

CONFIDENTIAL SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into between NAME OF CLAIMANT ("CLAIMANT") and NAME OF BANK ("BANK") and its subsidiaries, divisions, affiliates, successors and assigns ("BANK").

WHEREAS, BANK owns and operates the following websites: COMPANY WEBSITE (collectively "WEBSITE") on behalf of BANK, which is available through the Internet to personal computers, laptops, smart phones, tablets, and other similar devices. Through its WEBSITE BANK offers information and services to the public.

WHEREAS, CLAIMANT alleges that following an attempt to access the site by claimant, and a compliance review by counsel for CLAIMANT and experts retained on CLAIMANT'S behalf, the WEBSITE is not fully accessible to individuals with disabilities in violation of Title III of the ADA;

AND WHEREAS, BANK disputes the allegations set forth above and denies that its WEBSITE is in violation of Title III of the ADA. NOW THEREFORE, in consideration of the mutual promises contained therein, and intending to be legally bound, the PARTIES AGREE, as follows:

1. Release of CLAIMANT's Claims. For and in consideration of the promises, commitments and undertakings set forth in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, CLAIMANT, on behalf of himself and any of his agents, employees, representatives, assigns, heirs, executors, trustees, partners and attorneys, and each of them (the "Releasing Persons"), shall be deemed to have jointly and

severally forever released and discharged BANK, together with its past, present, and future officers, directors, employees, agents, stockholders, attorneys, servants, representatives, parent entities, subsidiary entities, affiliate entities, partners, insurers, and to the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, (collectively, the "Released Parties"), from any and all claims, causes of action, suits, demands, rights, liabilities, damages, lawsuits, losses, fees, costs or expenses of any kind whatsoever, whether known or unknown, including any monetary, injunctive or declaratory relief relating thereto, or for reimbursement of attorney's fees, costs and expenses, relating to the Action, but not including claims related to the enforcement of this Agreement. This release expressly applies to all claims regarding the accessibility of the WEBSITE, including but not limited to all claims arising from or relating to the ADA, any federal, state, or local law, statute or ordinance, rule or principle of common law or doctrine in law or equity, known or unknown, suspected or unsuspected, foreseen or unforeseen, real or imaginary, actual or potential, through the date of this Agreement (the "Released Claims"). CLAIMANT, on his own behalf and on behalf of the Releasing Persons, acknowledges that he may have released claims that are presently unknown and that the release contained in this Agreement is intended to and does fully, finally and forever discharge all such released claims, whether now asserted or unasserted, known or unknown, he may have against BANK.

2. Payment of Certain Attorney's Fees and Expenses. BANK has agreed to pay certain attorneys' fees and expenses in the amount and in accordance with the terms memorialized in a separate, confidential letter agreement dated DATE.

3. Carlson Lynch Sweet Kilpela & Carpenter LLP's Obligation To Assist BANK.
For two (2) years after the execution of this agreement, if BANK receives any inquiries or letters,

threatened lawsuits or threatened investigations, or actual lawsuits or investigations from any parties (including, without limitation, individuals, numerous individuals, purported classes, other counsel, advocacy groups, and/or government regulators) relating to the alleged inaccessibility of the Website ("Additional Potential Website Claims"), Carlson Lynch Sweet Kilpela & Carpenter LLP ("Carlson Lynch") shall, at its reasonable expense (i.e., not to include airfare or overnight travel), be obligated to use best efforts, at BANK' written request, to assist and cooperate in the prevention of the Additional Potential Website Claims from being brought against BANK, or to assist in extinguishing and/or achieving the dismissal, removal, or rescission of such Additional Potential Website Claims that may be brought against BANK. These efforts shall include: contacting the Parties involved in the Additional Potential Website Claims (e.g., regarding: terms of the Agreement BANK approves for disclosure; BANK's commitment to making the Website accessible; and Carlson Lynch's reputation and experience with website accessibility matters); assisting in the preparation of necessary documentation (including, but not limited to, court or regulatory filings) and/or providing other reasonable or necessary assistance to BANK should it need to explain this Agreement and its terms to another party, regulator, or Court. The Parties agree that this obligation on Carlson Lynch is a material term of this Agreement and a primary consideration for BANK entering into the Agreement.

4. Remedial Measures. Within eighteen (18) months of the execution of this agreement, BANK shall improve the accessibility of the U.S. portion of its website to blind and visually impaired users. BANK shall use WCAG 2.0 Level AA as a guideline in making such improvements and shall cause its website to satisfy the WCAG 2.0 Level AA standards to the greatest extent reasonably possible.

Website Privacy and Legal Notice Considerations:

5. As to the Website privacy policy ("Privacy Policy") and Website terms and conditions ("Terms of Use"), BANK shall provide reasonable means for individuals with disabilities to:

- a. Determine and navigate to the locations of Privacy Policy and Terms of Use; and
- b. Access the substantive content of the Privacy Policy and Terms of Use.

