

Ort, Datum

Employee
Street,Nr.
Zipcode City

Company (Employer)
Street,Nr.
Zipcode City

Termination Agreement

between

Employer name

and

Name of employee

With this general release, Maria Mustermann (hereafter called EMPLOYEE) releases and evermore discharges XY Company (hereafter called EMPLOYER), its associates and and other employees of all charges, claims, and causes of action of every kind which the EMPLOYEE has, or has ever had, or may in the future have relating in any manner to the EMPLOYEE'S work with the EMPLOYER until and including the date on which this agreement has been signed by both parties.

The EMPLOYEE agrees not to start, join or initiate a lawsuit or any action regarding any alleged unlawful conduct related to his employment with the other party.

The EMPLOYEE understands and agrees that the waivers in this agreement include any and all discrimination actions such as, but not limited to, the California Fair Employment and Housing Act, age discrimination under the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, and any other related regulation, clause or law.

The EMPLOYEE hereby waives the provisions of section 1542 of the California Civil Code, especially the part that states that „a general release does not extend to claims which the creditor does not know or suspect to exist,,

The employment between COMPANY and EMPLOYEE will end at Month/Day/Year in mutual agreement. The employee is released under further payment of salary up to the Month/Day/Year from the work. Unused holiday at the rate of X working days is granted during the work-free time.

SEVERANCE

The employee will get a sum of XXX € severance. Payment will be made at the end of the employment.

Both parties agree that the entire amount described in this paragraph is to settle claims for mental and emotional distress. Implied and agreed that EMPLOYEE has no present claim for wages.

TERMINATION REASON AND UNEMPLOYMENT INSURANCE

The termination of employment occurs for operational reasons.

(If applicable: Without this termination agreement we would have to terminate the EMPLOYEE anyway.) The EMPLOYER will not contest EMPLOYEE's application for unemployment insurance benefits. The EMPLOYER does not admit or deny, that the EMPLOYEE might have a right to receive unemployment insurance benefits.

HOUSING TERMINATION AGREEMENT (only if the company provides the housing)

The EMPLOYER agrees to pay EMPLOYEE an additional 750 € if the EMPLOYEE moves out of the company provided housing within 2 weeks, or by Month/Day/Year at XX:XX PM, and leaves the house in a clean condition. If the employee vacates the company provided housing by Month/Day/Year at XX:XX PM, and leaves the house in proper condition, the EMPLOYER agrees to pay the EMPLOYEE 1500 €.

FURTHER CLAUSES

This is a settlement agreement means that the EMPLOYEE also forfeit any disputed claims. The EMPLOYER does not admit liability or responsibility of any claims or possible claims at any time for any purpose.

The EMPLOYEE agrees to keep the terms of this settlement agreement and general release strictly confidential.. This does not include the use of the agreement in any proceeding if either of the parties suppose a breach of this settlement agreement and general release.

Both parties might start an action to enforce this Agreement. Under such circumstances the other party shall recover the attorney's fees, costs and expenses actually incurred in such action.If the EMPLOYEE breaks the clauses contained in this agreement and files a lawsuit or claim regarding to legal claims that have been released, the EMPLOYEE will pay for all costs it causes the EMPLOYER or its associates or agents, including reasonable attorneys' fees, in defending against the EMPLOYEE.

The EMPLOYEE acknowledge that he has been strongly encouraged to consult with an attorney before signing this agreement and that whether or not to do so is the EMPLOYEE's decision.

The EMPLOYEE here by stated that he understands all of this Settlement Agreement and General Release and is fully aware of its content and of its legal effects.

When Age 40+: The EMPLOYEE has been granted a period of 21 days to review and consider this Agreement before signing it. and the EMPLOYEE may use as much as all of the mentioned period for consideration prior to signing this agreement.)

The EMPLOYER has made no promises to the EMPLOYEE other than the ones included in this Agreement. This Agreement can only be modified or limited by a signed written agreement of the both parties.

Dated: XX/XX/20XX *Maria Mustermann*</i>

Dated: XX/XX/20XX *Max Mustermann*, CEO