

SEPARATION AGREEMENT

PARTIES:

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

Employee: _____

Employer: _____

RECITALS

WHEREAS, Employee has been employed by Employer; and WHEREAS, the parties desire to separate their employment relationship amicably and to settle fully and finally all claims and obligations between them; NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Separation Date

The parties agree that the Employee's last day of employment and the Separation Date shall be as agreed upon between the parties.

2. Separation Payment

Employer shall pay Employee a separation payment in the total amount agreed upon, less applicable taxes and withholdings, payable in a lump sum or installments as specified in a separate schedule.

3. Benefits

Employee's eligibility for benefits shall cease as of the Separation Date, except as required by law or as otherwise agreed. Employee understands and acknowledges any rights to continuation of benefits under COBRA or similar laws.

4. Confidentiality

Employee agrees to keep the terms, amount, and existence of this Agreement confidential and not to disclose any information to third parties, except as required by law or to Employee's immediate family or legal counsel.

5. Release of Claims

Employee releases and forever discharges Employer, its affiliates, officers, directors, employees, agents, successors, and assigns from any and all claims, demands, liabilities, actions, causes of action, or suits of any kind whatsoever, whether known or unknown, arising out of Employee's employment or separation from employment.

6. Non-Admission

This Agreement does not constitute an admission by either party of any wrongdoing, liability, or violation of law.

7. Return of Property

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

8. Non-Disparagement

Employee agrees not to make any statements, written or oral, that disparage or harm the reputation of Employer or its agents, and Employer agrees to refrain from disparaging Employee.

9. Cooperation

Employee agrees to cooperate with Employer in any legitimate future investigations or legal proceedings related to

Employee's employment or Employer's business.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws principles.

11. Entire Agreement

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior negotiations, discussions, agreements, or understandings relating thereto.

12. Amendment

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

13. Severability

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

14. Voluntary Agreement

Employee acknowledges that Employee has read this Agreement carefully, understands its terms, has had the opportunity to consult with legal counsel, and enters into it voluntarily and without coercion.

15. No Other Claims

Employee represents that Employee has not filed or caused to be filed any claim against Employer, and agrees not to file any such claim in the future related to Employee's employment or separation.

16. Waiver of Future Claims

Employee waives any right to recover for claims arising in the future related to the matters released herein.

17. No Re-Employment

Employee understands that this Agreement does not guarantee or imply re-employment with Employer.

18. Tax Consultation

Employee is advised to consult a tax advisor regarding the tax implications of this Agreement and any payments received hereunder.

19. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and may be signed electronically, with all counterparts together constituting one agreement.

20. Effective Date

This Agreement shall become effective immediately upon execution by both parties.

EMPLOYEE SIGNATURE

Signature: _____

Print Name: _____

Title (if applicable): _____

EMPLOYER SIGNATURE

Signature: _____

Print Name: _____

Title (if applicable): _____

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