[INSERT LOGO OF COMPANY]

[SPECIFY COMPLETE NAME OF COMPANY]

[SPECIFY STREET ADDRESS]

[SPECIFY CITY] [SPECIFY STATE OR COUNTRY]

[SPECIFY ZIP CODE]

[SPECIFY CONTACT NUMBER]

[SPECIFY EMAIL ADDRESS]

**EMPLOYEE**

**REFERENCE RELEASE AGREEMENT**

This Employee Reference Release Agreement is made in [SPECIFY DATE OF EXECUTION] and entered between [SPECIFY COMPLETE NAME OF FORMER EMPLOYEE], herein called as “Employee”;

AND;

[SPECIFY COMPLETE NAME OF COMPANY], herein called as “Company”.

**BACKGROUND**

Given that:

The nature of this understanding is to consult with a fired Employee to evade claim for wrongful release or termination;

Employee is a previous worker in Company;

Even if Employee did not consent to this arrangement, Company will pay the compensation that Employee has earned through the date of their termination, any collected get-away advantages, and different advantages as per the terms and states of such plan. Essentially, regardless of whether Employee does not consent to this agreement, Employee will be offered advantages to which Employee is entitled

Employee and Company speak to that they have been exhorted about the contract by their particular guidance, are equipped to go into it, completely comprehend its terms and results, and go into it intentionally and deliberately;

Employee and Company wish to determine any claim by Employee against Company and all other existing contrasts totally and genially, without case;

In view of the foregoing premises, Employee and Company consent to the following:

**A. ACCOUNT PAYABLES**

1. The parties understand and expressly agree that this agreement extend to:
2. Claims that are known or unknown;
3. Claims from the past;
4. Claims of every nature and kind;
5. Claims from the present;
6. Claims arising from or attributable to any conduct of its Company’s subsidiaries;
7. Claims that are suspected or unsuspected;
8. Claims from the future;
9. Claims arising from or attributable to any conduct of all their employees, owners, shareholders, agents, officers, directors, predecessors, assigns, agents, representatives, and attorneys;
10. Claims arising from or attributable to any conduct of Company;
11. [ADD MORE IF INTENDED]

(NOTE: Neither Employee knew or not but Employee believes he may have claims, and that any and all rights granted to Employee under the law or any analogous regulations, are hereby expressly waived, if applicable.)

1. Company will cause to be delivered to counsel for Employee a check or cash in the amount of $[SPECIFY AMOUNT], within three days after execution of this agreement, and in consideration for the promises and covenants contained.

(NOTE: Employee who acknowledges and agrees that he is entitled to receive no other payments, benefits, or compensation from Company shall be considered. And when Employee who represents that there are no outstanding advances or other sums due Company from Employee shall also be considered.)

1. These are the appropriate tax deductions to be made by Company from the payment made under Section

|  |  |
| --- | --- |
| **TAX DEDUCTIONS** | **AMOUNT** |
| Employee’s Dependents | $[SPECIFY AMOUNT] |
| Excise Tax | $[SPECIFY AMOUNT] |
| Income Tax | $[SPECIFY AMOUNT] |
| Employee Benefits exceeding the limit amount required by law | $[SPECIFY AMOUNT] |
| [ADD MORE IF INTENDED] | [ADD MORE] |

1. Should any activity be conveyed by any party to this consent to authorize any arrangement thereof, the common party might be qualified for recuperate, notwithstanding some other help, sensible lawyer's charges and expenses and costs of suit or assertion.
2. In case of such a break, Employee should be subject to Company for exchanged harms in the measure of $[SPECIFY AMOUNT] for each rupture, in addition to lawyer's charges and expenses owed as per the arrangements in this and any even handed alleviation.
3. [ADD MORE IF INTENDED]

**B. RESTRICTIONS**

1. Employee and his counsel represent that they have not disclosed the terms of this agreement to anyone other than Employee’s spouse. They have agreed that:

|  |  |
| --- | --- |
| * The fact that payment was made to Employee; | * The amount of such payment is strictly confidential; |
| * There must be a court order or other law that states that it will not disclose such information without the prior written permission of Company to anyone.   NOTE: They can disclose only after informing those persons that they too must keep the information confidential which are Employee’s attorneys or tax advisors. | * 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. |
| [ADD MORE IF INTENDED] | [ADD MORE IF INTENDED] |

(NOTE: A breach of this confidentiality paragraph would cause Company damages that are impracticable or too difficult to fix in the labor laws of the [SPECIFY LOCATION OF STATE OR COUNTRY OF Company].)

1. Employee concurs not to separate Company or any of its officers, workers, operators or agents and won't purposely say or do anything that would adverse effect Company.
2. This understanding is entered regarding the bargain of questioned claims. Neither this
3. understanding nor any move or acts made regarding this agreement or in accordance with it will constitute an affirmation by Company or some other individual or substance of any infringement of law, nor will it constitute or be interpreted as a confirmation of any bad behavior at all. Actually,
4. Company, its officers, workers, operators and delegates particularly deny conferring any unlawful demonstration against Employee whenever.
5. Employee guarantees not to look for work or some other business relationship whenever later on with Company or any of its folks or partners and he neglects any privilege to be utilized or to have some other business relationship later on with Company or any of its folks or subsidiaries.

