SEPARATION AND RELEASE AGREEMENT

This Separation and Release Agreement ("Agreement") is made and effective this [DATE],

**BETWEEN: [EMPLOYEE NAME]** (the "Employee"), an individual with his main address at:

 [COMPLETE ADDRESS]

**AND: [YOUR COMPANY NAME]** (the "Company"), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**RECITALS**

The employee is a former employee of the Company, and the Parties wish to resolve any claim by Employee against the Company and all other existing differences completely and amicably, without litigation. Employee acknowledges that the payment to him under this Agreement is being made for the sole purpose of avoiding the uncertainties, displeasures and expense of litigation.

The Parties represent that they have been advised about the Agreement by their respective counsel, are competent to enter into it, fully understand its terms and consequences, and enter into it knowingly and voluntarily.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. **NO ADMISSION**

This Agreement is entered in connection with the compromise of disputed claims. Neither this Agreement nor any action or acts were taken in connection with this Agreement or pursuant to it will constitute an admission by Company or any other person or entity of any violation of law, nor will it constitute or be construed as an admission of any wrongdoing whatsoever. In fact, Company, its officers, employees, agents and representatives specifically deny committing any unlawful act against Employee at any time.

1. **PAYMENT**

Within three (3) days after execution of this Agreement, and in consideration for the promises and covenants contained herein, Company will cause to be delivered to counsel for Employee a check in the amount of [AMOUNT]. Except for this payment, Employee acknowledges and agrees that he is entitled to receive no other payments, benefits, or compensation from Company. Employee represents that there are no outstanding advances or other sums due to Company from Employee.

1. **TAX**

Appropriate tax deductions shall be made by the Company from the payment made under Section 2.

1. **RELEASE**

Employee, on behalf of himself and his representatives, spouse, agents, heirs and assigns, releases and discharges Company and Company's former, current or future officers, employees, representatives, agents, fiduciaries, attorneys, directors, shareholders, insurers, predecessors, parents, affiliates, benefit plans, successors, heirs, and assigns from any and all claims, liabilities, causes of action, damages, losses, demands or obligations of every kind and nature, whether now known or unknown, suspected or unsuspected, which Employee ever had, now has, or hereafter can, shall or may have for, upon or by reason of any act, transaction, practice, conduct, matter, cause or thing of any kind whatsoever, relating to or based upon, in whole or in part, any act, transaction, practise or conduct prior to the date hereof, including but not limited to matters dealing with Employee’s employment or termination of employment with the Company, or which relate in any way to injuries or damages suffered by Employee (knowingly or unknowingly). This release and discharge includes, but is not limited to, [SPECIFY LAW], claims arising under federal, state and local statutory or common law, including, but not limited to, [SPECIFY LAW], claims for wrongful discharge under any public policy or any policy of the Company, claims for breach of fiduciary duty, and the laws of contract and tort; and any claim for attorney’s fees. Employee promises never to file a lawsuit or assist in or commence any action asserting any claims, losses, liabilities, demands, or obligations released hereunder.

1. **KNOWN OR UNKNOWN CLAIMS**

The Parties understand and expressly agree that this Agreement extends to all claims of every nature and kind, known or unknown, suspected or unsuspected, past, present, or future, arising from or attributable to any conduct of the Company and its successors, subsidiaries, and affiliates, and all their employees, owners, shareholders, agents, officers, directors, predecessors, assigns, agents, representatives, and attorneys, whether known by Employee or whether or not Employee believes he may have any claims, and that any and all rights granted to Employee under [LAW] or any analogous state law or federal law or regulations, are hereby expressly WAIVED, if applicable. Said Section [NAME] of [LAW] reads as follows:

[RETYPE PARAGRAPH]

1. **NON-DISCLOSURE**

Employee and his counsel represent that they have not disclosed the terms of this Agreement to anyone other than Employee's spouse. Employee, his counsel and Employee's spouse agree to keep the terms of the Agreement, including the fact that a payment was made to Employee and the amount of such payment, strictly confidential and, unless required by court order or other law, will not disclose such information without the prior written permission of the Company to anyone except Employee's attorneys or tax advisors, if any, but only after informing those persons that they too must keep the information confidential. If asked about the status of the dispute between the Parties, Employee, his counsel and Employee's spouse may state only that "the matter has been resolved", or words to that effect, but will not otherwise disclose any information about this Agreement or its terms. Because a breach of this confidentiality paragraph would cause Company damages that are impracticable or too difficult to fix, in the event of such a breach, Employee shall be liable to Company for liquidated damages in the amount of [AMOUNT] for each breach, plus any attorneys' fees and costs owed pursuant to Section 18 herein and any equitable relief.

1. **EMPLOYER PROPERTY AND TRADE SECRETS**

The employee will return to Company any and all of its property and documents which he or she may have in his or her possession. including, but not limited to, documents, equipment, tools, computers, customer lists, correspondence, handbooks, manual reports, plans, projects, drawings, marketing materials, software, tapes, phones, cars, keys, security devices, inventions, formulas, and proprietary information within [DAYS] from the execution of this Agreement.

1. **NO FUTURE EMPLOYMENT**

Employee promises not to seek employment or any other business relationship at any time in the future with Company or any of its parents or affiliates, and he forsakes any right to be employed or to have any other business relationship in the future with Company or any of its parents or affiliates.

1. **NON SOLICITATION OF CLIENTS AND CUSTOMERS**

The Employee, on behalf of himself or herself, their agents and assigns, agrees that, for a period of [NUMBER] year following the execution of this Agreement, or so long as Company is in operation, whichever is less, he or she will not, for any reason whatsoever, directly or indirectly solicit the clients or customers of Company, without the written permission of Company. The Parties agree that any breach of this provision is a material breach of this Agreement.

