



www.jordan-lawyer.com
e mail : samilawfirm@yahoo.com
call me : 00 962 79 636 8622

Settlement Agreement and General Release — Mutual

THIS MUTUAL SETTLEMENT AGREEMENT and GENERAL RELEASE (the "Release" is made and entered into effective for all purposes and all respects as of [----- -], by and between -----) whose address is P.O. Box 1374 , ----- and ----- ("EMPLOYEE"), together, "the parties."

WHEREAS, EMPLOYEE's employment with EMPLOYER has ended, effective [----- --];

WHEREAS, the parties seek to resolve all claims or causes of action which could be asserted by or against any of the parties, and even though the parties deny the basis of any and all such claims or causes of action if any such existed, the parties desire that this employment relationship end with a Mutual Settlement and Release;

WHEREAS, EMPLOYER has agreed to pay certain consideration to EMPLOYEE in return for this Release;

WHEREAS, EMPLOYEE has made commitments and promises of acknowledged value to EMPLOYER; and

WHEREAS, each party to this Release has made the decision and determination that it has sufficient information necessary to enter into and execute this Release;

NOW, THEREFORE, for and in consideration of the agreements, covenants, releases, and obligations contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

1. Upon execution of this Release by both parties and the fulfillment of all its terms, EMPLOYER agrees to pay to EMPLOYEE an amount equal to two (2) months' pay (\$----.00), less standard deductions, to be paid in a lump sum (the "severance payment), as and in full and complete satisfaction and settlement of any and all claims or causes of action which



www.jordan-lawyer.com

e mail : samilawfirm@yahoo.com

call me : 00 962 79 636 8622

EMPLOYEE could assert arising directly or indirectly out of, or in any way connected with, based upon, or related to EMPLOYEE's employment by EMPLOYER or to the termination of that employment, pursuant to or arising under or out of any statute, common law, regulation, and/or ruling, whether federal or municipal. This Release is made by the parties to avoid the threat of future litigation and shall never at any time for any purpose be considered as an admission of liability, fault, or responsibility on the part of any party or representative thereof. The Employee agrees and acknowledges that EMPLOYEE is entitled to no other severance payments or severance benefits and that no payments described here will be made unless and until the provisions of Paragraph 12 below have been complied with. Nothing herein can or is intended to affect EMPLOYEE's pension rights or the amount (if any) of any pension payments to which EMPLOYEE is entitled.

2. This Release is made by the parties to avoid the threat of future litigation and shall never at any time for any purpose be considered as an admission of liability, fault, or responsibility on the part of any party or representative thereof.

3. The parties hereby absolutely, unconditionally, and forever release, acquit, and discharge each other and each other's representatives, officers, directors, employees, and agents, from any and all actions, causes of action, suits, debts, costs, expenses, damages, losses, claims, liabilities, and demands of any character, nature or kind, whether known or unknown, matured or contingent, liquidated or unliquidated, in law, equity, or otherwise, which any party ever had, now has or can, shall or may in the future have arising from or relating to employee's employment by EMPLOYER and/or the cessation of that employment. This release expressly extends to all claims based on the present and future effects of past acts of EMPLOYER. The general release in this paragraph is intended specifically to include, but is not limited to, all claims or causes of action which any party could, might or may assert arising under any federal, state, or local statute or ordinance providing any remedy, including, but not limited to, in the case of EMPLOYEE, claims or causes of action arising under Title VII of the Civil Rights Act of 1964, as amended.

4. The agreements, covenants, representations, and warranties of the parties set forth in this release shall survive the date of the release and the performance by the parties of any and all obligations under it. All such agreements and covenants shall be binding and enforceable



www.jordan-lawyer.com

e mail : samilawfirm@yahoo.com

call me : 00 962 79 636 8622

against the parties bound thereby in accordance with their terms.

5. Notwithstanding anything contained in this release to the contrary, nothing herein, expressed or implied, is intended to confer on any person or entity other than the parties hereto or their respective officers, directors, representatives, employees, agents, successors, heirs, executors, estates, and personal and legal representatives, any rights, remedies, obligations, or liabilities under, or by reason of, this Release.

6. This Release constitutes the final written expression of all of the agreements between the parties with respect to the subject matter hereof and is a complete and exclusive statement of those terms. The only consideration for the EMPLOYEE's execution of this Release is as set out above, and the EMPLOYEE agrees that no representations, promises or agreements of any kind, other than the express terms of this Release, have been made to or with EMPLOYEE by any person or entity whatsoever to cause EMPLOYEE to sign this Release.

7. EMPLOYEE promises never to file or participate in a lawsuit, arbitration or other legal proceeding asserting any claims that are released pursuant to this Agreement, except to enforce rights created by this Release, as stated in Paragraph 4, above. If the EMPLOYEE breaches EMPLOYEE's promise and files or participates in a legal proceeding based on any such released claims, EMPLOYER's obligation to make the payments and benefits referred to in Paragraph 1 above shall terminate immediately, and the EMPLOYEE will (i) repay to EMPLOYER any money paid to EMPLOYEE pursuant to this Release; (ii) pay for all costs incurred by EMPLOYER, including reasonable attorneys' fees, in defending against EMPLOYEE's claim; and (iii) pay all other damages awarded by a court of competent jurisdiction.

8. The parties promise that the contents of this Release are and shall remain confidential. The parties may reveal the contents of this Release only to its officers and executives, members of EMPLOYEE's immediate family, EMPLOYEE's tax counselor, and to EMPLOYEE or EMPLOYEE's attorney.

9. EMPLOYEE promises not to disparage, debase, or demean EMPLOYER and



www.jordan-lawyer.com

e mail : samilawfirm@yahoo.com

call me : 00 962 79 636 8622

EMPLOYER's representatives, officers, directors, employees, and agents. EMPLOYER promises that it will not disparage, debase, or demean EMPLOYEE.

10. EMPLOYEE promises and agrees not to seek employment from EMPLOYER in the future.

11. The persons who have executed this Release represent and warrant that they understand all the terms of this Release, that they are duly authorized and permitted to enter in this Release on behalf of the respective party for whom they are signing, and that they enter into this Release voluntarily.

12. EMPLOYEE acknowledges that EMPLOYEE:

(i) has been advised to consult an attorney prior to signing this Release;

(ii) has twenty-one (21) days after the date of this Release is given to sign and deliver the signed copy of the Release to EMPLOYER (although EMPLOYEE may choose to sign and deliver the Release sooner);

(iii) has a period of seven (7) days after a signed copy of this Release is delivered to EMPLOYER to cancel and revoke it;

(iv) has read and fully understands all the of provisions of this Release and is knowingly and voluntarily agreeing to its terms;

(v) recognizes that should EMPLOYEE rescind acceptance of this Release as provided in sub-paragraph (iii), above, EMPLOYER has no obligation to pay to any part of the Settlement Amount described herein.

IN WITNESS WHEREOF, EMPLOYER and EMPLOYEE have executed this Release as of the date above state

I, ----- , understand that I have twenty-one (21) days to consider the offer made to me in this Release. My signature below affirms that I have knowingly and voluntarily elected to shorten that period.



www.jordan-lawyer.com
e mail : samilawfirm@yahoo.com
call me : 00 962 79 636 8622

Employee :

- _____

Title: _____

[-----]

WITNESS:

WITNESS:
