**RELEASE AND SETTLEMENT**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (EMPLOYEE NAME) (**hereinafter referred to as the **“Employee”),** hereby acknowledges having entered into the following agreement (hereinafter referred to as “Agreement”) with **EMPLOYER INC.**, its affiliates and beneficiaries (hereinafter collectively referred to as the “Employer”), reached on \_\_\_\_\_\_\_\_\_\_\_\_\_ (*agreement date*):

1. The employment of the Employee at the Employer ended on or about \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
2. The payment by the Employer to the Employee of the amount of $\_\_\_\_\_\_\_\_\_.00 in capital, interests and costs, corresponding to compensation for the Employee for signing a confidentiality agreement with Employer to be paid in the fifteen (15) days following the signature of the present agreement;
3. The Employee acknowledges that the payment by the Employer of the aforementioned amounts comprises all sums which may, could or could have been due to him by the Employer, in regards to prior notice, in regards to indemnity *in lieu* of a notice of termination of employment of contractual or extra-contractual damages, of salary, of bonus, of commission, of allowances, of vacation, of leave, or of all other claims or amounts whatsoever pursuant to any law, contract, policy, regime, regulation, decree or practice whatsoever;
4. In return, for the respect by the Employer of the Agreement, the Employee renounces to all rights, actions, complaints, recourses, demands, damages or claims of any nature whatsoever against the Employer, their insurers and their affiliates, officers, agents, administrators, servants, employees, attorneys, successors, parent, subsidiaries, assigns (The “Released Party” or “Released Parties”), and this before any tribunal (judicial or quasi-judicial) or governmental or statutory entity as it may be, including all rights or claims relating to his employment or to the termination of his employment with the Employer;
5. The Employee also waives and all rights to employment or re-employment with the Employer or any successor or affiliated organization (“Related Entity”). The Employee agrees that the Employer and the Related Entities have no obligation, contractual or otherwise, to employ or re-employ him, now or in the future, either directly or indirectly, on a full-time, part-time, or temporary basis, including, but not limited to, utilizing the Employee’s services as a temporary employee, worker, or contractor through any temporary service providers, vendors, or agencies.
6. In return, for the respect by the Employee of the Agreement, and considering his representations that any and all documents which the property of the Employer have been remitted to the latter, the Employer renounces to all rights, actions, complaints, recourses, demands, damages or claims against the Employee and this before any tribunal or governmental or statutory entity as it may be including all rights or claims relating to the employment or the termination of employment of the Employee. It does not preclude the Released Parties to institute against the Employee any recourse which may be required, if the Employee does not act faithfully and honestly or use any confidential information, which he may have obtained in carrying on or in the course of employment.
7. Furthermore, the Employee undertakes to reimburse all amounts that could be claimed against the Employee pursuant to the Employment Insurance Act, the Tax Act (Canada) or the Taxation Act (Quebec) following the present settlement and to hold the Employer harmless with respect to all claims in regards to this subject. The Employee represents that he has not received any employment insurance indemnity
8. The Employee and the Employer acknowledge that the present Agreement constitutes a transaction pursuant to article 2631 and following of the *Civil Code of Quebec*, which binds and benefits to their heirs, successors and beneficiaries;
9. Both parties agree not to demean, disparage or make negative comments regarding the other party, whether oral or written, including through social media. The Employee undertakes not to interfere with the Released Parties’ operations or to publicly take position against it;
10. The Employee explicitly acknowledge that the aforementioned payments are made without any admission of liability on the part of the Released Parties;
11. The parties undertake to maintain confidential the contents of the Agreement, except as required by law;
12. The Employee expressly acknowledge that before signing the present Agreement, he was given sufficient time to review the terms and modalities and that he was also given sufficient time to obtain independent legal advice relating to this Agreement;
13. After being satisfied that the present Agreement is fair and reasonable and that it revokes any previous agreement between the parties, the Employee explicitly acknowledges having freely and voluntarily signed, without pressure and after fair consideration, the present Agreement;
14. *Les parties ont requis que le présent document soit rédigé en langue anglaise.* The parties have requested that the present document be drafted in the English language.

IN WITNESS WHEREOF, the parties have signed:

This \_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_ This \_\_\_ day of \_\_\_\_\_\_, 20\_\_\_

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EMPLOYEE EMPLOYER INC. Per: