

# **TRADICION 925 SA DE CV**

**Av Porfirio Díaz 125Noche Buena,  
Benito Juárez, 03720 Ciudad de México,  
CDMX, Mexico.**

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contacto@tradicion925.com**

## **SETTLEMENT AGREEMENT**

**This Settlement Agreement (the “Agreement”) is entered into as of the 22nd day of September 2022, by  
and between**

**Tradicion 925 Sa De Cv (Licensor)**

**And**

**HBS Systems Inc (Licensee)**

### **RECITALS**

**HBS Systems Inc identified Tradicion 925 Sa De Cv, as being the Licensed owner of ZNT-D08 that Owner’s investigators identified as having translated and developed product software in Spanish; thereby breaching copyright License agreement of January 11, 2021.**

**The parties desire to enter into this Agreement and avoid litigation. NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties enter into the following agreement.**

### **AGREEMENT**

#### **1. SETTLEMENT MONEY:**

**HBS Systems Inc shall pay Tradicion 925 Sa De Cv, Fifty Eight percent (58%) of profitmade by unauthorized production and sales totaling to the sum of Four Million Seven Hundred Thousand Dollars Only. (\$ 4,700,000.00). The Settlement Money shall be in the form of a bank wire transfer, payable to any attorney designated by Tradicion 925 Sa De Cv, on or before December 31st, 2022. Time is of the essence.**

#### **2. CONFIDENTIALITY:**

**Non Admission. The terms of this Agreement shall be kept confidential. Notwithstanding therefore going, in the event of any legal action or proceeding or asserted requirement under applicable law or government regulations requesting or demanding disclosure of this Agreement or the terms hereof, the recipient shall forth with notify the other party in writing of such request so that the other party may seek an appropriate protective order or take other protective measures. If, in the absence of a protective order, the recipient believes it is compelled to disclose this Agreement or the terms hereof, the recipient may disclose this information without liability. This Agreement is the result of a compromise and shall not be construed as an admission by the Parties of any liability, wrongdoing, or responsibility on their part or on the part of their predecessors, successors, parents,**

subsidiaries, affiliates, attorneys, officers, directors, or employees. Indeed, the parties expressly deny any such liability, wrongdoing, or responsibility.

### **3. RELEASES.**

(a) Tradicion 925 Sa De Cv, shall release, acquit, satisfy and HBS Systems Inc and his, her or its officers, agents, shareholders, subsidiaries, affiliates, insurers, assigns and other representatives of and from all, and all manner of all charges, claims, actions, rights, demands, debts, obligations, damages or accountings of whatever nature, in law or in equity, based upon any actual, potential or attempted infringement of Tradicion 925 Sa De Cv.

Exclusive rights to the Work occurring, if at all, on or prior to the Effective Date upon receipt in full of the Settlement Money. For the avoidance of doubt, this Agreement does not release HBS Systems Inc from any liability Tradicion 925 Sa De Cv, may have for any infringement of Owner's rights to the Work occurring at any time after the effective Date or any infringement occurring at any time of Owner's rights in any other copyright protected work other than the Work. HBS Systems Inc fails to pay the full amount of the Settlement Money in a timely manner then each party acknowledges Tradicion 925 Sa De Cv, has expressly reserved the right to proceed against HBS Systems Inc in a copyright infringement suit asserting infringement prior to the Effective date of the work through which Tradicion 925 Sa De Cv, seeks damages in excess of the balance then due for the Settlement Money.

(b) HBS Systems Inc hereby releases, acquits, satisfies, and forever discharges Tradicion 925 Sa De Cv, and its officers, agents, shareholders, subsidiaries, affiliates, insurers, assigns, and other representatives of and from all, and all manner of all charges, claims, actions, rights, demands, debts, obligations, damages or accountings of whatever nature, in law or in equity, based upon any events, claims, actions or inactions that occurred prior to the effective Date.

### **4. COUNSEL**

**Independent Counsel.** Each party acknowledges that it has received independent legal advice from its counsel, or has had the opportunity to seek advice from counsel, with respect to the facts and this Agreement.

### **5. FEES AND COSTS**

Each party shall be responsible for paying its respective legal expenses and costs incurred in connection herewith and no moneys will be exchanged except as otherwise provided for herein. Should it become necessary for the Owner to institute a legal action to collect any portion of the Settlement Money, or to recover upon a worthless check, Tradicion 925 Sa De Cv, shall be entitled to recover from HBS Systems Inc reasonable attorneys' fees, costs along with accrued interest associated with any such collection effort.

## **6. BINDING EFFECT.**

**This Agreement shall inure to the benefit of and be binding upon the parties hereto and to their respective successors and legal representatives.**

## **7. NON-WAIVER.**

**No provision of this Agreement shall be adjudged waived unless any such waiver is signed by the party against whom the waiver is asserted. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.**

## **8. SEVERABILITY.**

**If any provision or application of this Agreement shall be held invalid or unenforceable then any such provision shall be deemed severed from this Agreement and the remaining provisions and applications of this Agreement shall not be affected, but rather shall remain valid and enforceable.**

## **9. ENTIRE AGREEMENT.**

**This Agreement constitutes the entire agreement and supersedes any and all other understandings and agreements between the parties with respect to the subject matter hereof and no representation, statement or promise not contained herein shall be binding on either party. This Agreement may be modified only by a written amendment duly signed by each party.**

## **10. EXECUTION IN COUNTERPARTS.**

**This Agreement may be executed in two or more counterparts each of which shall be deemed an original and each of which when combined with the other shall constitute one and the same instrument.**

## **11. SUCCESSORS AND ASSIGNS.**

**This Agreement shall be binding on and inure to the benefit of all parent companies, affiliates, subsidiaries, related companies, defendants, franchisees, successors and assigns of each of the parties here to.**

## **12. JOINTLY DRAFTED.**

**The parties to this Agreement have cooperated in the drafting and preparation of this Agreement.**

**Therefore, this Agreement shall not be construed against either party on the basis that the party was the drafter.**

**13. RECITALS.**

The recitals are made a part hereof.

**14. AUTHORITY.**


Each of the undersigned signatories hereby represents and warrants that he or she has the authority to bind the entity on whose behalf he or she is signing this Agreement.

IN WITNESS WHEREOF, the parties have set forth their hands below.



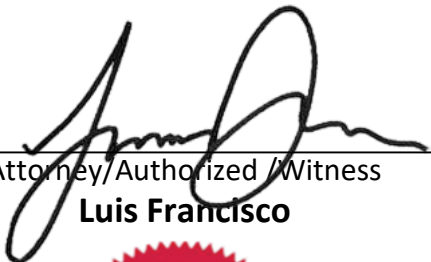
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Licensor  
**MARTIN ARTURO**  
**TRADICION 925 SA DE CV**  
**CEO**



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Licensee  
**CHAD STONE**  
**HBS SYSTEMS INC**  
**PRESIDENT, CEO**



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Attorney/Authorized /Witness  
**Luis Francisco**

