

SEPARATION AGREEMENT

Parties: _____

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

Employee: _____

Employer: _____

Recitals:

WHEREAS, Employee has been employed by Employer; and WHEREAS, the parties wish to amicably separate and resolve all matters arising out of the employment relationship; NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Separation Date

The Employee’s employment with the Employer shall terminate on the date agreed by the parties (the “Separation Date”).

2. Separation Payments

Employer shall pay Employee the total amount set forth in a separate Schedule of Payments, which shall include all wages, accrued but unused vacation, and any other amounts due under applicable law or contract.

3. Final Paycheck

Employee will receive the final paycheck, including all earned but unpaid wages and accrued benefits, on or before the Separation Date, in compliance with New York labor laws.

4. Release of Claims

Employee releases and forever discharges Employer, its affiliates, officers, directors, employees, agents, successors, and assigns from any and all claims, demands, causes of action, liabilities or damages, known or unknown, that Employee has or may have arising out of or relating to Employee's employment or separation.

5. Confidentiality

Employee agrees to keep the terms and existence of this Agreement confidential, except to the extent disclosure is required by law or to immediate family, legal counsel, or tax advisors.

6. Return of Property

Employee shall return all Employer property, including but not limited to keys, documents, electronic devices, and confidential information, on or before the Separation Date.

7. Non-Disparagement

Both parties agree not to make any negative or disparaging statements about the other to any third party, including but not limited to comments that could harm the reputation or business interests of either party.

8. Cooperation

Employee agrees to cooperate with Employer in any reasonable matters related to Employee’s employment or separation following the Separation Date, including providing information or testimony if required.

9. Non-Admission

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

10. Governing Law

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

11. Severability

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

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements relating to the subject matter herein.

13. Amendment

This Agreement may be amended only by a written document signed by both parties.

14. Voluntary Agreement

Employee acknowledges that Employee has read and fully understands this Agreement, has had the opportunity to consult with an attorney, and is entering into this Agreement voluntarily and without coercion.

15. No Waiver

Failure to enforce any provision of this Agreement shall not constitute a waiver of any other provision or future enforcement.

16. Headings

Headings in this Agreement are for convenience only and shall not affect the interpretation of any provision.

17. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one instrument.

18. Representation

Each party represents that it has full power and authority to enter into this Agreement.

19. Notices

All notices required or permitted under this Agreement shall be in writing and delivered personally, by certified mail, or by nationally recognized overnight courier to the addresses shown above.

20. Tax Consequences

Each party acknowledges that they have been advised to consult with their own tax advisors regarding the tax consequences of this Agreement.

EMPLOYEE'S SIGNATURE

EMPLOYER'S SIGNATURE

Signature: _____

Signature: _____

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