**CONFIDENTIAL SETTLEMENT AGREEMENT**

**AND MUTUAL RELEASE WITH NON-DISPARAGEMENT CLAUSE**

This Confidential Settlement Agreement and Mutual Release (“Agreement”) is entered into as of the date signed by the Parties and memorializes the Agreement between the undersigned hereafter (“Consultant”) and the undersigned manager and recruiter, individually (“Manager”) and undersigned entity (“Company”) (“collectively referred to as the “Parties”).

**RECITALS**

1. Consultant was hired to perform work at the behest of Manager on behalf of Company.
2. Consultant did perform certain preliminary tasks as directed by Manager.
3. A dispute has arisen between the parties as to the competency and quality of the work provided and any amount owed to Consultant for the work that he performed.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**SETTLEMENT TERMS**

1. Manager and Company agree to pay Consultant the sum below in U.S. dollars in full and final settlement of any and all claims that Consultant may have against Manager and/or Company.

**RELEASES**

1. As of the date of execution of this Agreement the Parties hereby fully and forever release and discharge each other, and each of the other’s present and former agents, servants, partners, partnerships, joint ventures, co-venturers, corporations, business entities, owners, directors, officers, managers, employees, contractors, predecessors, successors, assigns, heirs, beneficiaries, executors, administrators, representatives, parents, shareholders, subsidiaries, affiliates, divisions, licensees, licensors, customers, officers, spouses, insurers, underwriters, accountants, and lawyers from any and all damages, suits, actions, claims, debts, demands, assessments, obligations, liabilities, judgments, attorneys’ fees, costs, expenses, rights of action and causes of action, of any kind or character whatsoever, in law or equity, whether known or unknown, accrued or unaccrued, contingent or non-contingent, which any of them ever had, now have, or may in the future have as a consequence of any matter which has occurred between or among them from the beginning of time up and to including the date of execution of this Agreement by all Parties, arising out of or relating in any way to the facts found in the Recital.

**NON-DISPARAGEMENT**

1. The Parties agree that they, each of them, and each of their employees and agents will refrain from defaming or making any disparaging comment to any person or entity, whether in-person, on the internet, or in any other medium whatsoever. For example, any comments by any Party that reflect negatively upon the professional competence, ethics, or business of the other Party would be a breach of this clause. Further, Consultant agrees to refrain from making any mention of or comment about Manager to Company or to any third party. The Parties understand and agree that this Paragraph is a material provision of this Agreement and that any breach of this Paragraph shall be a material breach of this Agreement, and that each Party would be irreparably harmed by violation of this provision. The Parties expressly agree that any breach of this Paragraph shall entitle the other Party or Parties to seek injunctive relief in Court to prevent further reputational damage. In addition, the Parties agree that breach of the non-disparagement clause will cause the aggrieved party damages that are difficult to quantify and therefore the Parties agree that any breach of the non-disparagement clause shall entitled the aggrieved party to liquidated damages in the amount of $50,000.00 (fifty thousand dollars USD).

**CONFIDENTIALITY**

1. The Parties agree to maintain in strict confidence the existence of this Agreement, the contents and terms of this Agreement (including but not limited to the consideration for this Agreement), and the disputes, claims and potential claims covered by this Agreement (herein collectively referred to as the “Settlement Information”). The Parties agree not to disclose any Settlement Information to third parties.

**REPRESENTATIONS AND WARRANTIES**

1. Each Party warrants and represents that: (a) in executing this Agreement, it does so with full knowledge of any and all rights that it may have with respect to the matters set forth and claims released herein; (b) it is entering into this Agreement of its own free will; (c) it, or its authorized representatives, have each carefully read this Agreement and know and fully understand its contents and significance; (d) it has been represented, or had the opportunity to be represented, by independent counsel in the negotiation and preparation of this Agreement; (e) it enters into this Agreement freely, without coercion, based upon its own judgment and not in reliance on any other representations or promises; (f) it has the authority to enter into this Agreement; and (g) it has not assigned, transferred, conveyed or encumbered any claim or right of action, or any part thereof, which such Party has against each other and which is released herein.

**COMPROMISE**

1. The Parties acknowledge that this Agreement represents a compromise settlement of the dispute between the Parties and should not be construed as or constitute an admission of any fact, legal conclusion, fault, wrongdoing or liability by any Party. Without limiting the foregoing, the Parties agree that this Agreement shall not be used as evidence in any proceeding between the Parties, except in a subsequent proceeding to construe or enforce this Agreement only.

**ENTIRE AGREEMENT**

1. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes and replaces any and all contemporaneous or prior agreements or understandings, whether written or oral, with respect to the subject matter hereof. Each Party expressly acknowledges that, in making this Agreement, it has not relied upon any statement or representation made by another that is not set forth herein.

**GOVERNING LAW; VENUE**

1. The validity of this Agreement, any of its terms or provisions and the rights and duties of the Parties, shall be governed by the laws of the state of Washington, without regard to that state’s conflict of laws doctrine. The parties agree that any action related to or arising out of this Agreement shall be brought exclusively in a court having jurisdiction located in King County, Washington State.

**ATTORNEYS’ FEES**

1. In the event of any action or proceeding to enforce or interpret this Agreement or its terms, the prevailing party (as determined by the Court) shall be entitled to reasonable attorneys’ fees and costs, in addition to any other relief to which the prevailing party may be entitled.

**EXECUTION IN COUNTERPARTS**

1. This Agreement may be executed in any number of counterparts and by each Party on separate counterparts, each of which when so executed and delivered to the other shall be deemed an original and all of which taken together shall constitute one and the same instrument. The Parties may initially exchange counterparts by facsimile transmission or images sent by e-mail (such as a PDF scanned file), with original counterparts to be exchanged promptly thereafter in “hard” copy.

IN WITNESS HEREOF, the Parties have executed this Agreement on the dates indicated below.

DATE: December \_\_\_\_\_\_\_\_, 20\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Consultant, on his own behalf

DATE: December \_\_\_\_\_\_\_\_, 20\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Manager, on his behalf and on behalf of Corporation