

SEPARATION AGREEMENT

This Separation Agreement (the "Agreement") is entered into by and between:

Employee:

Full Name: _____

Address: _____

Phone/Email: _____

Employer:

Company Name: _____

Address: _____

Phone/Email: _____

Recitals

WHEREAS, Employee has been employed by Employer, and Employer and Employee desire to terminate their employment relationship on mutually agreeable terms, and WHEREAS, Employer and Employee wish to settle fully all claims and disputes between them arising out of or related to Employee's employment or separation from employment.

1. Separation Date and Termination of Employment

Employee's last day of work and separation from employment shall be effective as of the date mutually agreed upon by the parties (the "Separation Date"). On and after the Separation Date, Employee shall no longer be an employee of Employer.

2. Separation Payment

Employer agrees to pay Employee a total separation payment in the amount agreed upon separately, less all applicable taxes and withholdings. This payment shall be made in accordance with Employer's normal payroll practices or as otherwise agreed.

3. Benefits

Employee's eligibility for and continuation of benefits, including health insurance, shall be governed by Employer's plan documents and applicable law. Employee is responsible for any election and payment related to continuation coverage (COBRA) if applicable.

4. Release of Claims

In exchange for the consideration provided in this Agreement, Employee releases and forever discharges Employer and its affiliates, officers, directors, employees, agents, successors, and assigns from any and all claims, demands, causes of action, or liabilities of any kind, whether known or unknown, arising out of or related to Employee's employment or termination.

5. Non-Disparagement

Employee agrees not to make any disparaging or negative statements, written or oral, about Employer, its products, services, officers, directors, or employees. Employer agrees to instruct its officers and directors to refrain from disparaging Employee.

6. Confidentiality

Employee agrees to keep the terms and existence of this Agreement confidential and not to disclose any information

about it to any third party except as required by law, tax or legal advisors, or as necessary to enforce its terms.

7. Return of Property

Employee agrees to return all Employer property in Employee’s possession, including but not limited to keys, documents, electronic devices, and confidential information, by the Separation Date.

8. Cooperation

Employee agrees to cooperate reasonably with Employer in any future investigations, litigation, or claims related to Employee’s employment or separation, provided that such cooperation does not impose undue burden.

9. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to conflict-of-law principles. Any disputes arising under this Agreement shall be resolved exclusively in the state or federal courts located in New Jersey.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral. This Agreement may only be amended in writing signed by both parties.

11. Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

12. No Admission of Liability

This Agreement does not constitute an admission of liability or wrongdoing by either party.

13. Voluntary Agreement

Employee acknowledges that Employee has read this Agreement, understands its terms, and has had the opportunity to consult with legal counsel prior to signing. Employee signs voluntarily and without duress.

14. Counterparts and Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Electronic or PDF signatures shall be deemed valid and binding.

EMPLOYEE SIGNATURE

EMPLOYER SIGNATURE

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

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