that infringes on the Plaintiff's intellectual property rights.

Non-Disparagement

6. The Parties agree not to make or publish any disparaging statements or comments about each other or this settlement in any form, including on social media or traditional media.

Discharge of Liability

7. These Terms of Settlement shall be a final release and discharge of the Defendant from any claims or liability arising from or connected with the subject suit and the Plaintiff shall not institute any other action in respect of the claims in any court.
8. The parties agree that if the Defendant breaches these Terms of settlement, the Plaintiff shall be at liberty to proceed against the Defendant for any liability suffered as a result of the breach.
9. The Parties including their successors, represent that the person(s) signing below have the authority to bind the Parties to this Terms of Settlement, such persons having been duly and validly authorized to do so and that all necessary corporate approvals have been obtained.

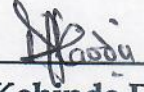


10. The Plaintiff and the Defendant agree that all the terms stated herein shall be adopted as Terms of Settlement and made the Consent Judgment of this Honourable Court as between the Plaintiff and the Defendant in this Suit, and same shall be a bar to any future action or suit by any of the Parties herein with respect to the same subject matter.

DATED THIS 25th DAY OF FEBRUARY 2025



Mr. Seleem Adegunwa
Managing Director/CEO
For the Plaintiff

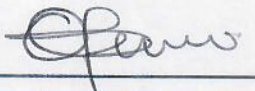


Kehinde Daodu
Plaintiff's Counsel



Hassan Mammoud
Chairman and Chief Executive Officer
For the Defendant

MAMUDA BEVERAGES NIGERIA LIMITED



Lydia Oluwakemi Oyewo ACI Arb(UK)
Defendant's Counsel