

**SETTLEMENT DISCUSSION CONFIDENTIALITY AGREEMENT**

The Parties signing below agree to voluntarily enter into this settlement discussion on this \_\_\_\_ day of \_\_\_\_\_, 2017. All discussions between the parties and their representatives, and any exchange of documents and all other communications are being made pursuant to, and for the purposes of trying to reach a settlement of the case.

As such, each party and their counsel understand and hereby agree that all documents, communications, and discussions that may be shared or revealed are not admissible in any court or legal proceeding for any purpose whatsoever.

If any party violates the terms of this confidentiality agreement in any manner, the other party may file legal action to enforce the terms of this agreement, and the prevailing party will thereby be entitled to recover their reasonable costs and attorney fees incurred and pursue any other legal remedies that may be available.

**IT IS SO AGREED (ALL PARTIES AND COUNSEL TO SIGN)**

\_\_\_\_\_  
By: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_ Date \_\_\_\_\_