

Hand Delivered

[Date]

[Name, Address]

Dear <>:

As we discussed, your employment with <> (the "Company") will end today, **[date of letter and notice of termination date]**. The Company wishes to assist you in the transition to new employment and therefore will offer you the following assistance:

1. You will receive pay-in-lieu-of-notice equal to **[# of weeks of ESA statutory notice period]** weeks of salary subject to applicable employment standards legislation **[and your employment agreement – (if applicable)]**. You will also receive outstanding accrued vacation pay to **[date which is the end of the statutory notice period]**, also subject to statutory deductions. These amounts will be paid to you whether or not you choose to accept the proposal that is set out in paragraph 5.
2. Your group insurance benefits will cease on **[date which is the end of the statutory notice period]**. We suggest that you make immediate arrangements for replacement coverage through an independent carrier. You may be able to convert your group life insurance into personal coverage. Should you wish to explore this possibility, please contact <> immediately at <> as there will be a time limit for doing so.
3. A Record of Employment will be forwarded to you within a few days of your interruption of earnings, care of your current address set out above.
4. The Company will provide you with a letter of reference, if requested. The letter is offered to you on an unconditional basis, regardless of whether you accept the proposal set out in paragraph 5.
5. **[Without prejudice to the position that you have received all entitlements owed to you by the Company pursuant to the foregoing paragraphs of this letter (note this sentence is to be used in event employee has signed employment agreement with a statutory minimums termination clause)]**, on the condition that you provide the Company with a properly executed full and final release (the "Release") in the form enclosed, the Company will provide you with a lump sum payment equivalent to a further one (1) week of base salary, also subject to statutory deductions.

Attached is a copy of the Release. The offer at paragraph 5 is open for acceptance until 5:00 p.m. on **[a date which is seven calendar days following the notice of termination date and not on a weekend]**. If you have any questions about the offer, please feel free to contact the undersigned.

Finally, we take this opportunity to remind you of your ongoing obligations of confidentiality to the Company. We also take this opportunity to remind you to immediately return all Company property, including computer hardware and software and all Company documents or copies thereof. If you have any outstanding expenses, please submit them to the Company with supporting invoices by ***[a date which is seven calendar days following the notice of termination date and not on a weekend]*** and they will be honoured in accordance with Company policy.

We wish you every success in your future endeavours.

Yours very truly,

FULL AND FINAL RELEASE

WHEREAS XXX (the "Employee") has agreed to settle all matters outstanding with XXX (the "Company") and its directors, officers, employees, shareholders, successors, principals, subsidiaries, affiliates, predecessors, assigns and agents, and the respective directors, officers and employees thereof (altogether, the "Releasees");

IN CONSIDERATION of the terms of settlement set out in a letter from the Company to the Employee dated XXX and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Employee, for him/herself and on behalf of his/her assigns, administrators, executors, trustees, beneficiaries and agents, does hereby release, remise and forever discharge the Releasees from any and all actions, causes of action, complaints, claims, demands, suits, proceedings, obligations, duties, accounts or liabilities whatsoever and, without limiting the generality thereof, all actions, causes of action, complaints, claims, demands, suits, proceedings, obligations, duties, accounts or liabilities which have been or could have been the subject of dispute in relation to the employment of the Employee with the Company or the termination thereof, and, without limiting the generality of the foregoing, the Employee acknowledges that the said settlement is in satisfaction of all claims for damages for wrongful dismissal including, without limitation, all claims in respect of common law notice, equity compensation, commissions, bonuses, incentive payments, benefits or benefit coverage, or any other prerequisites.

AND FOR THE SAID CONSIDERATION, the Employee, for him/herself and on behalf of his/her assigns, administrators, executors, trustees, beneficiaries and agents, does hereby release, remise and forever discharge the Releasees from any and all claims in respect of any obligations pursuant to applicable employment standards legislation including but not limited to statutory notice, statutory severance, outstanding wages, vacation pay and overtime pay, as well as all claims in respect of any obligations pursuant to applicable human rights legislation and applicable workers safety and insurance legislation. Without limitation, the Employee covenants and undertakes that he/she will not file any claims or complaints under any of the above-referenced legislation arising out of his/her employment with the Company or the termination of that employment.

AND FOR THE SAID CONSIDERATION the Employee hereby undertakes, covenants and agrees that he/she will take no action and assert no claim, complaint or proceeding against any third party who in turn may claim contribution, indemnity or other relief over, either at common law or in equity or under statute in respect of any of the matters released hereby.

AND FOR THE SAID CONSIDERATION the Employee further agrees to save harmless and indemnify the Releasees from and against any and all claims, charges, taxes, penalties or demands and interest thereon or costs incurred in relation thereto, made by Canada Revenue Agency requiring the Releasees to pay any amounts under the *Income Tax Act (Canada)* or other duly recognized federal, provincial or local taxing authorities in respect of income tax payable, and from and against any and all claims, charges, taxes, penalties or demands and interest thereon or costs incurred in relation thereto, made on behalf of or related to Employment Insurance or the Canada Pension Plan under the applicable statutes and regulations with respect

to any amounts which may, in the future, be found to be payable by the Releasees with respect to the employment of the Employee or the termination of that employment.

IT IS UNDERSTOOD AND AGREED that the Releasees admit no liability for any matter released hereby and any such liability is hereby expressly denied.

IT IS UNDERSTOOD AND AGREED that the terms of the settlement shall not be disclosed, except to the Employee's immediate family, legal counsel or financial advisors, unless obligated by law or Court Order.

IT IS UNDERSTOOD AND AGREED that the Employee will not criticize, denigrate or otherwise disparage or cause disparagement of the Releasees.

IT IS UNDERSTOOD AND AGREED that the Employee has read and understands the terms of this release and has had the opportunity to obtain advice in relation thereto and has done so or refused to do so of his/her own volition. It is further understood and agreed that the Employee has not been induced to enter into this release by reason of any representation or warranty of any nature or kind whatsoever. It is further understood and agreed that this Release shall enure to the benefit of the Releasees and shall be binding on the Employee and his/her heirs, executors, administrators, legal personal representatives, successors and assigns.

IN THE EVENT that any provision or portion of any clause of this Release shall be held invalid, illegal or unenforceable under any applicable law, the invalidity, illegality or unenforceability shall not affect the validity and enforceability of the remainder of this Release.

IT IS UNDERSTOOD AND AGREED that this Release may be delivered by facsimile or email transmission and shall be binding if so delivered.

IN WITNESS WHEREOF the Employee has signed this release, this _____ day of _____, 20<>.

Witness
Print Name and Address:

Employee Signature