**TERMINATION OF TRANSACTION AGREEMENT**

Drawn up and signed in \_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_

**Between: RUBY PILI-BATU, Philippine passport number VV 0115446**

(hereinafter: “**Employee**”)

**And: Mrs. Jenny Ayala Levi-Ron (Lavron), ID 008825879**

 Address 12 Hamifne St., Givataim

 (hereinafter: “**Employer**”)

**Whereas** The Employee was employed by the Employer from \_\_\_\_\_\_\_\_\_\_ until 9 December 2018 as a caregiver (hereinafter: “**Period of Her Employment**”);

**And whereas** The Employee acknowledges that during the Period of Her Employment, she stole large sums of money from the bank account of the Employer, amounting to about NIS 26,000, contrary to law (hereinafter: “**Theft Money**”);

**And whereas** The Employee wishes to return the Theft Money which she withdrew from the bank account of the Employer during the Period of Her Employment out of money to which she is entitled by law when drawing up the end of the account at the termination of her employment;

**And whereas** The Parties are interested in finding an agreed solution to the theft executed by the Employee by peaceful means;

**It is therefore stipulated, declared and agreed between the Parties as follows:**

1. The Preface to this Agreement constitutes an integral part thereof.
2. The Employee acknowledges that during her employment with the Employer, she illegally withdrew from the bank account of the Employer large sums of money amounting to about NIS 26,000 without her knowledge and without receiving her consent.
3. In this Agreement, the Employee admits to the accusations of theft attributed to her as brought to her attention by the family members of the Employer and to the harm to the trust given to her in that she stole large sums of money during the Period of Her Employment and acted illegally, and that she knows and comprehends that her actions constitute a criminal offense which negates receipt of severance pay and advance notice.
4. In light of the theft committed by the Employee, it is agreed that the work relationship between the Parties terminated on 9 December 2018 (hereinafter: “**Date of Termination of Work**”). The Date of Termination of Work will not change for any reason whatsoever.
5. The Employee has given her consent in this Agreement for the return of the money which she stole from the Employer by way of the money to which she is entitled by law at the time the final account is written, such as: salary, advance notice, recuperation pay, vacation pay, refunds for travel, compensation for overtime, severance pay and any other right to which she is entitled by law which has not yet been paid upon the termination of her employment.
6. The Employee declares and undertakes that she does not and will not have any contention and/or demand and/or claim against the Employer and/or anyone on her behalf for the Period of Her Employment and/or its termination and/or any other demands and/or claims, including, but without derogating from, a hearing, advance notice, severance pay and the manner of its calculation, salary, vacation pay, recuperation pay, sick days, refund of travel expenses, overtime pay, deposits to funds and lodging compensation. And this is subject to the full execution of the provisions of this Agreement.
7. For the full, final and absolute settlement of all the rights and/or contentions and/or demands and/or claims of the Employer against the Employee of every kind and sort whatsoever, for the Period of Her Employment with the Employer and/or its termination, the Employer will receive the money which was stolen from her by way of the money accumulated to the credit of the Employee or which is owed to her by law, other than the gross sum of NIS 35,000 which the Employer undertakes to transfer to the Employee, from which $1,500, which was given to the Employee as a loan (at the conversion rate of 3.7514 Shekels per Dollar) will be deducted (hereinafter: “**Amount of the Loan**”), subject to the provisions of Section 10 below.
8. The Employee undertakes to leave Israel for the Philippines within 30 days of the date of signing of this Agreement of her own free will.
9. The Employer undertakes to transfer the gross sum of NIS 35,000 to the Employee by means of a deduction of the Amount of the Loan seven days prior to the Employee leaving Israel, only after the Employee presents a plane ticket to the Philippines which has been purchased out of the personal funds of the Employee for the following week.
10. The Employee declares that her declarations and undertakings as detailed above are irrevocable and given against a waiver by the Employee of the money mentioned in this Agreement in light of the acts of theft of the money, other than receipt of the gross sum of NIS 35,000 by means of a deduction of the Amount of the Loan. If, despite these declarations and undertakings, the Employee in any manner whatsoever contradicts, denies or rejects what is stated in this Agreement, whether by means of the filing of a claim or the raising of an additional (monetary or other) demand or in any other way, or whether in conduct contrary to her undertakings under the provisions of this Agreement, this will constitute a fundamental breach of the Agreement, and she will be required to return all the Theft Money which she admitted to in this Agreement immediately to the Employer, together with the gross sum of NIS 35,000 which she received, plus linkage and interest at the legal rate in addition to any other remedy to which the Employer is entitled by law.
11. The Employee undertakes to maintain absolute confidentiality and not to publish and/or reveal and/or deliver to any person and/or body information she received in any manner whatsoever in the framework of the employment of the Employee with the Employer or in connection with her work and family and not to exploit and/or make any use, for her own benefit or for the benefit of any third party, of such information. The undertaking of the Employee in this Section is unlimited in time.
12. The Parties hereby undertake to keep the contents of this Agreement in absolute confidentiality and not to reveal and/or publish any detail thereof, in any manner, directly or indirectly, unless the revelation is required by law.
13. The Employee declares that she has signed this Agreement of her own honest and free will, without any pressure or compulsion, with full awareness of what is stated herein and after having understood the Agreement, which has been translated into English, and is well aware of all the rights to which she is entitled by law and has carefully weighed all the significance deriving therefrom.
14. This Agreement also constitutes a compromise and settlement pursuant to Section 29 of the Severance Pay Law, 5723-1963.
15. It is hereby clarified that, according to a calculation made by the Employer and her family in the bank account of the Employer during the Period of Employment of the Employee, the Employee stole from the bank account of the Employer much larger sums than those the Employee has admitted to in this Agreement, and if the Employee should breach this Agreement or fail to uphold it in full, by means of the filing of a claim or the raising of an additional (monetary or other) demand, or in any other manner, or whether in conduct contrary to her undertakings under the provisions of this Agreement, the Employee reserves her right to receive all the money taken from her contrary to law.
16. It is hereby clarified that this Agreement and the money which the Employee will receive for it are above and beyond what is owed to the Employee by law and are for the benefit of the Employee.
17. It is hereby clarified that in any case of a contradiction between previous agreements between the Parties, including the work agreement, the provisions of this Agreement will prevail.

**In witness thereof the Parties have signed**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Employee Employer**

**AFFIDAVIT**

1. I the undersigned, **RUBY PILI-BATU**, holder of **Philippine passport number VV 0115446**, after having been cautioned that I must make a true declaration and that I will be subject to the penalties of law if I fail to do so, hereby declare in writing as follows:
2. I was employed by Mrs. Jenny Ayala Levi-Ron (hereinafter: “**Employer**”) for about 12 years as a caregiver in the home of the Employer, the address of which is: 12 Hamifne Street, Givataim.
3. For my work, I received a monthly salary over all the years, including all the rights and conditions accompanying it to which I am entitled by law, such as a salary, recuperation pay, vacation pay, refund of travel and overtime pay.
4. During my work, I withdrew from the bank account of the Employee large sums of money, and I admit that I withdrew sums of money coming to a total of about NIS 26,000 without the knowledge of the Employer and without receiving her consent.
5. In this my Affidavit, I confess to the theft attributed to me against the Employer as brought to my attention by the family members of the Employer in November 2018 and to the harm to the trust given to me in that I stole large sums of money during a long period and contrary to law from the Employer.
6. I hereby give my irrevocable consent to the return of the money which I stole from the Employer out of the money to which I am entitled by law for the period of my employment with the Employer, such as: salary, advance notice, recuperation pay, vacation pay, refund of travel, overtime pay, severance pay and any additional right to which I am entitled by law during the drawing up of the end of the account, subject to the Employer transferring to me a gross payment of NIS 35,000, from which the sum of $ 1500 is to be deducted, which was given to me as a loan (at the conversion rate of 3.7514 Shekels per Dollar), about one week prior to my leaving Israel after showing her a plane ticket to the Philippines which was purchased from my personal funds.
7. I declare and undertake that I do not and will not have any contentions and/or demands and/or claims of any kind whatsoever against the Employer and/or anyone on her behalf for the period of my employment and/or its termination and/or any other demands and/or claims, including, but without derogating from, a hearing, advance notice, severance pay and the manner of its calculation, salary, vacation pay, recuperation pay, sick days, refund of travel expenses, overtime pay and deposits to funds.
8. I undertake to leave Israel within 30 days of the date of signing of this my Affidavit of my own free will.
9. I declare that the Employment Termination Agreement between me and the Employer and this my Affidavit were signed of my own honest and free will, without any pressure or compulsion, in full awareness of what is stated herein and after understanding the Agreement and the Affidavit, which have been translated into English, and I have carefully examined the amounts and/or the rights coming to me by law, and I have carefully weighed all the significance deriving therefrom.
10. I declare that this is my name, the signature appearing at the bottom of this Affidavit is my signature and that the contents of my Affidavit – are the truth.

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

 **RUBY PILI-BATU**

**Confirmation of Attorney**

I the undersigned, Atty. \_\_\_\_\_\_\_\_\_\_\_\_\_\_, address \_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby confirm that on \_\_\_\_\_\_\_\_\_\_, **Ms. RUBY PILI-BATU**, who identified herself by means of **Philippine passport number VV 0115446**, appeared before me; I read what is stated in her Affidavit before her in the English language, and after having cautioned her that she must declare the truth and that she would be subject to the penalties of law if she failed to do so, confirmed the correctness of her above Affidavit and signed it before me.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **Atty**.