**C. CONSIDERATION**

1. Employee hereby releases and discharges Company from all cases, liabilities, reasons for activity, harms, misfortunes, requests or commitments of each kind and nature, regardless of whether now known or obscure, suspected or unsuspected, which Employee at any point had, now has, or in the future can, should or may have for, upon or by reason of any demonstration, exchange, rehearse, lead, matter, cause or thing of any sort at all, identifying with or in light of, in entire or to some degree, any demonstration, exchange, practice or direct preceding the date in this regard, including yet not constrained to issues managing Employee's business or end of work with Company, or which relate in any capacity to wounds or harms endured by Employee.
2. Because of any demand to Company from any forthcoming boss for a business reference in regards to Employee, Company shall give just Employee's dates of work, length of the work, and last occupation title or position.
3. Each party consents to execute or make their insight execute any extra archives and make any further move which may sensibly be required keeping in mind the end goal to perfect this Agreement or generally satisfy the commitments of the gatherings there under.
4. Should a debate emerge concerning this understanding or its execution, such question might be settled, at the race of the gathering trying to authorize the agreement, either by court activity, or by restricting intervention controlled by the [SPECIFY ARBITRATION OR MEDIATION COUNCIL OR AGENCY] under its business question determination rules. In the event that discretion is started, the assertion shall be held in [SPECIFY CITY], [SPECIFY STATE OR COUNTRY].

**D. GENERAL PROVISIONS**

1. The language of this agreement should be translated as to its reasonable importance and not entirely for or against either party.
2. On the off chance that any arrangement of this understanding is held to be invalid, void or unenforceable, the rest of the arrangements should stay in full power and impact, with the exception of that, cases, discharge and non-revelation condition be held invalid, void or unenforceable, either together or independently, because of any activity by Employee, Company might be qualified for repeal the agreement as well as recuperate from Employee any advantages gave to her.
3. Employee and Company comprehend and explicitly concur that this contract shall tie and benefit (as pertinent) the beneficiaries, workers, proprietors, officers, investors, chiefs, backups, life partners, members, successors, forerunners, specialists, witnesses, lawyers, agents, and allocates of Company and Employee.
4. This understanding should be interpreted and upheld as per the laws of the [SPECIFY NAME OF STATE OR COUNTRY].
5. Headings in this understanding are for accommodation of reference just and are not a piece of the substance about.
6. This agreement constitutes a combination of the whole understanding and agreement of Employee and Company concerning the issues alluded to in this agreement.
7. Any portrayal, guarantee, guarantee or condition, regardless of whether composed or oral, between the gatherings as for the issues alluded to in this contract which isn't particularly fused in this understanding should not endless supply of the gatherings hereto and the gatherings recognize that they have not depended, in going into this understanding, upon any portrayals, guarantees, guarantees or conditions not particularly put forward in this understanding.
8. No earlier or contemporaneous oral or composed comprehension, contract, or understanding between the gatherings, as for the issues alluded to in this contract, might survive the execution of this understanding
9. Each gathering here to accept the danger of distortion, covering or botch, and if any gathering ought to consequently find that any reality depended upon in going into this contract was false, or that any reality was hidden from it, or that its comprehension of the actualities or law was off base, it might not be qualified for put aside this understanding by reason thereof. This Agreement might be changed just by a composed understanding executed by the two parties hereto.
10. Up to the extent required by appropriate law, Employee must be given not more than 21 days from the date this understanding is furnished to Employee to acknowledge the terms of this agreement, despite the fact that Employee may acknowledge it whenever inside those 21 days. On the off chance that required by appropriate law, after acknowledgment, Employee will even now have an extra seven (7) days in which to repudiate his acknowledgment.
11. To so renounce, Employee must send Company a composed proclamation or denial to be gotten by Company before the finish of the seventh day.
12. This agreement might be executed in partners and when each gathering has marked and conveyed no less than one such partner, every partner should be regarded a unique and all partners taken together should constitute one and a similar understanding, which shall bind and effective as to all parties.

The parties each hereby execute this agreement as of [SPECIFY DATE OF EFFECTIVITY].

**EMPLOYEE:**

[SPECIFY SIGNATURE OF FORMER EMPLOYEE]

[SPECIFY COMPLETE NAME OF FORMER EMPLOYEE]

[SPECIFY DATE OF TERMINATION]

**COMPANY:**

[SPECIFY SIGNATURE OF COMPANY REPRESENTATIVE]

[SPECIFY COMPLETE NAME OF COMPANY REPRESENTATIVE]

[SPECIFY POSITION OR TITLE]