1. **NON SOLICITATION OF EMPLOYEES**

The Employee, on behalf of himself or herself, his or her agents and assigns, agrees that for a period of [NUMBER] year following the execution of this Agreement, or so long as Company is in operation and in good standing, whichever is less, he or she will not, directly or indirectly, recruit any of the employees of Company then employed by Company for the purpose of employment in any outside business. The Parties acknowledge that any breach of this provision is a material breach of this Agreement.

1. **NO DISPARAGEMENT**

Employee agrees not to disparage Company or any of its officers, employees, agents or representatives and will not knowingly say or do anything that would have an adverse impact on Company.

1. **REFERENCES**

*In re*sponse to any request to Company from any prospective employer for an employment reference regarding Employee, the Company shall provide only Employee's dates of employment and final job title.

1. **NO ADMISSION OF WRONGDOING**

This agreement shall not in any way be construed as an admission by the released Parties of any acts of wrongdoing whatsoever against Employee or any other person.

1. **FURTHER DOCUMENTS**

Each party agrees to execute or cause their counsel to execute any additional documents and take any further action which may reasonably be required in order to consummate this Agreement or otherwise fulfil the obligations of the Parties there under.

1. **DISPUTE**

Should a dispute arise concerning this Agreement or its performance, such dispute shall be resolved, at the election of the party seeking to enforce the Agreement, either by court action or by binding arbitration administered by the [ASSOCIATION/COMPANY] under its commercial dispute resolution rules. If arbitration is initiated, the arbitration shall be held in [CITY], [PROVINCE].

1. **MODIFICATION AND WAIVER**

Any modifications to this Agreement must be in writing and signed by duly authorised representatives of each of the Parties and must be expressly stated that it is the intention of each of the Parties hereto to amend the Agreement. No breach of any provision of this Agreement shall be deemed waived unless the waiver is in writing signed by a duly authorised representative of the waiving party. Waiver of any one breach shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement.

1. **CONSTRUCTION**

This Agreement shall be construed and enforced in accordance with the laws of the [COUNTRY]. The language of this Agreement shall be construed as to its fair meaning and not for or against either party.

1. **ATTORNEYS’ FEES**

Should any action be brought by any party to this Agreement to enforce any provision thereof, the prevailing party shall be entitled to recover, in addition to any other relief, reasonable attorneys’ fees and costs and expenses of litigation or arbitration.

1. **INTEGRATION**

This Agreement constitutes integration of the entire understanding and agreement of the Parties with respect to the matters referred to in this Agreement. Any representation, warranty, promise or condition, whether written or oral, between the Parties with respect to the matters referred to in this Agreement which is not specifically incorporated in this Agreement shall not be binding upon any of the Parties hereto and the Parties acknowledge that they have not relied, in entering into this Agreement, upon any representations, warranties, promises or conditions not specifically set forth in this Agreement. No prior or contemporaneous oral or written understanding, covenant, or agreement between the Parties, with respect to the matters referred to in this Agreement, shall survive the execution of this Agreement. Each party hereto assumes the risk of misrepresentation, concealment or mistake, and if any party should subsequently discover that any fact relied upon in entering into this Agreement was untrue, or that any fact was concealed from it, or that its understanding of the facts or law was incorrect, it shall not be entitled to set aside this Agreement by reason thereof. This Agreement may be modified only by a written agreement executed by both Parties hereto.

1. **BINDING AGREEMENT**

The Parties understand and expressly agree that this Agreement shall bind and benefit (as applicable) the heirs, employees, owners, officers, shareholders, directors, subsidiaries, spouses, affiliates, successors, predecessors, agents, witnesses, attorneys, representatives, and assigns of the Company and Employee.

1. **COUNTERPARTS**

This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and all counterparts took together shall constitute one and the same Agreement, which shall be binding and effective as to all Parties.

1. **HEADINGS**

Headings in this Agreement are for convenience of reference only and are not a part of the substance hereof.

1. **TIME FOR ACCEPTANCE AND REVOCATION**

If required by applicable law, Employee shall have up to [NUMBER] days from the date this Agreement is presented to Employee to accept the terms of this Agreement, although Employee may accept it at any time within those [NUMBER] days. If required by applicable law, after acceptance, Employee will still have an additional [NUMBER] days in which to revoke his acceptance. To so revoke, Employee must send the Company a written statement or revocation to be received by the Company by the end of the seventh day.

1. **STATEMENTS TO UNEMPLOYMENT BOARD AND TO OTHERS**

Company agrees that it will not contest Employee’s application for unemployment insurance benefits. Notwithstanding this agreement, however, Company reserves the right to truthfully furnish information requested by the unemployment board or any other agency and to rebut false or misleading information submitted by the Employee, whether requested to do so or not.

1. **SEVERABILITY**

If any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect, except that, should paragraphs 4, 5 or 6 be held invalid, void or unenforceable, either jointly or separately, as a result of any action by Employee, Company shall be entitled to rescind the Agreement and/or recover from Employee any benefits provided to her under Section 2 above.

The Parties each hereby execute this Agreement as of [DATE].

COMPANY EMPLOYEE

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title

**CERTIFICATION BY EMPLOYEE'S COUNSEL**

We, [NAMES], are counsel to [EMPLOYEE]. We have reviewed the Agreement with our client. [HE/SHE] has indicated that [HE/SHE] is competent to enter into it, that [HE/SHE] fully understands its’ terms and consequences, and that [HE/SHE] enters into it knowingly and voluntarily. We also agree to abide by the confidentiality provision in Section 6 of the Agreement.

NAME NAME

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title