

SETTLEMENT AGREEMENT AND FULL AND FINAL MUTUAL RELEASE

This Settlement Agreement and Full and Final Mutual Release (“Release” or “Agreement”) is made and entered into by and between ALEXANDER RHODES (“Rhodes”) and NICOLE PRAUSE, Ph.D. (“Dr. Prause”), for herself and Liberos, LLC (“Liberos”). Mr. Rhodes and Dr. Prause and Liberos will be referred to herein individually as a “Party,” and jointly as the “Parties.”

WHEREAS, Mr. Rhodes instituted suit against Dr. Prause and Liberos in the United States District Court for the Western District of Pennsylvania at Case No. 2:19-CV-01366 (“Federal Action”). The Federal Action was stayed as a result of the voluntary bankruptcy petitions filed by Dr. Prause and Liberos in the Bankruptcy Court of the United States District Court for the Central District Court, which have been consolidated at Docket No. 2:20-bk-17525-NB (“Bankruptcy Action”). Prior to the stay of the Federal Action, several motions to dismiss were pending and Dr. Prause and Liberos had not yet been required to answer Mr. Rhodes’ Complaint; accordingly, Dr. Prause and Liberos have not had the opportunity to plead any counterclaims against Mr. Rhodes.

WHEREAS, Mr. Rhodes and Dr. Prause, without the admission of any liability or wrongdoing by any of them, and with the mutual desire to avoid the expense and inconvenience of litigation and/or appeals, have agreed to amicably settle and resolve fully all of their disputes and claims or potential disputes and claims against each other upon the terms and conditions set forth herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, and with the express intent to be legally bound, Mr. Rhodes and Dr. Prause agree as follows:

Redacted

2. Dismissal of Federal Action and Release of all Counterclaims. Mr. Rhodes will settle, discontinue and end all claims that he asserted, or could have asserted as of the date of execution and Dr. Prause will waive all counterclaims that she could have asserted against Mr. Rhodes in the Federal Action as of the date of execution. The Federal Action will be dismissed with prejudice.

3. Release by Mr. Rhodes. For and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, Mr. Rhodes, for himself and his predecessors, successors, parents, subsidiaries, shareholders, employees, creditors, affiliates, insurers, reinsurers, agents, attorneys, heirs, successors and assigns, and any other

party or entity claiming by or through any of them, and the heirs, successors and assigns of each of them, hereby fully releases, remises, quitclaims and forever discharges Dr. Prause and Liberors, together with their counsel, predecessors, successors, parents, subsidiaries, shareholders, employees, insurers (including ACE American Insurance Company), reinsurers, agents, attorneys, heirs, successors and assigns, and any other party or entity claiming by or through any of them, and the heirs, successors and assigns of each of them, of and from any and all claims, counterclaims, damages, liens, demands, liability, causes of action, suits, debts due, costs and expenses of whatever kind and nature, whether known or unknown, asserted or not asserted, whether in contract, tort or otherwise, whether statutory, in equity, at common law or otherwise, that Mr. Rhodes ever had, now has or could have in the future based in whole or part on any act, error, omission, commission of Dr. Prause and/or Liberors encompassed in, arising out of, or relating in any manner to any claim that was asserted, or could have been asserted, in the Federal Action as of the date of execution of this Agreement.

4. Release by Dr. Prause and Liberors. For and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, Dr. Prause and Liberors, for themselves and their predecessors, successors, parents, subsidiaries, shareholders, employees, creditors, affiliates, insurers (including ACE American Insurance Company), reinsurers, agents, attorneys, heirs, successors and assigns, and any other party or entity claiming by or through any of them, and the heirs, successors and assigns of each of them, hereby fully releases, remises, quitclaims and forever discharges Mr. Rhodes, together with his predecessors, successors, companies, parents, subsidiaries, shareholders, employees, insurers, reinsurers, agents, heirs, successors and assigns, and any other party or entity claiming by or through any of them, and the heirs, successors and assigns of each of them, of and from any and all claims, counterclaims, damages, liens, demands, liability, causes of action, suits, debts due, costs and expenses of whatever kind and nature, whether known or unknown, asserted or not asserted, whether in contract, tort or otherwise, whether statutory, in equity, at common law or otherwise, that Dr. Prause and/or Liberors ever had, now have or could have in the future based in whole or part on any act, error, omission, commission of Mr. Rhodes arising out of, or relating in any manner to any claim that could have been asserted in the Federal Action as of the date of execution of this Agreement.