MISCELLANEOUS PROVISIONS

6. **Enforcement.** If CLAIMANT believes that this Agreement or any portion of it has been violated, CLAIMANT shall give notice (including reasonable particulars) of such violation to BANK. BANK must respond to such notice as soon as practicable but no later than thirty (30) calendar days thereafter. CLAIMANT and BANK shall negotiate in good faith in an attempt to resolve any dispute relating thereto and will, if necessary, submit all disputes to a mutually agreeable mediator. If the parties are unable to reach a mutually acceptable resolution, CLAIMANT may seek court enforcement of compliance with this Agreement.

7. **DOJ.** If the United States Department of Justice promulgates a final ADA Title III regulation setting out a website accessibility technical standard applicable to BANK'S WEBSITE during the term of this Agreement, BANK will take reasonable and necessary efforts to ensure legal compliance with such standards within the time frames set forth in the regulations.

8. Scope. This Agreement does not purport to remedy any violations or potential violations of the ADA or any federal or state law, other than those regulating to the accessibility of the WEBSITE to individuals with disabilities.

9. Authority. The signatories represent that they have the authority to bind the respective parties identified below to the terms of this Agreement.

10. Confidentiality. CLAIMANT, for himself and his Counsel, agents and representatives, and BANK, its Counsel, agents and representatives, agree that, they will not without the prior written consent of the other Party communicate, publish, display, discuss, disclose, reveal or characterize (directly or indirectly by innuendo or other means) in any way to anyone under any circumstances (i) the terms of this Agreement, (ii) the negotiations leading up to this Agreement, and (iii) the circumstances concerning any dispute related to the Action, except (a) as may be required by Order of Court or other quasi-judicial or regulatory body with the legal right and power to demand such information, (b) to CLAIMANT'S or BANK'S legal and financial advisors, in each case where such disclosure may be required for legitimate legal, business or tax purposes and where the recipient of such information agrees to receive and maintain the information in strict confidence in accordance with the terms of this Agreement, (c) to any appropriate regulatory or tax authorities with jurisdiction over CLAIMANT or BANK, and (d) as otherwise may be required by law. Prohibited disclosure hereunder shall include, without limitation, the making of any statement, written or oral, to any person through any medium, including (without limitation) newspaper, magazine, radio, television or electronic media (such as internet website, chat room, instant messaging or any other similar medium). If CLAIMANT or BANK, or their respective Counsel, agents or representatives receive an unsolicited inquiry about this Agreement, the Action, any disputed matter, any released claims,

or any other matter subject to the confidentiality and non-disclosure provisions of this Agreement, such Party will respond only that "the matter has been amicably resolved." Further, CLAIMANT and BANK and their respective Counsel, agents and representatives, agree not to make any disparaging remarks about the other Party relating to (i) this Agreement, or (ii) the services or practices of BANK related to the subject matter of this Agreement. If any Party shall be in material breach of the obligations in respect of the confidentiality and non-disclosure provisions of this Agreement, the non-breaching Party shall be entitled to, in addition to other remedies, temporary and permanent injunctions restraining such breach, and to a decree for specific performance of this provision. The Parties further agree that non-breaching Party shall be entitled to recover from the breaching Party its attorneys' fees and costs expended in any action or proceeding to enforce this Paragraph of this Settlement Agreement.

11. Counterparts Permissible. This Agreement may be executed in counterparts, each of which shall be deemed an original against the Party whose signature is provided, and all of which shall be considered an original and together shall constitute one agreement binding on all Parties. Electronic signatures shall be deemed to be as valid and enforceable as original ink signatures.

12. Notices. All letters, notices, requests, demands and other communication required or permitted to be given to the Parties pursuant to this Agreement shall be in writing, provided by electronic mail, facsimile and/or next-day (excluding Saturday and Sunday) express delivery service and addressed as follows:

For CLAIMANT:

For BANK:

13. Governing Law. This Agreement shall be executed and delivered in the Commonwealth of Pennsylvania. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to conflicts or choice of law rules or principles,. Any action to enforce the terms of this Agreement shall be filed in the Commonwealth of Pennsylvania only.

14. Waiver. If a party, by its actions or omissions, waives or is adjudged to have waived any breach of this Agreement, any such waiver shall not operate as a waiver of any other subsequent breach of this Agreement.

15. Successor and Assigns. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal or legal representatives, successors and/or assigns.

16. Construction of Agreement. The parties waive all applicable rules of construction to the extent that any provision of this Agreement should or could be construed against its drafter. The parties further agree that all provisions of this Agreement shall be construed as a whole, according to the fair meaning of the language used.

17. Severability. If any provision of this Agreement is or shall be declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall not be affected thereby and shall remain in full force and effect.

18. Integration and Modification. This Agreement contains all of the representations, promises, and understandings of the parties. There are no other agreements or understandings except as set forth therein.

19. Duration. This Agreement will be effective for twenty-four (24) months from execution, at which point it will expire.

Intending to be legally bound, the parties have executed this Agreement.

CLAIMANT

BANK

DATED: