

[____Date____]

[____Name____]

[____Address____]

[____Address (cont'd.)____]

[____Address (cont'd.)____]

RE: Notice of Termination of _____ Agreement as of the _____ day of _____, 20_____

Dear _____,

Pursuant to our ongoing conversations, this letter shall hereby serve as notice (the “**Notice**”) of the fact that _____ [Employer] (“_____”) and _____ [Employee] (“_____”) have mutually agreed, as of the date specified above, to terminate the existing _____ Agreement (the “**Agreement**”). Such termination, accordingly, shall be effective as of _____ [Date] (the “**Effective Date of Termination**”).

In consideration for your express acquiescence to the “Restrictive Covenants” enumerated in Exhibit A of this Notice, [as well as [(i) your services to _____ [Employer]_____, [(ii) your performance of any continuing conditions and obligations under this Notice], and/or [(c) the terms and conditions under your employment-related agreement]] _____ [Employer]_____ would like to offer you a severance that is comprised of the following (the “**Severance**”):

Please note that your Severance shall be subject to the withholding of any and all applicable federal, state taxes, and local taxes.

This Severance shall represent any and all monies owed to _____ [Employee]_____ as of the Effective Date of Termination, and in accordance with any prior and existing agreements. As further consideration for the Severance, you shall serve _____ [Employer]_____ as a consultant and may be called on to advise _____ [Employer]_____ in this capacity. In accordance with applicable laws, regulations, and guidelines, you hereby confirm that by signing this Notice you further agree to

assist _____ [Employer] _____ by performing, or fully cooperating with, the following prior to the Effective Date of Termination:

____ [Employer] _____ sincerely thanks you for your work on behalf of our business, and we very much look forward to working with you again in the future should a mutually beneficial occasion or opportunity arise. If the terms within this Notice are acceptable, please sign this Notice below and return this Notice to the undersigned. If you have any questions, whatsoever, please direct them to our attorney, Mr. Byoung Jo Kang, Esq., who can be reached vis-à-vis email at bjkang@bjkanglaw.com, or the Human Resources Department at _____ [Employer] _____, which can be reached vis-à-vis email at _____ [Employer's HR email] _____.

Sincerely,

____ [Capacity at Employer (*e.g.*, CEO, President)] _____

IN WITNESS WHEREOF, the undersigned, having read this Notice and the Exhibit A "Restrictive Covenants," does hereby knowingly, voluntarily, and freely sign as of the date set forth below.

____ [EMPLOYEE NAME] _____

/s/ _____

Name: _____

Date: _____

/REMAINDER INTENTIONALLY LEFT BLANK; EXHIBIT A TO FOLLOW

EXHIBIT A
RESTRICTIVE COVENANTS

IN CONSIDERATION for the “Severance” made by _____ [Employer] _____ (“the “**Employer**”), which is made pursuant to the foregoing “Notice” to which this Exhibit A (the “**Agreement**”) is attached, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, _____ [Employer] _____ and _____ [Employee] _____ (“the “**Employee**”) mutually agree to the following.

1. Confidentiality

A. Confidential Information. Employee shall not, during the term of, or any time following the expiration of, Employee’s _____ Agreement with Employer (the “**Agreement**”), directly or indirectly, divulge, use, furnish, disclose, exploit, or make available to any person or entity, whether or not a competitor of the Employer, any “Confidential Information,” except as may be necessary in connection with the faithful performance of Employee’s duties to Employer. Notwithstanding the foregoing, in addition to the matters set forth in this Agreement regarding Confidential Information, Employee agrees to be bound by any policies or procedures of Employer which are generally applicable to all employees of Employer with respect to the protection of Confidential Information.

(a) “*Confidential Information*” shall mean and/or include any Employer proprietary information, technical data, trade secrets, or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to Employee by the Employer, either directly, indirectly, in writing, orally, by drawings, or observation of parts, equipment, methods, or processes. Confidential Information shall also include medical records and related information of Employer or to which Employee had access by virtue of its service to Employer.

