

BILATERAL TOLLING AGREEMENT

This Tolling Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between [CLAIMANT NAME], a Corporation with an address of [CLAIMANT ADDRESS] (the "Claimant"), and [RESPONDENT NAME], a Corporation with an address of [RESPONDENT ADDRESS] (the "Respondent"). The Claimant and the Respondent are each a "Party" and together the "Parties."

Recitals

WHEREAS, the Parties are presently engaged in, or contemplating, discussions concerning the following dispute: [BRIEF DESCRIPTION OF THE UNDERLYING DISPUTE] (the "Dispute");

WHEREAS, the Parties wish to preserve their respective legal rights and defenses while they engage in good-faith pre-litigation discussions, evaluate claims and defenses, exchange information, and pursue possible settlement or alternative dispute resolution;

WHEREAS, the Parties desire to suspend the running of applicable statutes of limitations (and, to the extent permitted by law, other time-based defenses) during the tolling period defined below, without admission of liability or waiver of any other defense;

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Tolling Period

The "Tolling Period" shall commence on the Effective Date and, unless extended by a writing signed by all Parties, shall end on **** (the "End Date"). This Agreement is effective as of the Effective Date regardless of the date of actual execution by the last-signing Party.

2. Waiver of Time-Based Defenses

During the Tolling Period, each Party hereby waives, and shall not plead, assert, or claim, any defense based on the statute of limitations, laches, estoppel, or any other time-based defense or doctrine (collectively, "Time-Based Defenses") as to any claim, counterclaim, crossclaim, or third-party claim arising out of or relating to the Dispute **that is not otherwise barred by any applicable statute, statute of repose, or rule of law as of the Effective Date**. The Parties agree that the running of all applicable Time-Based Defenses is suspended for the duration of the Tolling Period.

No revival of expired claims. Nothing in this Agreement shall revive, renew, or extend any claim, defense, or right that was barred by any applicable statute of limitations, statute of repose, or other rule of law as of the Effective Date.

Statute of repose — limitation on waiver. The waiver of Time-Based Defenses set forth in this Section 2 applies ONLY to the statute of limitations and other defenses that may be waived by private agreement under applicable law. Nothing in this Agreement shall be construed to waive, toll, suspend, or extend any statute of repose or other time-based limitation that, as a matter of governing law, cannot be waived by private agreement. If any portion of this Section 2 is held unenforceable as to any particular Time-Based Defense, such holding shall not affect the enforceability of the remainder of this Agreement.

Minors and incapacitated persons. If any Party is a minor, is under a legal disability, or would otherwise be entitled to statutory tolling by reason of incapacity, nothing in this Agreement shall diminish any such statutory tolling otherwise available under applicable law, and this Agreement is in addition to, and not in lieu of, any such tolling.

Class-action tolling interaction. The Parties acknowledge that, under *American Pipe & Construction Co. v. Utah*, 414 U.S. 538 (1974), and *China Agritech, Inc. v. Resh*, 584 U.S. 732 (2018), the pendency of a putative class action may (but does not always) toll limitations for absent class members as to individual claims. This Agreement is independent of, and does not displace or modify, any class-action tolling that may apply as a matter of law.

3. End Date — Legal Effect

Clock resumes. After the End Date, each applicable statute of limitations and other Time-Based Defense shall resume running. The Parties agree that, for the purpose of calculating any limitations period, the Tolling Period shall be excluded from the running of such period, such that the time elapsed during the Tolling Period shall not count against any Party.

4. Intent Not to Sue — Standstill Covenant

During the Tolling Period, no Party shall commence, file, or prosecute any lawsuit, arbitration, administrative complaint, regulatory referral, or other formal legal proceeding against any other Party arising out of or relating to the Dispute, except as expressly permitted by the carve-outs set forth below. This standstill covenant is the Claimant's consideration for the Respondent's waiver of Time-Based Defenses.

Carve-outs. Notwithstanding the foregoing:

- **Emergency injunctive relief.** Any Party may seek a temporary restraining order, preliminary injunction, or other emergency equitable relief necessary to prevent imminent and irreparable harm, without breaching this Agreement.
- **Preservation of evidence.** Any Party may take such action as is reasonably necessary to preserve evidence, including obtaining third-party subpoenas, taking depositions to perpetuate testimony, or seeking orders for the preservation of property.

- **Mandatory regulatory filings.** Any Party may make any filing, report, or disclosure required by law or regulation (including reports to the Securities and Exchange Commission, state attorneys general, insurance commissioners, or other governmental authorities) that cannot lawfully be delayed or withheld.

5. No Admission of Liability; Neutrality

No admission. This Agreement is entered into for the sole purpose of preserving rights and facilitating discussions. Nothing in this Agreement, and no act taken pursuant to it, shall be construed as an admission, concession, or acknowledgment by any Party of (a) any fact, (b) any liability, fault, responsibility, or wrongdoing, (c) the validity or invalidity of any claim or defense, or (d) the applicability, non-applicability, running, or non-running of any statute of limitations, statute of repose, or other Time-Based Defense. The entry into this Agreement by a Respondent is not an admission of liability, and the entry into this Agreement by a Claimant is not a concession of the validity of any defense.

