SETTLEMENT AGREEMENT

This Settlement Agreement is made effective this (the "Effective Date"), by and between:	
1.	Mrs
2.	Mr

WHEREAS the Parties, by mutual concessions, wish to enter into the present Settlement Agreement in order to entirely, finally and definitively settle and end all past, present disputes between them, existing at present, or existing between them in the future based on facts or elements which occurred prior to the Effective Date and which are in connection with the above-mentioned agreement, its conclusion, execution (performance), interpretation, validity, application or termination;

NOW THEREFORE, the Parties agree as follows:

1.- TERMINATION OF DISPUTE AND PAST AGREEMENTS

The "Dispute" means any conflict, litigation, difference of opinion, or legal proceedings existing at present, or existing in the future on the basis of elements or facts which occurred prior to the Effective Date, between the Parties, parties controlled by them, parties controlling them, in connection with the agreement, its conclusion (formation), execution (performance), interpretation, validity, application or termination.

The Parties hereby irrevocably agree that, subject to the terms and conditions of this Agreement, the Dispute is terminated.

The Parties explicitly agree that they will not bear any liability or responsibility towards each other in case any of the Parties would suffer any adverse effect as a direct or indirect consequence of the Dispute.

The Parties declare that none of them owes any of the other Parties any amount of money as of the execution of the present Agreement in accordance with its terms and conditions, and more in particular after payment of the Settlement Amount.

2.- RELEASE AND DISCHARGE

Subject to correct and complete performance of their respective obligations under this Agreement, each of the Parties hereby releases and discharges the other – and/or their past or present employees, directors, managers or agents – from any and all claims and causes of action pursued by themselves, on the basis of or in relation to any fact, element, document, omission, action, transaction, event or fault which occurred prior to the Effective Date. Further if there is any requirement in future of the second party for filing of any pending returns or completion of any compliances, he shall be available for signing or shall provide the authority to use his Digital Signatures.

3- CONFIDENTIALITY

The Parties agree to keep confidential and not disclose to any third party the terms and conditions of this Agreement or the existence thereof, except as is necessary to effectuate any term or provision of this Agreement, including any subsequent litigation to enforce this Agreement, or except as required by law or court order.

4– ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and there are no inducements, representations, warranties, or understandings that do not appear within the terms and provisions of this Agreement. This Agreement may be modified only by a writing signed by all Parties.

5- SEVERABILITY AND CONSTRUCTION

If any provision of this Agreement is found under the laws of any jurisdiction to be invalid, illegal or unenforceable it shall to that extent be deemed not to form part of this Agreement. The invalidity, illegality or unenforceability of that provision in that jurisdiction shall not in any way affect the other provisions of this Agreement in that jurisdiction, and shall not affect the validity, legality or enforceability of all the provisions of the Agreement in any other jurisdiction.

The Parties shall attempt to substitute for any invalid, illegal or unenforceable provision a valid, legal and enforceable provision that achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid, illegal or unenforceable provision.

The Parties declare to have read and understood the entire Agreement and to agree to all of its terms.

6- BINDING EFFECT

This Agreement shall be binding on the Parties, their successors in interest, and present and future, assignees or acquirers, including any acquirer of substantially all of the assets of a Party.

IN WITNESS HEREOF, the Parties have caused their duly authorized representatives to execute this Agreement to be effective as of the Effective Date.

For Party 1

For Party 2

Witness

1.

2.