(b) “*Confidential Information*” shall not mean and/or include any information that: (i) is or becomes generally available to the public through no act or omission on the part of Employee, (ii) is hereafter received on a non-confidential basis by Employee from a third-party who has, to Employee’s knowledge, the lawful right to disclose such information, or (iii) Employee is required to disclose pursuant to a court order or law. The foregoing exceptions shall not apply to Confidential Information such as medical records and other information governed by the Health Insurance Portability and Accountability Act (HIPAA) and similar laws.

B. Reasonable Measures; Return of Confidential Information. Employee hereby agrees to take reasonable measures to prevent unauthorized parties from obtaining or using Confidential Information. Within five (5) business days of Employee's termination with Employer, regardless of reason, Employee shall deliver all property and materials within Employee's possession or control, which belong to the Employer or which contain Confidential Information, to the Employer.

C. Federal and State Restrictions on Confidential Information. Employee further understands that Employee's obligations with respect to certain Confidential Information, such as information relating to _____, will be further subject to restrictions under certain federal, state, and other laws, rules, and regulations.

2. Indemnification.

Employee hereby indemnifies and holds harmless Employer, along with Employer's officers, employees, directors, shareholders, successors, and assigns, from and against any claim, loss, damage, cost, expense (including reasonable attorneys' fees), or liability arising out of, or related to, the services provided by Employee as an employee to the extent that such services constitutes willful misconduct or gross negligence.

3. Required Disclosures.

Employee shall notify Employer, in writing, within three (3) days after any of the following events occurs:

(a) Employee becoming the subject of a disciplinary proceeding or action, or the subject of any investigation, sanction, or similar action by a peer review organization, or the subject of any other audit or similar proceeding by any federal, state, and/or local agency, or any Medicaid carrier or intermediary, in relation to any of Employee's activities during or throughout the term of Employee's employment with Employer.

4. Release of Claims.

In consideration for the Severance and other good and valuable consideration, as set forth above, Employee agrees to fully release and discharge Employer, from all claims and damages of every kind, known and unknown, which exist or can arise out of the relationship and/or termination of service between Employer and Employee through, and including, the date of Employee signing the Notice. This release includes, but is not limited to, any rights or claims arising under the California Constitution; California statutory and common law; the California Fair Employment and Housing Act; the California Labor Code; the Age Discrimination in Employment Act (ADEA); Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; federal and state family leave

statutes; any and all other federal, state and local laws, statutes, executive orders, regulations and common law; any claim for any loss, cost, damage, or expense arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds received by Employee as a result of this Notice; any and all claims for attorneys' fees and costs, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any state or federal law. Employee and Employer agree that this is a settlement in compromise of all such claims to the extent permitted by applicable law.

Employee further agrees and acknowledges that the release provided for in this Section 4 shall apply to all unknown and unanticipated injuries and/or damages as well as those disclosed. Employee acknowledges and understands that Section 1542 of the Civil Code of the State of California provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his/her favor at the time of executing the release, which if known by him/her must have materially affected his/her settlement with the debtor.

Being aware of Section 1542 of the California Civil Code, Employee, by signing this Notice, expressly waives the provisions of Section 1542 of the California Civil Code and any other similar provisions of law that may be applicable.

Notwithstanding the release of claims otherwise provided for in this Section 4 of the Agreement, it is expressly understood that nothing in this Notice will prevent Employee from filing a charge of discrimination with any state or federal agency, including but not limited to the National Labor Relations Board or the Equal Employment Opportunity Commission or any of its state or local deferral agencies, or participating in any investigation by the National Labor Relations Board, the Equal Employment Opportunity Commission or any of its state or local deferral agencies, although Employee understands and agrees that by signing this Notice, he waives his right (if any) to any monetary or other recovery should any governmental agency or other third party pursue any claims on Employee's behalf, either individually, or as part of any class, collective, or representative action. Further, nothing in this Notice shall be construed to waive any right that is not subject to waiver by private agreement, including any right that Employee may have under California Labor Code Section 2802, to indemnification of any expenses or losses incurred in discharging his duties. It is also expressly understood that nothing in this Notice shall in any way prohibit Employee from bringing any complaint, claim, or action seeking to challenge the validity of this Notice and/or bringing any complaint claim or action alleging a breach of this Notice agreement by Employer.