Neutrality. This Agreement shall not be construed for or against any Party, and the existence or terms of this Agreement shall not be used as evidence in any subsequent proceeding to establish the merit or invalidity of any claim or defense.

Settlement-privilege recital. This Agreement is entered into in connection with, and as part of, good-faith compromise negotiations. The Parties intend that this Agreement, the discussions leading to it, and all communications relating to it be protected from disclosure and inadmissible to prove liability under Federal Rule of Evidence 408 and any applicable state analog, including California Evidence Code §1152, New York CPLR §4547, Texas Rule of Evidence 408, Florida Statute §90.408, Illinois Rule of Evidence 408, and Massachusetts Guide to Evidence §408.

6. Extension of Tolling Period

The Tolling Period may be extended only by a written instrument signed by all Parties. Any such extension must be reached on or before **** (the "Extension Deadline"). An oral agreement to extend is not effective. If no written extension is executed on or before the End Date, the Tolling Period shall terminate automatically.

7. Early Termination

Any Party may terminate this Agreement before the End Date by delivering written notice to each other Party. Early termination shall become effective **10** business days after delivery of such notice. Upon the effective date of early termination, the Tolling Period shall end as provided in Section 3, and any limitations period applicable to any Party's claim shall resume running (subject to the exclusion of the Tolling Period) or, if the End Date is a hard deadline, shall be fixed as of the effective date of termination.

9. Confidentiality

The existence, terms, and negotiation of this Agreement are confidential. No Party shall disclose such information to any third party without the prior written consent of the other Parties, except: (a) to the Party's attorneys, accountants, tax advisors, insurers, and auditors on a need-to-know basis and subject to obligations of confidentiality; (b) as required by applicable law, securities regulation, court order, or valid legal process (in which case the disclosing Party shall, to the extent legally permitted, provide prompt prior notice to the other Parties); and (c) as necessary to enforce this Agreement. This confidentiality obligation does not limit, and is independent of, the settlement-privilege protections in Section 5.

10. No Other Waiver

Except as expressly provided in Section 2, no Party waives any right, claim, defense, or remedy of any kind. All rights, claims, defenses, and remedies not expressly waived are reserved, including but not limited to defenses based on merits, jurisdiction, venue, forum non conveniens, failure to state a claim, and substantive legal doctrines.

11. Representations and Authority

Each Party represents and warrants that: (a) it has full power and authority to enter into and perform this Agreement; (b) the individual signing on its behalf is duly authorized; (c) this Agreement, when executed, will be a valid, binding, and enforceable obligation; and (d) execution and performance of this Agreement do not violate any other agreement, court order, or law applicable to such Party.

12. Mutual Consideration

The Parties acknowledge that mutual consideration supports this Agreement, consisting of: (a) the Claimant's covenant not to sue during the Tolling Period as set forth in Section 4; (b) the Respondent's waiver of Time-Based Defenses during the Tolling Period as set forth in Section 2; and (c) the opportunity afforded to each Party to investigate, evaluate, and negotiate the Dispute without the pressure of an impending limitations deadline.

13. General Provisions

Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties have selected [STATE] law because it is compatible with the governing law of the underlying Dispute.

Venue. Any action arising out of this Agreement (as distinct from the underlying Dispute) shall be brought exclusively in the state or federal courts located in [VENUE CITY], [STATE], and the Parties irrevocably submit to personal jurisdiction there.

Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the tolling of limitations periods related to the Dispute and supersedes all prior and contemporaneous oral or written understandings on that subject.

Amendments. This Agreement may be amended, modified, or extended only by a writing signed by all Parties. No oral amendment is effective.

Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to render it enforceable while preserving the Parties' original intent.

Assignment. No Party may assign this Agreement without the prior written consent of each other Party, except by operation of law or to a successor in interest. This Agreement binds, and its benefits and obligations flow to, successors in interest including successor counsel and insurance carriers stepping into a Party's position.

Binding Effect. This Agreement shall bind and inure to the benefit of the Parties and their respective heirs, successors, permitted assigns, and personal representatives.

Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic and digital signatures (including DocuSign, Adobe Sign, and scanned PDFs) shall be treated as original signatures for all purposes and are valid and binding under the federal ESIGN Act (15 U.S.C. §7001 et seq.) and applicable state law.

Notices. All notices required or permitted under this Agreement shall be in writing and delivered to the addresses set forth in the preamble, by hand, overnight courier, certified mail (return receipt requested), or email with acknowledged receipt. A Party may change its notice address by written notice to the other Parties.

Voluntary Execution; Counsel. Each Party acknowledges that it has read and understood this Agreement, has had the opportunity to consult with counsel of its choice regarding its terms, and executes this Agreement voluntarily and without duress. No Party has relied on any representation not expressly set forth in this Agreement.

Signatures

The Parties have executed this Tolling Agreement as of .

Claimant

SIGNATURE

DATE

Respondent

SIGNATURE

DATE