

CONDITIONAL RELEASE & SETTLEMENT AGREEMENT

Plaintiff: Voltage Pictures, LLC Film: Hurt Locker
IN RE: Voltage Pictures, LLC v. Does 1 - 5,000, Case# 1:10-cv-00873-RMU

Settlement Purposes Only -
Not Admissible Under FRE 408

Name ("you" in the Agreement)*

*My signature written above constitutes my electronic signature agreeing to the terms of this Agreement and authorizing payment of the Settlement Amount below.

E-mail

Name

IP Address

Address

City

State

Zip Code

Settlement Amount

Country

The law firm Dunlap, Grubb & Weaver, PLLC ("DGW"), as attorneys for the Plaintiff Company named above in the "Plaintiff" field, (the "Company"), has full authority to settle on behalf of and enter into this agreement on behalf of the Company named above, which Company was involved in the production, marketing and distribution of certain motion pictures for which they have authority to settle. The Company owns or controls the copyrighted motion picture(s) listed above, referred to individually or collectively, as the Film. This confirms an agreement (the "Agreement") between, you whose full legal name is printed and signed above (referred to herein as "you" or "your") and the Company. You acknowledge that the Company has alleged that you have distributed (i.e., by uploading) and/or reproduced (i.e., by downloading) the Film listed above via the Internet and/or an online media distribution system without the authorization of their copyright owners. You further acknowledge that such conduct alleged to have been committed by you violates the intellectual property rights of the Company. Therefore, you and the Company agree as follows:

1. Payment. You shall pay to the Company the total, lump sum of the SETTLEMENT AMOUNT (indicated in the top portion of this document), by cashier's check or credit card with no charge back or check cancellation. Such payment shall be made payable to: Acera Settlement Processing, at 199 Liberty St, SW, Leesburg, VA 20175. Your payment must be received and paid to Acera Settlement Processing in order for this Agreement to take effect. For your record keeping purposes, you may want to consider sending your payment by Federal Express or some other traceable delivery service.

2. Infringement. You agree to cease your alleged infringement of the Film. This agreement not to infringe shall include, but not be limited to, using the Internet or any online media distribution system to upload or download the Films or otherwise to distribute or make available for distribution to others any such Film, except pursuant to a lawful license or with the express authority of the Company. You further agree to destroy all copies in your possession of the Film that you have downloaded onto any computer hard drive or server without the Company's authorization and also to destroy all copies of such downloaded Film that you have made onto any physical medium (e.g., DVD-RW) or device in your possession, custody or control.

3. Breach. So long as you continue to comply with the obligations under this Agreement, the Company will not assert copyright claims for infringement against you based on your infringement of the Film. However, if you breach your obligations under this Agreement at any time, the Company shall have the right to assert copyright claims for infringement against you based on your infringement of the Film.

4. Consultation. You acknowledge that we have advised you that you should consult with counsel of your choosing prior to entering into this Agreement and that you have entered into this Agreement of your own free will, without any promise or inducement not stated in this Agreement. You further acknowledge that nothing contained in this Agreement constitutes an admission or denial of wrongdoing by you. The Company reserves all rights not expressly waived or settled herein.

5. Confidentiality. You agree not to make any public statement that is inconsistent with any term of this Agreement and that the terms of this Agreement shall remain STRICTLY CONFIDENTIAL and MAY NOT be disclosed to any other party except legal counsel, including but not limited to internet or on-line forums. Any breach of this provision shall result in automatic liquidated damages payable to the Company in the amount of \$15,000, together with reasonable attorney's fees and costs.

6. Miscellaneous. Your payment and signature creates an enforceable contract binding on you personally. This Agreement is not transferable or assignable and is governed by the jurisdiction and laws of the District of Columbia. Any dispute arising hereunder shall be brought solely under the AAA's Commercial Rules of Arbitration, one arbitrator in the District of Columbia. You hereby forever release any and all past or present claims against DGW, its lawyers and the Company.

I Accept the Terms and Conditions of the Settlement Agreement and authorize payment on my credit card. I acknowledge that in the event my card is declined or there is a charge-back, or in the event there is a stop payment of NSF return on a check that any release or settlement shall be null and void. My signature written above constitutes my electronic signature agreeing to the terms of the Agreement and authorizing payment.

Payment Type

Credit Card Payment Information:

Credit Card Type (Select one):

Name as it appears on credit card:

Credit Card Number:

CVV Code

Expiration Date:

CVV Code: Visa, Mastercard & Discover, it is the group of 3 numbers on the back signature panel of the card. For American Express, it is the 4-digit number on the front side of the card, above the embossed card number and to the right.

Billing Address:

Name

Address

City

State

Zip Code

Country

Executed as of:

Signature:

Methods to Return:

FAX: (866) 874-5101

SCAN and E-MAIL: subpoena@dgwlegal.com

MAIL/ FED EX/ COURIER: Acera Settlement Processing, 199 Liberty St, SW, Leesburg, VA 20175