

**SAMPLE SEPARATION AGREEMENT AND RELEASE**

This Separation Agreement and Release ("the Agreement"), is made and entered into by and between **[INSERT EMPLOYEE NAME]**, residing at **[INSERT EMPLOYEE ADDRESS, CITY, COUNTRY]** ("the Employee"), acting on behalf of [himself/herself], and **[INSERT EMPLOYING ENTITY]**, acting on behalf of itself and its parents, affiliates, subsidiaries, and related companies, including, without limitation, **[INSERT RELEVANT CORPORATE ENTITIES]**, and **[GLOBAL HOLDING COMPANY]** and its subsidiaries, affiliates, and related companies ("the Company").

**[INSERT WHEREAS CLAUSE(S) AS REQUIRED FOR LOCAL JURISDICTION]**

1. The Agreement shall not in any way be construed as an admission on the part of the Company that it wrongfully or in any manner or fashion whatsoever violated any law or obligation to the Employee. The Company specifically denies that it has violated any law or obligation relating to its employment of the Employee and to the Employee's separation from such employment.
2. Effective as of **[INSERT month + date + year]** (the "Termination Date"), the Company and the Employee agree to terminate (i) the Employee's employment by the Company and of any positions whatsoever, held currently by the Employee or which may have been held by the Employee at any time previously in any division within the Company, (ii) Employee's employment **[agreement or letter]** with the Company dated **[INSERT month + date + year]** and (iii) any previous employment or assignment letters, without any reciprocal notice or payment of any corresponding indemnity in lieu of notice, save such notice or payment in lieu thereof and attendant benefits set forth herein below. The Company and the Employee agree that the Employee shall not be required to perform work for the Company as from **[INSERT month + date + year]** until the Termination Date and that, during that period, the Employee will provide the Company with the reasonable information and assistance necessary to allow a smooth transition of duties to the Employee's successor or other personnel of the Company.

3. Immediately upon signature of this Agreement **[OR SPECIFY OTHER DATE]**, the Employee will return all Company property and information received in the course of employment with the Company, including, without limitation, documents, laptop computer computer-generated information, reports, books, studies, data, credit cards, employee identification, access cards and other such materials and shall retain no copies of any such property or information. However, the company car **[INSERT type + mark]**, plate number: **[INSERT reg. no]** and company mobile telephone shall be returned no later than 5 days following the Employee's execution of this Agreement **[OR SPECIFY OTHER DATE]**. All of the above property shall be in good condition, save for normal wear and tear.
4. In full and final settlement of all amounts due to the Employee as a result of the Employee's employment with the Company and the termination thereof, the Employee will receive:
  - a) A gross payment in the amount of **[INSERT amount + currency]** (less applicable tax deductions and/or withholdings) ("the Payment"). The Payment includes any notice payments, severance and/or other types of payments which are or may be claimed to be accrued or due and owing to the Employee under the laws of **[INSERT RELEVANT COUNTRIES]**, and any and all other applicable countries or locations, and under any employment agreement with or severance or separation pay plan maintained by, the Company. The offer of this Payment to Employee by the Company is contingent on the Employee's first having signed this Agreement, and
  - b) The Employee shall receive any unpaid vacation entitlements for the calendar year **[20\_\_ ]** and any vacation entitlements for **[20\_\_ ]** on a pro-rata basis.
5. The Payment set forth in Section 4 (a) above will be paid, less applicable taxes or other required withholdings, by check or wire transfer to the Employee's bank account in two equal installments, *i.e.*, 50%, **[INSERT currency + amount]**, will be paid no later than seven (7) days after the signing of this Agreement, and the remaining 50%, **[INSERT currency + amount]**, will be paid no later than **[INSERT month + date + year]**. The payment of the two installments set forth above will be contingent upon (i) the Employee having first signed this Agreement and (ii) the return of the Company's property in the agreed condition as set forth in Section 3 above.
6. **[IF APPLICABLE: The Employee's outstanding deferred stock awards and stock options will be distributed, cashed out, or exercisable following termination to the extent provided by and in accordance with the terms of the individual grant agreements and the relevant plans.]**
7. In consideration for the items set forth in Section 4 above and allowing for only those obligations created by or arising out of this Agreement, the Employee, on [his/her] own behalf and on behalf of all heirs, executors, administrators, assigns and successors, recognizes that the Payment is exceeding legal or contractual minimum requirements and therefore irrevocably and unconditionally releases and forever discharges the Company, including its parents, subsidiaries, affiliates and related companies, including, without limitation, its and their trustees, directors, officers, shareholders, agents, attorneys, insurers, and employees, past and present, and each of them, from any and all claims and causes of action under the laws or

regulations of any country or jurisdiction, including, without limitation, **[INSERT RELEVANT COUNTRIES]**, arising out of or related to the Employee's employment with the Company or mutual termination of such employment, including, without limitation:

- a) Claims and liability of any kind or nature, salary-related debt (in money or in kind), any and all bonuses (including without limitation any corporate/local incentive plans), seniority, age, or severance entitlements, profit sharing, allowances, social benefits, stock awards or stock options, indemnity in lieu of notice payments, transportation, vacation leave, travel allowances, commissions, indemnities, extralegal benefits, and in general any other labor or other benefit or payment, which because of an involuntary error or omission, or due to any other reason, was not paid to the Employee during the course of his employment with the Company or at the time of his separation therefrom. The Employee fully waives the right to bring any claim of any nature whatsoever, be it labor, civil, administrative or other, or a claim for any additional compensation whatsoever, including expressly stock awards and stock options, against the Company and hereby forever releases same.
- b) Any and all claims under contract, tort, statutory or common law, including, without limitation, wrongful discharge, breach of implied or express contracts, breach of an implied covenant of good faith and fair dealing, tortious interference with contract or prospective economic advantage, violation of public policy, whistle blowing, intentional or negligent infliction of emotional distress, negligent hiring/supervision, defamation, fraud, discrimination, harassment, retaliation or other claims of wrongful conduct, including, specifically, any claims arising out of any legal or contractual restriction on the Company's right to terminate its employees;
- c) The Employee waives, and acknowledges full satisfaction of, all claims against the Company, including, without limitation, those claims concerning Employee's employment, employment contract(s) and mutual termination thereof, both with respect to the procedure or the form of the mutual termination, and the reasons for such mutual termination, which the Employee may have, whether implied, by law, or pursuant to the provisions of the Employee's employment contract or any other document.

This release includes all claims and causes of action, whether known or unknown, arising from conduct occurring on or before the date of signature of this Agreement, which itself conclusively settles all matters between the Company and the Employee. **[IF EMPLOYEE IS A U.S. CITIZEN, INSERT U.S. RELEASE LANGUAGE]**

8. In consideration of the payment of the amounts specified herein, Employee agrees to execute any documents (including, without limitation, letters of resignation and share transfer agreements and take any other actions reasonably necessary to terminate any directorships, officerships, or other relationships with the Company or any of its affiliates. In particular, the Employee agrees to cooperate with the Company and to sign any other document(s) which may be required in accordance with the laws of **[INSERT local country]**, consistent with the terms of this Agreement.

9.

- a) *Confidential Information.* As used in this agreement, "Confidential Information" means nonpublic information belonging to the Company or any affiliated person or entity (together, the "Affiliates") which is of value to any of the Affiliates in the course of conducting its business and the disclosure of which could result in a competitive or other disadvantage to any of the Affiliates. Confidential Information includes, without limitation, financial information, reports, and forecasts; inventions, improvements and other intellectual property, trade secrets, know-how, designs, processes or formulae, software, market or sales information or plans, customer lists; and business plans, prospects, strategies and opportunities (such as possible acquisitions or dispositions of businesses or facilities) which has been discussed or considered by the management of the Affiliates. Confidential Information includes information developed by the Employee in the course of employment by the Company, as well as other information to which the Employee may have access in connection with such employment. Confidential Information also includes the confidential information of others with which any of the Affiliates has a business relationship.
- b) Confidentiality. The Employee understands and agrees that [his/her] employment with the Company created a relationship of confidence and trust between the Employee and the Company with respect to all Confidential Information. At all times, both during the employment and after its termination, the Employee will keep in confidence and trust all such Confidential Information and will not use or disclose any such Confidential Information without the written consent of an Officer of **[INSERT CORPORATE ENTITY]** except as may be required by law and in that case with prior written notice to **[INSERT CORPORATE ENTITY]**.
- c) Documents, Records, etc. All documents, records, data, apparatus, equipment and other physical property, whether or not pertaining to Confidential Information, which are or were furnished to the Employee by any of the Affiliates or were produced by the Employee in connection with employment with the Company will be and remain the sole property of the Company. The Employee will return to the Company all such materials and property. The Employee will not retain any such material or property or any copies thereof after such termination.
10. Until the Termination Date and for a period of two years thereafter, the Employee will not directly or indirectly, knowingly cause or induce any present or future employee of the Company or any of its affiliates to leave the employ of the Company (or affiliate) or to accept employment with the Employee or any other person, firm, association or company, if such employee (i) is in the employ of the Company or any of its affiliates or (ii) has been in the employ of the Company or any of its affiliates within one year immediately preceding employment by the Employee or by such other person, firm, association or company. Nothing contained in this paragraph will prohibit the Employee from providing personal references or recommendations for individuals in connection with such individuals' application for employment by, or other association with, a person, firm, association or company if the personal reference or recommendation was requested by such person, firm, association or company without initiation by the Employee.