5. Waiver of California Civil Code Section 1542 or Similar Law

It is the intention of the Parties that the foregoing releases shall be effective as a bar to all matters released herein. In furtherance of the intentions expressed herein, the Parties acknowledge and agree that they are aware of, and understand the meaning and effect of, California Civil Code section 1542, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
THAT THE CREDITOR OR RELEASING PARTY DOES NOT
KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT

THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Parties agree to assume the risk of any and all unknown, unanticipated or misunderstood defenses, claims, causes of action, contracts, liabilities and obligations, and hereby waive, release and forever discharge all rights and benefits that they have or might otherwise have under section 1542 of the California Civil Code (and any statute, rule or legal doctrine of any other jurisdiction of similar import) regarding such unknown, unanticipated or misunderstood defenses, claims, causes of action, contracts, liabilities, indentures and obligations arising out of the released matters. The Parties understand and accept the risk that they may have substantial claims or damages that have not yet manifested, or that are presently unknown, or that have not yet been identified, and nonetheless intend to and do voluntarily and deliberately release these possible claims and defenses.

6. Covenant not to sue/hold harmless. Mr. Rhodes and Dr. Prause hereby agree that neither of them nor any other party or entity on the behalf of either of them will file or pursue any further suits, claims, causes of action, including any suits, claims or causes of action against each other and/or their counsel as a result of, or arising out of, the claims and/or counter claims that were asserted or could have been asserted in the Federal Action as of the date of execution of this Agreement, or as a result of the Federal Action to seek or demand any remedies, or damages, whether statutory, in equity, at common law or otherwise, against each other.

7. No admission of liability. This Release involves the resolution of disputed matters and the entering into and performance of this Release does not constitute any admission of liability, error, act, omission, commission or wrongdoing by either Mr. Rhodes or Dr. Prause.

8. Non-Disparagement. Dr. Prause agrees to not personally or anonymously defame or disparage Mr. Rhodes. For purposes of this Agreement, "disparagement" shall mean any negative and offensive statement (verbal, written, or electronic) made about Mr. Rhodes, his websites or products or services, companies or organizations owned by him, his registered trademarks or servicemarks, his employees or contractors or team members (but specifically excluding Gary Wilson, Stacy Sprout, DJ Burr, John Adler, Laila Mickelwait Haddad, Bradley Green, Stephanie Carnes, Linda Hatch and Geoffrey Goodman), or his family members, in a setting (real or virtual), that is accessible to the general public, has a reasonable likelihood of being seen or heard by one or more members of the general public, is, in fact, seen or heard by one or more members of the general public, and which either explicitly identifies Mr. Rhodes, his websites or products or services, companies or organizations owned by him, his registered trademarks or servicemarks, employees or contractors or team members or family members or provides sufficient detail that a passing member of the public would reasonably conclude that the statement is about Mr. Rhodes. Any and all statements published on the Internet shall be

presumed to have been seen by one or more members of the general public without the need to provide evidence of the same. Notwithstanding the foregoing, 1) should Dr. Prause receive direct inquiries on the allegations from third parties, nothing in this Agreement shall preclude her from denying the truth of any statements alleged to be false or defamatory, subject to her compliance with the nondefamatory provisions herein; 2) Nothing in this Agreement shall preclude Dr. Prause from criticizing the purported scientific claims of NoFap LLC or its users or followers in a professional context such as a professional journal, subject to the nondefamatory restrictions herein.

