

SEPARATION AGREEMENT

Location: _____ Date: _____

PARTIES:

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

Employee Name: _____

Employer Name: _____

1. SEPARATION:

Employee's employment with Employer shall terminate effective as of the date agreed by the parties (the “Separation Date”). Employee and Employer agree that this Agreement sets forth the terms and conditions of the separation.

2. SEVERANCE PAYMENT:

Employer agrees to provide Employee with a severance payment in the amount agreed upon by the parties, payable in accordance with Employer’s usual payroll practices, less applicable taxes and withholdings. This severance payment is in full satisfaction of any and all claims Employee may have arising out of the employment or separation.

3. BENEFITS:

Employee’s eligibility for benefits shall end on the Separation Date except as otherwise provided by law or any applicable plan. If applicable, Employee may elect to continue health coverage pursuant to COBRA at Employee’s expense.

4. RETURN OF PROPERTY:

Employee agrees to return all Employer property, including but not limited to keys, documents, electronic devices, and any confidential information, no later than the Separation Date.

5. RELEASE OF CLAIMS:

In exchange for the consideration described herein, Employee releases and forever discharges Employer and its affiliates from any and all claims, demands, liabilities, and causes of action, whether known or unknown, arising out of or related to Employee’s employment or separation.

6. CONFIDENTIALITY:

Employee agrees to keep the terms of this Agreement and the circumstances of the separation confidential and not to disclose such information to any third party except as required by law or with Employer’s written consent.

7. NON-DISPARAGEMENT:

Employee agrees not to make any disparaging or negative statements about Employer, its officers, directors, employees,

or agents. Employer agrees to instruct its representatives to refrain from making disparaging statements about Employee.

8. NON-COMPETE AND NON-SOLICITATION:

If applicable and enforceable under applicable law, Employee agrees to abide by any existing non-compete and non-solicitation agreements with Employer. This provision shall be interpreted and enforced to the extent permitted by applicable law.

9. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles.

10. ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, oral or written, relating thereto.

11. AMENDMENTS:

No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

12. SEVERABILITY:

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

13. VOLUNTARY AGREEMENT:

Employee acknowledges that Employee has read this Agreement, understands its terms, and enters into it voluntarily and without duress or undue influence.

EMPLOYEE'S SIGNATURE

EMPLOYER'S SIGNATURE

Signature: _____

Signature: _____

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