**SETTLEMENT AGREEMENT**

This Settlement Agreement (referred to as the "**Agreement**") takes effect on [DATE] (the "**Effective Date**"), by and between [PARTY NAME], a [corporation/LLC/[OTHER ENTITY TYPE]] organized under the laws of [JURISDICTION OF ORGANIZATION], with its main office at [ADDRESS] ("**Party A**"), and [PARTY NAME], a [corporation/LLC/[OTHER ENTITY TYPE]] formed in [JURISDICTION OF ORGANIZATION] with its headquarters at [ADDRESS] ("**Party B**"). In this Agreement, Party A and Party B are individually referred to as a "**Party**" and collectively as the "**Parties**".

A dispute has arisen between the Parties concerning [DESCRIBE DISPUTE]. Legal proceedings were initiated on [DATE] in the [COURT] under case number [CASE NUMBER] (the "**Proceedings**") by [INSERT PARTY NAME] against [INSERT PARTY NAME] regarding [DESCRIBE CLAIM AND ANY RELEVANT AGREEMENT] (the "**Dispute**").

The Parties have agreed to resolve the Dispute and have reached a full and final settlement. They intend to document the binding terms of this settlement in this Agreement.

1. **BINDING NATURE OF THE AGREEMENT**

The Parties acknowledge that, upon [CONDITION], this Agreement shall become fully binding and enforceable **OR** Unless and until [CONDITION] occurs, this Agreement shall have no legal effect.

1. **SETTLEMENT PAYMENT TERMS**
	1. [INSERT PARTY NAME] shall pay [INSERT PARTY NAME] the total sum of $[AMOUNT] in installments via bank transfer to [BANK DETAILS] as follows:
		1. $[AMOUNT] to be paid on or before [DATE];
		2. $[AMOUNT] to be paid on or before [DATE]; and
		3. $[AMOUNT] to be paid on or before [DATE].
	2. Interest shall accrue on any outstanding portion of the $[AMOUNT] not paid in accordance with Section 2.1 at a rate of [INSERT PERCENTAGE] per annum above the prime rate of [NAME OF BANK].
2. **CASE DISPOSITION**

The Parties consent to, and shall take all necessary steps to obtain, an order substantially in the form of the draft order in Exhibit A **OR** The Proceedings shall be dismissed [with prejudice/without prejudice and with no order as to costs], and the Parties consent to and shall take all necessary steps to obtain an order substantially in the form of the draft order in [Exhibit A].

1. **MUTUAL RELEASE**
	1. This Agreement constitutes a full and final settlement of all claims, and each Party hereby releases, discharges, and forever waives any and all actions, claims, rights, demands, and set-offs, whether in law or equity, whether known or unknown, suspected or unsuspected, that it or its Related Parties ever had, currently has, or may in the future have against the other Party or its Related Parties, arising from or relating to:
		1. the Dispute;
		2. [the underlying facts related to the Dispute;]
		3. [the Proceedings;]
		4. [any prior agreements, transactions, or conduct between the Parties or their Related Parties; and]
		5. [any other matter arising from or connected to the relationship between the Parties.]

(collectively, the “**Released Claims**”).

* 1. For the purposes of this Agreement, “**Related Parties**” means a Party’s parent, subsidiaries, assigns, transferees, representatives, principals, agents, officers or directors.
1. **COVENANT NOT TO SUE**
	1. Each Party, on behalf of itself and its Related Parties, agrees not to sue, initiate, voluntarily assist, or participate in any legal action, claim, suit, or proceeding against the other Party or its Related Parties in connection with any of the Released Claims, whether in this jurisdiction or any other.
	2. The provisions of Section 4 and Section 5.1 do not apply to, and the Released Claims do not include, any claims arising from a breach of this Agreement.
2. **LEGAL COSTS**
	1. Each Party shall be responsible for its own legal costs incurred in connection with the Dispute and this Agreement.
	2. This Section 6 supersedes and overrides any prior agreements between the Parties and any court order regarding legal costs related to the Dispute [and the Proceedings], as well as any costs associated with implementing the terms of this Agreement.
3. **WARRANTIES AND AUTHORITY**
	1. Each Party represents and warrants that it has not sold, transferred, assigned, or otherwise disposed of any interest in the Released Claims.
	2. Each Party further represents and warrants that it has the full legal right, power, and authority to execute, deliver, and perform this Agreement, including, without limitation, the release set forth in Section 4, the covenant not to sue in Section 5, and the indemnification obligations in Section 8, on behalf of itself and its Related Parties.
4. **INDEMNIFICATION**

Each Party shall indemnify, defend, and hold harmless the other Party from and against all costs, expenses, and damages, including but not limited to attorneys’ fees and legal costs, arising from any future claims, actions, or proceedings brought by such Party or its Related Parties in connection with any of the Released Claims.

1. **NO ADMISSION OF LIABILITY**

This Agreement is made as part of a negotiated resolution of disputed matters and in consideration of other factors. It does not constitute, and shall not be interpreted or represented by either Party as, an admission of liability, wrongdoing, or legal violation by either Party or any other person or entity.

1. **SEVERABILITY**

If any provision or part of this Agreement is determined to be invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary to make it valid, lawful, and enforceable. If modification is not possible, the affected provision or part thereof shall be deemed deleted. Such modification or deletion shall not impact the validity or enforceability of the remaining provisions of this Agreement.

1. **ENTIRE AGREEMENT**
	1. This Agreement represents the entire understanding between the Parties and supersedes all prior agreements, promises, assurances, warranties, representations, and understandings, whether written or oral, relating to its subject matter.
	2. Each Party acknowledges that it has no remedies concerning any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not expressly included in this Agreement. Each Party further agrees that it has no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement contained in this Agreement.
2. **CONFIDENTIALITY**
	1. The terms of this Agreement and all related negotiations are confidential to the Parties and their advisors. Neither Party shall disclose or communicate them to any third party [without the prior written consent of the other Party], except:
		1. to the Parties’ respective auditors, insurers, and legal counsel, provided such disclosures maintain confidentiality;
		2. as required by a court order or legal obligation imposed by a governmental or regulatory authority;
		3. as mandated by the rules of any stock exchange or listing authority to which a Party is subject;
		4. to the extent necessary to implement or enforce any provisions of this agreement; [and]
		5. to issue an agreed statement in the following terms (or terms substantially similar): [INSERT AGREED STATEMENT].
	2. The Parties may acknowledge the existence of a settlement but shall not disclose its terms.
	3. Nothing in this Section 12 prevents either Party from making disclosures to a regulator regarding suspected misconduct, regulatory violations, or to law enforcement agencies in connection with a criminal investigation or prosecution.
3. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of California, without regard to any principles of conflict of laws. Any legal action, suit, or proceeding arising out of or related to this Agreement shall be brought exclusively in the courts of the State of California, and each Party irrevocably consents to the exclusive jurisdiction of such courts. The Parties waive any objections related to improper venue or the doctrine of forum non conveniens.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date of last signature.

 [NAME OF PARTY]

 By:

 Name:

 Title:

 [NAME OF PARTY]

 By:

 Name:

 Title:

**EXHIBIT A**

**DRAFT ORDER**