

FULL AND FINAL RELEASE AND INDEMNITY

IN CONSIDERATION of the terms provided for in correspondence from Nancy Shapiro of Koskie Minsky LLP, counsel for Rapid7 Canada Inc., to Aaron Rosenberg of Robins Appleby LLP, counsel for Carl Song, dated January 5, 2017, the sufficiency of which is acknowledged, I, **CARL SONG**, on behalf of myself, my heirs, successors and assigns (hereinafter collectively referred to as the "Releasor"), hereby release and forever discharge **RAPID7 CANADA INC.** together with all predecessors, parents, subsidiaries, affiliates and associate companies, and together with all respective officers, directors, shareholders, employees, volunteers, insurers, servants and agents and their successors and assigns (hereinafter collectively referred to as the "Releasee") jointly and severally from any and all claims, actions, causes of actions, contracts, covenants, whether expressed or implied, whether statutory or otherwise, and demands for damages, indemnity, costs, interest, severance, notice of termination, termination pay, insurance coverage, benefits, payments in lieu of benefits, commissions, bonuses, stock options, vacation pay, loss or injury of every nature and kind whatsoever and howsoever arising which I may heretofore have had, may now have, or may hereinafter have, known or unknown, in any way relating to the hiring of, the employment by and the cessation of the employment of the Releasor by the Releasee, including, but not limited to, any and all claims under the *Employment Standards Act*, 2000, S.O. 2000, c.41, the *Human Rights Code*, R.S.O. 1990, c.H.19 and the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1., *Workplace Safety and Insurance Act*, 1997 S.O. 1997, c. 16, Sch.A.

AND FOR THE SAID CONSIDERATION it is specifically agreed that I will withdraw any complaints I might have made to the Employment Standards Branch of the Ministry of Labour, and this settlement is in full satisfaction of any and all claims I may have under the *Employment Standards Act*, 2000 S.O. 2000, c.41 and its regulations.

I HEREBY ACKNOWLEDGE THAT I have not been subjected to any form of discrimination whatsoever and hereby covenant and undertake not to file any complaint under the *Ontario Human Rights Code*, R.S.O. 1990, c.H.19, and will withdraw any complaint which I might have made.

AND FOR THE SAID CONSIDERATION it is specifically agreed that I will withdraw any complaints I might have made to the Workplace Safety and Insurance Board Branch of the Ministry of Labour, and hereby acknowledge that I have not been denied my right to return to work and undertake not to file any complaint under the *Workplace Safety and Insurance Act, 1997*, S.O. 1997, c.16, as amended, and its regulations, and this settlement is in full satisfaction of any and all claims I may have.

AND FOR THE SAID CONSIDERATION I further covenant and agree to save harmless and indemnify the Releasee from and against all claims, charges, taxes, penalties or demands which may be made by the Minister of National Revenue requiring the Releasee to pay income tax, charges, taxes, or penalties under the *Income Tax Act* (Canada) in respect of income tax payable by me in excess of income tax previously withheld; and in respect of any and all claims, charges, taxes or penalties and demands which may be made on behalf of or related to the Employment Insurance Commission and the Canada Pension Commission under the applicable statutes and regulations with respect to any amounts which may in the future be found to be payable by the Releasee in respect of the Releasor.

THE TERMS OF THIS RELEASE AND SETTLEMENT are confidential and neither I nor any agent of mine shall further disclose the nature and contents of the settlement or this Release to any third party, save and except for my spouse/partner, my legal and financial advisors, and as may be required by law. In view of the difficulty of determining damages in the event of a breach of this paragraph, it is agreed that the Releasee will be entitled to liquidated damages in the amount of all payments made by the Releasee under this Release, plus reasonable lawyer's fees and Court costs, if any, incurred by the Releasee in enforcing this paragraph, if the confidentiality of this Release is breached by the Releasor.

IT IS HEREBY FURTHER COVENANTED AND AGREED that I shall not make any disparaging or negative comments in any way relating to the Releasee; the business of the Releasee; the financial affairs of the Releasee; or in respect to the Releasee's employees, officers, directors, clients, volunteers or agents or engage in any actions or conduct harmful or detrimental to the Releasee and I shall not to contact any person or organization of any kind holding myself out as being an authorized representative of the Releasee.

I FURTHER AGREE not to make any claim or take any proceedings against any other person, firm or corporation which might claim contribution or indemnity, or make any claim over against any of the parties to this Release as a result of such action, whether under the *Negligence Act* or otherwise, and, insofar as any such claim may be made and may relate to any of the matters released by this Release, the Releasor agrees to indemnify the others and hold them harmless in respect of any amounts claimed in that regard.

I HEREBY confirm that I have been afforded an opportunity to obtain independent legal advice with respect to the details of the settlement evidenced by this agreement, and confirm that I have sought and received the advice and confirm that I am executing this Full and Final Release and Indemnity freely, voluntarily and without duress.

IT IS UNDERSTOOD AND AGREED that the settlement evidenced by this Release, and the payment of the consideration referred to in this Release, does not constitute any admission of liability on the part of the Releasee, and that such liability is in fact denied.

IN WITNESS WHEREOF I have hereunto executed this Release by affixing my hand and seal this ____ day of January, 2017, in the presence of the witness whose signature is subscribed below.

SIGNED, SEALED AND DELIVERED

in the presence of

_____	}	_____
Witness		Carl Song