

**SCHEDULE "B"**  
**FULL AND FINAL RELEASE**

In this Release:

**"Charter Claims"** means any claim, demand, action or proceeding made against the Releasees pursuant to the *Canadian Charter of Rights and Freedoms, Constitution Act, 1982*, and without limiting the generality of the foregoing includes any claim whatsoever brought by a Class Member pursuant to s. 15 of the *Canadian Charter of Rights and Freedoms, Constitution Act, 1982* in any way relating to or arising from the infection of a Class Member with Hepatitis C through the blood system during the Class Period;

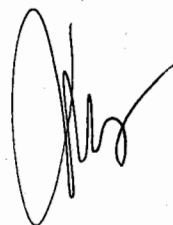
**"Releasees"** means, individually and collectively,

- a. Canada,
- b. each of the past, present, and future ministers and employees of Canada,
- c. each of the past and present agents of Canada,
- d. the Canadian Blood Agency,
- e. the Canadian Blood Committee and its members,

including their respective past, present, and future parent, subsidiary and affiliated corporations, employees, agents, officers, directors, shareholders, volunteers, representatives, executors, administrators, successors and assigns. Each Releasee is a trustee for the purpose of asserting the benefit of the release covenants in the PRE-1986/ POST-1990 HEPATITIS C SETTLEMENT AGREEMENT for all Releasees except Canada and holds the benefit of this Release on their behalf as well as on its own behalf. For greater certainty, neither the Crown in Right of any Province or Territory nor the Canadian Red Cross Society and its successors is a Releasee.

**"Releasor"** means the undersigned on his or her own behalf and his or her heirs, administrators, executors, Personal Representatives and successors.

In this Release, initially capitalized terms not defined in this Release have the meanings set out in the PRE-1986/ POST-1990 HEPATITIS C SETTLEMENT AGREEMENT, including its Appendices. Words importing



the singular number include the plural and vice versa, words importing any gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations, corporations and governmental authorities. The term "including" means "including without limiting the generality of the foregoing".

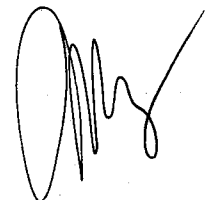
THIS RELEASE WITNESSES that in consideration of the right of the Releasor to participate in the Compensation Plan and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

### **1. Direct Release**

- a. The Releasor fully and forever releases, acquits and discharges each of the Releasees from any and all actions, causes of action, liabilities, claims and demands including Charter Claims, whatsoever of every nature or kind for damages, contribution, indemnity, costs, expenses and interest which the Releasor ever had, now has or may hereafter have in any way relating to or arising from the infection of a Class Member with HCV through the blood system during the Class Period whether such claims were made or could have been made in any proceeding including the Class Actions as provided in the Approval Orders.
- b. The Releasor agrees that the same consideration is in full and final settlement and satisfaction of any and all such claims against the Releasees now and in the future including Charter Claims.

### **2. Cessation of Litigation**

- a. The Releasor hereby consents to the dismissal without costs of any claim, including Charter Claims, or proceeding of any kind directly or indirectly against any Releasee in any way relating to or arising from the infection of a Class Member with HCV through the blood system during the Class Period including the Class Actions as provided in the Approval Orders. A Releasee may not claim the benefit of any of the provisions of this Release unless and until the Releasee consents to the dismissal without costs of such claim or proceeding to be so dismissed by the Releasor.

A handwritten signature in black ink, consisting of a large, stylized initial 'M' followed by a series of loops and a long horizontal stroke extending to the right.

- b. The Releasor undertakes not to now or at any time hereafter:
- i. commence;
  - ii. assist in;
  - iii. acquiesce in; or
  - iv. permit the Releasor's name to be used in,
- any claim, including Charter Claims, or proceeding of any kind directly or indirectly against any Releasee in any way relating or arising from the infection of a Class Member with HCV through the blood system during the Class Period.

### **3. Complete Bar**

The Releasor agrees that this Release is a complete defence to any claim against the Releasees, including Charter Claims, or proceeding of any kind brought by the Releasor directly or indirectly against any Releasee in any way relating to or arising from the infection of a Primarily-Infected Person with HCV through the blood system during the Class Period (including the infection of a Secondarily-Infected Person) and this Release will forever be a complete bar to the commencement or prosecution of any such claim against the Releasees, including Charter Claims or proceeding, and the Releasor does hereby consent to the dismissal without costs of any such future claim, including Charter Claims or proceeding.

### **4. Claims For Contribution or Indemnity**

In the event that the Releasor commences an action for compensation arising from or relating to the infection of a Class Member with Hepatitis C through the blood system during the Class Period, that Releasor will claim only several liability as against the defendants in such action in such a manner that no claim over against the Releasees can arise, and will indemnify and save Canada harmless against any third party claims or other claims over arising in that action.

The Releasor undertakes not to make any claim against the Releasees, including Charter Claims, or demand or take any actions or proceedings against any Releasee or any other person in any way relating to or arising from the infection of a Primarily-Infected Person with HCV through the blood system during the Class Period (including the infection of a Secondarily-Infected Person). For greater certainty, the Releasor will not



make any claim, including Charter Claims or demand or take any actions or proceedings in which any claim could arise against any Releasee for damages and/or contribution and/or indemnity and/or other relief over, under the provisions of the Negligence Act (Ontario) or its counterpart in other jurisdictions, the common law or any other statute of this or any other jurisdiction in any way relating to or arising from the infection of a Primarily-Infected Person with HCV through the blood system during the Class Period (including the infection of a Secondarily-Infected Person) and the Releasor also hereby consents to a dismissal without costs of any such claim or proceeding which results in such a claim being made.

THE RELEASOR HEREBY ACKNOWLEDGES that this Release is made with a denial of liability by the Releasees and nothing in it nor any action of any Releasee will be construed as an admission of liability by any Releasee.

THE RELEASOR HEREBY DECLARES that the Releasor has had the opportunity to seek independent legal advice with respect to the terms and effect of this Release and the undersigned fully understands and accepts each and every term and condition of this Release and that this Release is given voluntarily for the purpose of making a full and final compromise and settlement of all claims against the Releasees, including Charter Claims and other matters in any way relating to or arising from the infection of a Class Member with HCV through the blood system during the Class Period whether such claims were made or could have been made in any proceeding including the Class Actions.

THIS RELEASE will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the undersigned has executed this Release.

DATED, 20

SIGNED, SEALED AND  
DELIVERED )  
in the presence of:

\_\_\_\_\_

\_\_\_\_\_

Witness