5. Covenant Not to Solicit.

For a period of two (2) years following the date of the Notice, Employee shall not:

(a) Attempt to convince, persuade, solicit, or actually solicit, directly or indirectly, the Employer's customers to terminate, curtail, or restrict their relationship with Employer;

(b) Directly or indirectly attempt to convince, persuade, solicit, or actually solicit any person employed by, or contracted with, the Employer to leave his or her service agreement, employment agreement, or other similarly titled agreement, or to not fulfill his or her contractual responsibility, regardless if the service agreement, employment agreement, or other similarly titled agreement is full-time, part-time, or temporary, and regardless if such service agreement, employment agreement, or other similarly titled agreement is a written or oral agreement, and/or for a determined period of time or at-will; and

(c) Directly or indirectly employ any person employed by, or contracted by, the Employer as of the date of this Notice, regardless if the employment or contractual arrangement is full-time, part-time, or temporary, and regardless if such service agreement, employment agreement, or other similarly titled agreement is a written or oral agreement, and/or for a determined period of time or at-will.

6. Ownership of Records.

The ownership of, and right of control of, all _____, and any and all other documents that were otherwise prepared in connection with the operations and general business of Employer, shall vest, and have vested, exclusively in, and at all times remain with, the Employer. The ownership of, and right of control of, all records and/or documents contemplated herein shall be subject to, and in conformance with, all requirements of applicable professional ethics rules and regulations, and subject to all applicable Federal, State, and Local laws, rules, and regulations.

7. Arbitration.

All disputes, as to breach of the Agreement by either Employer and/or Employee, shall be submitted to, and decided by, the American Arbitration Association regional office in Los Angeles, California. Thus, any dispute, controversy, or claim that arises out of, or is related to, this Agreement or the Notice between Employer and Employee shall be settled by independent arbitration administered by the American Arbitration Association, under its Service Agreement Arbitration Rules and Mediation Procedures, and any judgment by such arbitrator(s) shall be entered into any court having competent jurisdiction thereof.

8. Miscellaneous.

A. Notices. All notices required or permitted by this Agreement shall be in writing. Any notice required or permitted shall be deemed effectively given on the date that such notice is personally delivered, or three (3) days after such notice is mailed by registered or certified mail, return receipt requested, postage prepaid, and properly addressed to the respective party to whom such notice relates at the address set forth below, or at such different address as shall be specified by notice:

If notice to Employer:

If to Employee:

B. Choice of Law. Both this Agreement and the Notice shall be governed, construed, and enforced in accordance with the laws of the State of California.

C. Waiver of Breach. The waiver by either of the parties of a breach or violation, of any provision in this Agreement or Notice, shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision contained in this Agreement or Notice.

D. Severability. If any provision, or part of a provision, in this Agreement or Notice is held to be invalid or unenforceable for any reason, then such invalidity or unenforceability, thereof, shall not affect the remainder of this Agreement or Notice and, thus, this Agreement and Notice shall continue to remain in full force and effect and continue to be enforceable in accordance with the terms therein.

E. Entire Agreement. This Agreement, contemporaneously with the Notice, supersedes all previous contracts and constitutes the entire agreement between the parties: the Employer and the Employee. Employee specifically acknowledges that by entering into, and executing, this Agreement and the Notice, Employee relies solely upon the representations and agreements contained in this Agreement, and the Notice, and no others.

F. Non-admission of Liability Employee understand and agree that neither the payment of any sum of money nor the execution of this Agreement by Employer will constitute or be construed as an admission of any wrongdoing or liability whatsoever by Employer.

G. No disparagement. Following the execution of the Notice, Employee shall not make any statements, whether verbal or written, that disparage or reasonably may be interpreted to disparage Employer or its stockholders, directors, officers, employees, agents, attorneys, representatives, technology, products or services with respect to any matter whatsoever, unless required by law.

[REMAINDER INTENTIONALLY LEFT BLANK]