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| **C A N A D A** |  |
|  |
| PROVINCE OF QUÉBEC |
| DISTRICT OF MONTREAL |
|  |  |
|  | **PLAINTIFF NAME** having a place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_(CITY), district of \_\_\_\_\_\_\_\_\_\_\_, province of Québec, \_\_\_\_\_\_\_ (POSTAL); |
|  | (hereinafter "**Plaintiff**") |
|  |  |
|  | vs. |
|  |  |
|  | **DEFENDANT NAME** having a place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_(CITY), district of \_\_\_\_\_\_\_\_\_\_\_, province of Québec, \_\_\_\_\_\_\_ (POSTAL); |

(hereinafter "**Defendant**")

**TRANSACTION, RELEASE AND DISCHARGE**

**WHEREAS** Plaintiff performed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*describe service(s) Plaintiff rendered to Defendant*) for Defendant and issued invoices corresponding to said services, as per the statement of account annexed hereto (the "**Services**");

**WHEREAS** the parties have agreed to settle any and all of Plaintiff's outstanding invoices issued to Defendant for the Services rendered in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOLLARS ($\_\_\_\_\_.00);

**WHEREAS** the parties wish to enter into a Transaction, Release & Discharge agreement to settle their differences pertaining to the Services and provide for the mutual release and discharge of one another, as regards any and all duties, obligations and liabilities which have arisen, may arise and/or result from any or all previous agreements, invoices, contracts or transactions between them, whether verbal or written, as well as any involvement or relationship they may have had, in any capacity whatsoever (individually or collectively);

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. The preamble shall form an integral part of this Transaction, Release & Discharge.
2. That in consideration of the present Transaction, Release & Discharge, Defendant shall pay to Plaintiff, an amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_dollars ($\_\_\_\_\_.00) in capital, interest and costs, with taxes included (the “**Payment**”).
3. That for good and valuable consideration received, the parties grant one another, their heirs, successors, assigns, agents, attorneys, mandataries, directors, officers, shareholders and/or legal representatives, full and final release and discharge from any and all actions or claims, pretended actions or claims, liabilities and/or obligations of any nature whatsoever, past, present or future, which have arisen, may arise and/or result from any or all previous agreements, invoices, contracts or transactions entered into between the parties, including but not limited to the Services that Plaintiff rendered to Plaintiff.
4. That the parties acknowledge that this Transaction, Release & Discharge, is voluntary, made in full and final settlement of the dispute and that neither the consideration given for entering into this Transaction, Release & Discharge is to be construed as an admission.
5. The parties acknowledge and agree that this Transaction, Release & Discharge has been entered into in complete and strict confidentiality, and any and all of the terms and conditions of said agreement, are of a strict confidential nature and shall not be misappropriated, disclosed, divulged or distributed in-any manner whatsoever, presently or in the future, unless required to do so by any lawful authority or their financial and/or legal advisor, without the prior written consent of both parties.
6. That the parties acknowledge that they have had the opportunity to seek legal advice before entering into this Transaction, Release & Discharge.
7. The parties confirm that the present settlement constitutes a transaction in virtue of articles 2631 and following of the *Civil Code of Quebec*.
8. That this Transaction, Release & Discharge is drafted in the English language at the request of the parties. *La présente Transaction et Reçu-Quittance est rédigée en langue anglaise à la demande des parties.*

**AND THE PARTIES HAVE SIGNED ON THIS THIRD AND FINAL PAGE:**

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| AT \_\_\_\_\_\_\_\_\_\_ (city), \_\_\_\_\_\_ (date) | AT \_\_\_\_\_\_\_\_\_\_ (city), \_\_\_\_\_\_ (date) | |
|  |  | |
| **PLAINTIFF** | **DEFENDANT** | |
| Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
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