Mr. Rhodes agrees to not directly name (or provide sufficient detail that a passing member of the public would reasonably conclude that the statement is about) Dr. Prause, her websites, products or services, her companies or organizations, her registered trademarks or servicemarks, her employees, contractors, or team members, members of her family, whether through his own means, through an agent, through a business or other legal entity, through the use of anonymous online media accounts, or otherwise, in any statements disseminated to the public, including internet or social media postings, except that should Mr. Rhodes receive direct inquiries on the allegations from third parties, nothing in this Agreement shall preclude Mr. Rhodes from denying the truth of any statements alleged to be false or defamatory, subject to the nondisparagement provisions herein. Any and all statements published on the Internet shall be presumed to have been seen by one or more members of the general public without the need to provide evidence of the same.

Nothing in this Agreement shall preclude any Party from making good faith reports to government officials in the ordinary course.

9. Confidentiality. Both Mr. Rhodes and Dr. Prause agree that the negotiation and settlement of this dispute, the terms of this Release, and the consideration therefor, are confidential and shall not be disclosed or disseminated to any other person or entity, except only to the extent that such disclosure may be required by law, except for the statement identified in Exhibit A to be published on the crowdfund page located at NoFap.com/defend-alex. Upon execution of this agreement, the statement identified in Exhibit A shall fully replace the content of the crowdfunding page located at NoFap.com/defend-alex. If Mr. Rhodes or Dr. Prause are served with a court order, discovery request or subpoena for the production of this Release, the party so served or so intending to disclose shall promptly notify the other party and afford the opportunity to object to such production or disclosure or otherwise to intervene. Neither party hereto will discuss the dollar value of the settlement. If either party hereto is asked whether a settlement has been reached, said party will simply say that the case has been settled, without giving any further details.

10. Heirs/successors/assigns. This Release shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

11. Breach. In the event that any Party believes that another Party has not satisfied any obligation under this Agreement, the Party with that belief will deliver to the other Party written notice that specifically describes the basis for the belief and shall, in good faith, attempt to negotiate terms by which this Agreement will be satisfied. Each of the Parties agree that its rights related to any of the other Parties are limited to enforcement of the terms of this Agreement, and no future claim by a Party will avoid or otherwise affect the releases or indemnifications given in this Agreement.

12. Severability. The terms and provisions of this Release are severable and no breach or invalidity or alleged breach or invalidity of any provision of this Release shall void or affect the continued validity and enforceability of any other provision and all such provisions shall remain in full force and effect.


13. Costs/expense. Each of the Parties hereto shall bear its own litigation costs and expenses, including attorney fees.

14. Integration. This Release constitutes the entire agreement and understanding between Mr. Rhodes and Dr. Prause with respect to the subject matter hereof and it supersedes and replaces all prior negotiations, representations, discussions, inducements and/or understandings. This Release may not be altered, amended, modified or otherwise changed in any respect whatsoever except by writing duly executed by authorized representatives of both Mr. Rhodes and Dr. Prause.


15. Legal counsel/drafting. This Release has been negotiated at arms-length and both Mr. Rhodes and Dr. Prause, both of whom are represented by legal counsel. Accordingly, any rule of law or legal decision that would require or permit the interpretation of any ambiguities in this Release against the drafting Party is not applicable and is therefore waived.

16. Counterparts. This Release may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Facsimile, .pdf and photocopies of the fully executed Release will be treated, for all intents and purposes, as originals.

IN WITNESS HEREOF, the Parties hereto have executed this Release with the express intent to be legally bound hereby.



Alexander Rhodes, Individually



Nicole Prause, Ph.D., Individually and on
Behalf of Liberors, LLC

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EXHIBIT A

In October 2019, we filed a lawsuit in the US federal court. This lawsuit was settled on mutually agreeable and confidential terms.

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