

SETTLEMENT AGREEMENT

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SETTLEMENT AGREEMENT, entered into in the Municipality of, Province of (*insert name of province*), Canada.

BETWEEN: V1 (*name of individual*), (*occupation*), domiciled and residing at (*insert civic number and street name*), in the Municipality of (*insert name of municipality*), Province of (*insert name of province*), (*postal code*);

OR

V2 (*corporate or business name*), a corporation duly incorporated pursuant to the Act (*name of statute under which the corporation was incorporated*), having its principal place of business at (*insert civic number and street name*), in the Municipality of (*insert name of municipality*), Province of (*insert name of province*), (*postal code*);

OR

V3 (*corporate or business name*), a corporation duly incorporated pursuant to the Act (*name of statute under which the corporation was incorporated*), having its head or registered office at (*insert civic number and street name*), in the Municipality of (*insert name of municipality*), Province of (*insert name of province*), (*postal code*), represented by (*name of representative*), its (*title of representative*), duly authorized for the purposes hereof;

OR

V4 (*corporate or business name*), a corporation, duly incorporated pursuant to the Act (*name of statute under which the corporation was incorporated*), having its head or registered office at (*insert civic number and street name*), in the Municipality of (*insert name of municipality*), Province of (*insert name of province*), (*postal code*), and duly registered under number (.....) in accordance with (*insert name of statute pursuant to which the entity is registered*), represented by (*name of representative*), its (*title of representative*), duly authorized for the purposes hereof as he/she so declares [or as indicated in the resolution of the [sole director or board of directors]];

HEREINAFTER REFERRED TO AS "PLAINTIFF ";

AND: (*identification of defendant*);

HEREINAFTER REFERRED TO AS "DEFENDANT ";

RECITALS

THE PARTIES MAKE THE FOLLOWING REPRESENTATIONS:

- A) The PARTIES are currently involved in a dispute opposing PLAINTIFF, who is claiming damages on the basis of an alleged breach by DEFENDANT, who contests such claim, of an agreement entered into on (date) by the opposing parties;
- B) This dispute is currently pending in (identification of the court in which the proceedings were instituted and, if applicable, specify the file number);
- C) All of the PARTIES have mutually agreed to end the dispute;
- D) The PARTIES wish to set out in writing the terms of their settlement;
- E) It is the intent of the PARTIES that this settlement constitute a transaction.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

0.00

INTERPRETATION

0.01

Definitions

Unless otherwise indicated, capitalized words and expressions appearing in the Agreement shall be interpreted or construed as follows:

0.01.01 Agreement

means this agreement including its recitals and schedules, any related or ancillary agreement or document identified therein, as well as any amendment made thereto from time to time by the PARTIES in compliance with Section 12.03; the terms "herein", "hereof", "hereto", "herewith", "hereunder", "hereby" and other similar terms, when used in the Agreement, shall generally refer to the agreement as a whole rather than to a specific part thereof, unless otherwise indicated in the text;

0.01.02 Legal Representatives

means, in respect of each PARTY and, as the case may be, its authorized assignee, when a natural person, the executors of his estate or administrators of his property, his legal heirs, legatees, devisees, successors or mandataries and, when a corporation, its directors, officers, shareholders, members, employees and representatives;

0.01.03 PARTY

refers to a signing party to the Agreement and includes its Legal Representatives.

0.02 Precedence

The Agreement reflects the entire understanding between the PARTIES. It supersedes all other written or verbal promises or covenants made prior to its signing in addition to any schedules hereto attached and all amendments agreed upon by the PARTIES which do not comply with Section 12.03 of the Agreement.

0.03 Jurisdiction**0.03.01 Governing Law**

The Agreement shall be interpreted, construed and performed in accordance with applicable Laws of the Province of (*insert name of province*) and of Canada.

0.03.02 Non-compliance**a) Severability**

In the event that any provision of the Agreement is deemed to be invalid or unenforceable, such provision shall, whenever possible to do so, be interpreted, construed, limited or if necessary severed to the extent necessary to eliminate such invalidity or unenforceability. All the remaining provisions of the Agreement shall remain valid and continue to bind the PARTIES.

b) Substitute Provision

If required, the PARTIES agree to negotiate in good faith a valid enforceable substitute provision which most nearly reflects the PARTIES' original intent in entering into the Agreement or to provide an equitable adjustment in the event no such provision can be added.

1.00 PURPOSE