Tolling Agreement

This **Tolling Agreement** (“***Agreement***”) is entered into as of _____ ("***Effective Date***") by and between the parties below:

Party A

_____

_____ _____

_____ _____ _____ _____

_____ _____

Party B

_____

_____ _____

_____ _____ _____ _____

_____ _____

Party A and Party B may be referred to individually as a “***Party***” and collectively as the “***Parties.***”

1. Recitals

WHEREAS, the Parties are involved in a dispute or potential dispute arising out of or relating to _____ (the “***Dispute***”);

WHEREAS, the Parties wish to engage in discussions to explore a possible resolution of the Dispute without immediately commencing litigation or other formal proceedings;

WHEREAS, the Parties desire to suspend the running of any applicable limitation periods or deadlines relating to the Dispute for a defined period, subject to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

2. Purpose

The purpose of this Agreement is to temporarily suspend the running of any applicable statutes of limitation, prescription periods, or similar legal deadlines that may apply to claims arising out of the Dispute, to allow the Parties time to negotiate in good faith.

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3. Tolling Period

The tolling period shall begin on _____ and continue until _____, unless earlier terminated in accordance with the Termination clause (the "***Tolling Period***").

During the Tolling Period, the time that would otherwise count toward any applicable limitation or filing deadline relating to the Dispute shall be suspended.

4. Scope of Tolling

This Agreement applies to all claims, causes of action, defenses, and rights of any kind, whether known or unknown, that either Party may have against the other arising out of or relating to the Dispute.

The suspension of time applies solely to the calculation of applicable limitation periods and does not affect any other legal or contractual rights or obligations except as expressly stated in this Agreement.

5. Effect of Tolling

This Agreement applies to all claims, causes of action, defenses, and rights of any kind, whether known or unknown, that either Party may have against the other arising out of or relating to the Dispute.

The suspension of time applies solely to the calculation of applicable limitation periods and does not affect any other legal or contractual rights or obligations except as expressly stated in this Agreement.

6. No Admission of Liability

This Agreement is entered into solely for the purpose of facilitating discussions and preserving rights. It does not constitute:

- An admission of liability, fault, or wrongdoing by either Party;
- A waiver of any defenses, claims, or legal positions, except as expressly provided in this Agreement.

7. Reservation of Rights

Except for the tolling of limitation periods as expressly set out in this Agreement, each Party reserves all rights, claims, defenses, and remedies available to it under applicable law.

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8. Good Faith Discussions

During the Tolling Period, the Parties agree to engage in good faith discussions with the aim of resolving the Dispute. However, neither Party is obligated to reach a settlement or continue negotiations beyond its discretion.

9. Confidentiality

Unless otherwise required by law, the existence and terms of this Agreement, as well as any discussions or communications relating to the Dispute during the Tolling Period, shall be treated as confidential and shall not be disclosed to third parties without the prior written consent of the other Party.

10. Termination

This Agreement may be terminated:

- By mutual written agreement of the Parties at any time; or
- By either Party upon providing _____ days' prior written notice to the other Party.

Upon termination, the Tolling Period shall end on the effective date of termination, and any applicable limitation periods shall resume running from that date.

11. Notices

Any notice required or permitted under this Agreement shall be in writing and shall be delivered to the addresses of the Parties stated above, or to such other address as a Party may designate by written notice.

12. Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of _____, without regard to conflict of law principles.

Any dispute arising out of or in connection with this Agreement shall be resolved through _____, as agreed by the Parties.

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13. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the tolling of limitation periods for the Dispute and supersedes any prior discussions or agreements on this subject.

14. Amendments

This Agreement may be amended only by a written document signed by both Parties.

15. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be considered an original, and all of which together shall constitute one agreement. Electronic signatures shall be considered valid and binding.

Signatures

IN WITNESS WHEREOF, the Parties have executed this Tolling Agreement as of the Effective Date first written above.

Party A

Name

Date

Signature

Party B

Name

Date

Signature

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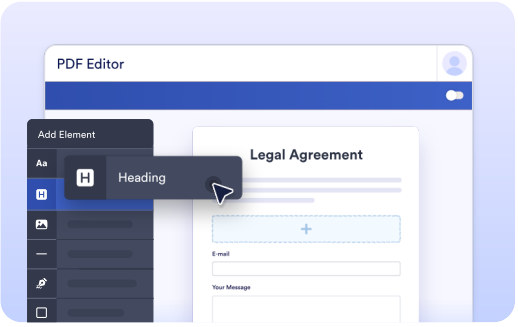
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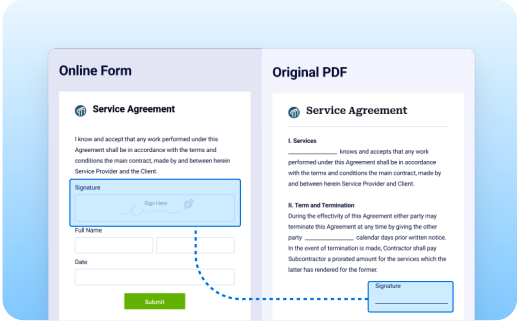
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