

# TERMINATION AGREEMENT

This Termination Agreement, dated Saturday, November 11, 2023 (the "**Termination Agreement**"), between Maria F. Perez-Marom, referred to as "Employee" working in the state of Florida, and HR Business Support referred to as the "Employer," a registered LLC Florida business having its principal place of business at 400-B Main Street, Saint-Zotique (Quebec) J0P 1Z0 Canada, and 1511 SE 12<sup>th</sup> Court, Deerfield Beach, Florida (together with Employee, the "**Parties**", and each, a "**Party**").

WHEREAS, the Parties entered into an Employment Contract dated June 2, 2023 (the "Agreement") engaging Employee's work for an Indefinite amount of time;

WHEREAS, pursuant to the Letter received on November 10, 2023 by Employee, Employer has decided to discontinue their operations in the United States;

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Termination of the Agreement. Subject to the terms and conditions of this Termination Agreement, the Agreement is hereby terminated as of Friday, November 10th, 2023 (the "**Termination Date**"). From and after the Termination Date, the Agreement will be of no further force or effect, and the rights and obligations of each of the Parties thereunder shall terminate.

2. Mutual Release.

(a) In consideration of the covenants, agreements, and undertakings of the Parties under this Termination Agreement, each Party, on behalf of itself and its respective present and former parents, subsidiaries, affiliates, officers, directors, shareholders, members, successors, and assigns (collectively, "**Releasors**") hereby releases, waives, and forever discharges the other Party and its respective present and former, direct and indirect, parents, subsidiaries, affiliates, employees, officers, directors, shareholders, members, agents, representatives, permitted successors, and permitted assigns (collectively, "**Releasees**") of and from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, admiralty, or equity (collectively, "**Claims**"), which any of such Releasors ever had, now have, or hereafter can, shall, or may have against any of such Releasees for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of time through the date of this Termination Agreement arising out of or relating to the Agreement, except for any Claims relating to rights and obligations

preserved by, created by, or otherwise arising out of this Termination Agreement [(including any surviving indemnification obligations under the Agreement)].

(b) Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

(c) It has the full right, corporate power, and authority to enter into this Termination Agreement and to perform its obligations hereunder.

(d) The execution of this Termination Agreement by the individual whose signature is set forth at the end of this Termination Agreement on behalf of such Party, and the delivery of this Termination Agreement by such Party, have been duly authorized by all necessary action on the part of such Party.

3. Miscellaneous.

(a) This Termination Agreement and each of the terms and provisions hereof may only be amended, modified, waived, or supplemented by an agreement in writing signed by each Party.

(b) The Parties drafted this Termination Agreement without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

(c) This Termination Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Termination Agreement as of the date first written above.

By\_\_\_\_\_

Name: Cédric Leboeuf

Title: President at  
HR Business Support

By\_\_\_\_\_

Name: Maria F. Perez-Marom

Title: Director of Human Resource Service at  
HR Business Support

