

SETTLEMENT LETTER

From: _____
To: _____
Re: _____

This Settlement Letter (the “Agreement”) confirms the terms and conditions agreed upon by the parties in connection with the resolution of all claims, demands, and disputes arising out of or related to the matters referenced above. This Agreement is intended to be a legally binding and enforceable contract under the laws of Canada.

1. Settlement Amount

The total settlement amount payable under this Agreement is CAD _____ (the “Settlement Amount”). The Settlement Amount shall be paid as follows:

- A lump sum payment of CAD _____ due upon execution of this Agreement. - Any remaining balance payable on or before _____.

2. Release of Claims

Upon receipt of the Settlement Amount in full, each party hereby fully and finally releases and discharges the other party, including its affiliates, officers, directors, employees, agents, successors, and assigns, from any and all claims, demands, actions, causes of action, liabilities, or obligations, whether known or unknown, suspected or unsuspected, arising out of or related to the matters referenced in this Agreement.

3. Confidentiality

The parties agree to keep the terms and existence of this Agreement confidential and shall not disclose any information regarding this settlement to any third party except as required by law or with prior written consent of the other party.

4. No Admission of Liability

This Agreement and the payments made hereunder shall not be construed as an admission of liability or wrongdoing by any party, all parties expressly denying any such liability.

5. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Canada and the applicable province or territory. The parties irrevocably submit to the exclusive jurisdiction of the courts located within the applicable province or territory for the resolution of any disputes arising under or in connection with this Agreement.

6. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, and agreements between the parties. Any modifications to this

Agreement must be made in writing and signed by all parties.

7. Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any way.

8. Counterparts and Execution

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed to have the same legal effect as originals.

SETTLING PARTY SIGNATURE

RELEASING PARTY SIGNATURE

Signature: _____

Signature: _____

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