

SETTLEMENT AGREEMENT AND RELEASE

400kayear

("the Plaintiff")

— AND —

LarpTikTok

("the Defendant")

(collectively, "the Parties")

RECITALS

- A. The Plaintiff paid the Defendant the sum of **\$2,600.00** in connection with an agreed transaction for the sale and delivery of an elytra.
- B. The Defendant failed to deliver the agreed item and ceased all communication with the Plaintiff, who subsequently attempted to contact the Defendant without success.
- C. The Plaintiff, through counsel, prepared to commence civil proceedings against the Defendant in the District Court of Redmont on the basis of Conversion (Civil Code Act, Part VII) and/or Failure to Deliver Goods or Services (Civil Code Act, Part VI).
- D. The Parties now wish to resolve this dispute amicably and without the need for further litigation, on the terms set out below.

TERMS OF SETTLEMENT

1. Settlement Payment

The Defendant agrees to pay the Plaintiff the total sum of **\$9,720.00** ("the Settlement Sum") in full and final settlement of all claims arising from the matter described in the Recitals above.

2. Deadline for Payment

Payment of the Settlement Sum in full must be received by the Plaintiff no later than **July 9th, 2026, at 23:59 UTC** ("the Deadline").

3. Consequence of Non-Payment

Should the Defendant fail to pay the Settlement Sum in full by the Deadline:

- a. This Agreement shall be considered breached and void as to the Defendant's benefit under it;
- b. The Plaintiff's original claim, as described in the Recitals, is fully reserved and may be reasserted in a new or reinstated civil action before the District Court of Redmont, without prejudice from this Agreement;
- c. In addition to the original claim, the Defendant shall be liable to the Plaintiff for an additional penalty in the amount of **\$9,720.00** for breach of this Agreement, recoverable as a liquidated sum in the same or a subsequent proceeding.

4. Discontinuance of Proceedings

Upon execution of this Agreement, the Plaintiff agrees to suspend/discontinue any pending or contemplated civil action against the Defendant concerning the matter described in the Recitals, on the understanding that this discontinuance is expressly conditional on full and timely payment of the Settlement Sum under Clauses 1 and 2. Discontinuance shall not become a final and unconditional release of the Defendant's liability unless and until payment is received in full by the Deadline.

5. No Admission of Liability

This Agreement is entered into for the purpose of avoiding further dispute and litigation. Nothing in this Agreement shall be construed as an admission of liability or wrongdoing by either Party.

6. Full and Final Settlement (upon compliance)

Subject to full payment being made in accordance with Clauses 1 and 2, this Agreement constitutes a full and final settlement of all claims between the Parties arising from the matter described in the Recitals, and the Plaintiff shall have no further cause of action against the Defendant in relation to this matter.

7. Governing Law

This Agreement is governed by the laws of the Commonwealth of Redmont, including the Civil Code Act and the Judicial Standards Act.

ACKNOWLEDGEMENT AND SIGNATURES

By signing below, both Parties confirm that they have read, understood, and voluntarily agree to the terms of this Settlement Agreement.

400kayear

Plaintiff

Signature: 400kayear

Date: 7/6/2026 Time (UTC): 3:00 am

LarpTiktok

Defendant

Signature: LarpTiktok

Date: 7/9/26 Time (UTC): 3:00 am

Hill Hokan

Counsel for the Plaintiff

Signature: Hill Hokan

Date: 7/6/2026 Time (UTC): 2:54 am