11. The Employee shall not make, participate in the making of, or encourage any other person to make, any public statements, written or oral, in whatever format, including, without limitation, electronic communications such as Internet message boards, which are intended to criticize, disparage, or defame the goodwill or reputation of, or which are intended to embarrass the Company, any of its subsidiaries or affiliates, or any of their respective directors, officers, executives, or employees. The Employee further agrees not to make any negative public statements, written or oral, relating to [his/her] employment, separation of such employment, or any aspect of the business of the Company or any of its subsidiaries or affiliates.
12. The Employee agrees that until his separation date he will fully cooperate with all reasonable instructions from the Company or its representatives, including without limitation documenting and explaining historical and ongoing information as may be requested by new management or employees, not signing or approving items outside the scope of his transitional assignment, and continuing to sign items at the direction of new management where such signature is required based on his position as officer or director of a legal entity, designated signatory on a bank account, investment account, or contract, or otherwise. The Employee also agrees to reasonably cooperate both before and after his/her separation date with any Company investigation and with any request by the Company for assistance in responding to requests for information or documents by any governmental agencies or in connection with any pending or threatened administrative or judicial proceeding, and further agrees, to the extent permitted by law, to promptly provide the Company with the same information or documents (or copies thereof) that the Employee provides to any governmental agency or discloses in any pending or threatened administrative or judicial proceeding. The Company agrees to reimburse the Employee for any out-of-pocket expenses reasonably and directly incurred in connection with compliance with any request(s) by the Company in connection with this clause.
13. The Employee agrees to keep the terms and conditions of this Agreement confidential and not disclose them to anyone except members of [his/her] immediate family, [his/her] attorney, and [his/her] tax and financial advisors. In the event of any such allowed disclosure, the Employee shall inform each individual that the existence and terms of this Agreement are confidential and shall secure agreement from the individual that he or she will abide by the confidentiality provisions of this Agreement. Nothing in this Agreement shall prevent the Employee from providing information to any governmental agency, in response to a request by any court, or as otherwise required by law.
14. In the event of the breach of any of the provisions of this Agreement, the Employee will pay the Company the contractual penalty in the amount of **[INSERT local currency]**. The Company reserves the right and will be entitled to claim damages in excess of the contractual penalty specified above.
15. Except as specifically set forth in this Agreement, the Employee and the Company represent that, to the best of their knowledge, each has no outstanding debts or other obligations to the other, apart from what is explicitly mentioned in this Agreement. **[IF EMPLOYEE HAS A REPATRIATION AGREEMENT AND DECLINES REPATRIATION, INSERT AS FOLLOWS: The Employee acknowledges that the Company has offered to repatriate**

**[him/her] to [INSERT home country] in accordance with the terms and conditions of the Employee's expatriation agreement [and INSERT RELEVANT POLICY], and that [he/she] has declined such offer. The Employee hereby waives any right to repatriation or relocation by the Company.]**

- 16. The Employee acknowledges that the Company has advised [him/her] to consult with an attorney regarding this Agreement. The Employee represents and agrees that [he/she] fully understands the right to discuss all aspects of this Agreement with an attorney and that [he/she] has carefully read, fully understands and voluntarily enters into this Agreement. **[IF EMPLOYEE IS A U.S. CITIZEN AND AGE 40+, INSERT OWBPA LANGUAGE]**
- 17. This Agreement has been executed in English and **[INSERT local language]** where the English language version shall prevail. One copy of each version shall be provided to each party.
- 18. **[INSERT local country]** law will prevail for any matters not specified in this Agreement.

Place, Date: \_\_\_\_\_

Place, Date: \_\_\_\_\_

[INSERT relevant entity] Branch in [INSERT local country]

\_\_\_\_\_

[INSERT name of authorized signatory]

\_\_\_\_\_

[INSERT name of Employee]

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