

SEVERANCE EMPLOYMENT CONTRACT

SEVERANCE AND RELEASE AGREEMENT

This Severance and Release Agreement (this "Agreement") is entered into as of by and between [EMPLOYER NAME], a Corporation at [EMPLOYER S BUSINESS ADDRESS] ("Employer"), and [EMPLOYEE NAME], residing at [EMPLOYEE S RESIDENTIAL ADDRESS] ("Employee").

Recitals. Employee's employment with Employer is ending on the Separation Date defined below. In exchange for the consideration described in this Agreement — which is in addition to anything of value to which Employee is already entitled — Employee agrees to release claims and abide by the covenants below.

1. Separation

Separation date. Employee's employment ends on [DATE] (the "Separation Date"). All salary, benefits, and authority cease as of that date except as expressly provided.

Accrued but unpaid wages. Regardless of whether Employee signs this Agreement, Employer shall pay: (a) all earned but unpaid wages through the Separation Date; (b) accrued unused vacation / PTO where required by state law; (c) vested benefits under any ERISA plan.

2. Severance Consideration

Lump-sum severance. In exchange for the release and covenants below, Employer shall pay Employee a lump-sum severance payment of **\$0.00**, less applicable withholdings, payable within fourteen (14) days after the later of (i) the Separation Date, (ii) Employee's execution and non-revocation of this Agreement, or (iii) expiration of any applicable review or revocation period.

COBRA premium subsidy. Employer shall pay or reimburse Employee for **3 months** of COBRA premiums (or equivalent cash payment) to continue group health coverage under 29 U.S.C. §1161 et seq., subject to timely COBRA election.

3. General Release of Claims

Employee fully, finally, and forever releases, acquits, and discharges Employer, its parents, subsidiaries, affiliates, officers, directors, employees, agents, insurers, and successors (collectively, the "Released Parties") from any and all claims, demands, causes of action, liabilities, damages, and expenses of any kind, known or unknown, arising on or before the date Employee signs this Agreement, including claims under Title VII, the ADEA, the ADA, the FMLA, the Equal Pay Act, 42 U.S.C. §1981, ERISA, the FLSA

(to the extent releasable), and all state and local employment, wage, anti-discrimination, and anti-retaliation laws.

4. Claims Not Released

This release does **not** waive or release: (a) claims that cannot be waived by law, including workers' compensation, unemployment insurance, and vested retirement benefits; (b) claims for breach of this Agreement; (c) the right to file a charge with, or participate in an investigation by, the EEOC, NLRB, SEC, OSHA, or any other government agency (although Employee waives individual monetary recovery other than SEC whistleblower bounties); (d) **claims of sexual harassment or sexual assault** pursuant to the federal Speak Out Act (42 U.S.C. §19401 et seq.) and the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act (9 U.S.C. §401 et seq.) — pre-dispute NDAs and non-disparagement provisions are unenforceable as to such claims; (e) rights under the Defend Trade Secrets Act whistleblower-immunity provision (18 U.S.C. §1833(b)).

6. Return of Property

On or before the Separation Date, Employee shall return all Employer property, confidential information, laptops, devices, credentials, keys, documents, and copies thereof.

7. Continuing Obligations

Employee's confidentiality, IP-assignment, and any enforceable restrictive-covenant obligations under Employee's prior employment agreement remain in full force and effect and survive this separation.

8. Mutual Non-Disparagement

Employee agrees not to make disparaging statements about Employer or the Released Parties. Employer instructs its officers and directors not to make disparaging statements about Employee. This provision does not apply to (i) truthful statements in response to legal process, (ii) statements to government agencies about suspected violations of law, (iii) statements regarding unlawful acts in the workplace (including sexual harassment or assault) preserved under the Speak Out Act, or (iv) statements protected by Section 7 of the NLRA.

9. No Admission of Liability

This Agreement is not, and shall not be construed as, an admission by either Party of any wrongdoing or liability.

10. Tax Treatment

The Parties intend this Agreement to comply with or be exempt from Internal Revenue Code §409A. Severance is subject to standard payroll withholdings. Employee is responsible for any additional tax

liability.

11. Dispute Resolution

Governing law: [STATE]. **Venue** [VENUE CITY].

12. General Provisions

Entire agreement. This Agreement is the entire agreement regarding Employee's separation and supersedes prior oral or written discussions, except that confidentiality, IP, and restrictive covenants in Employee's prior employment agreement survive. **Amendments.** Only in writing signed by both Parties. **Severability.** Invalid provisions reformed to the minimum extent. **Counterparts; electronic signatures.** ESIGN/UETA. **Knowing and voluntary.** Employee acknowledges that Employee has read this Agreement, understands it, has had the opportunity to consult counsel, and signs voluntarily.

Signatures

Employer

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE

Employee

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE