



Separation Agreement

This **Separation Agreement** (the "**Agreement**"), is executed by and between;

_____, with its principle address at

_____ (the "**Employer**"),

and

_____, residing at

_____ (the "**Employee**").

Collectively together, the Employer and Employee shall be known as the "**Parties**".

WHEREAS, the Parties wish to terminate the Employment Agreement between them as and discontinue their employer-employee relationship;

WHEREAS, the separation of the relationship is amicably settled between the Employer and Employee;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Termination of Employment

The Employer and Employee amicably agrees to terminate the Employment, shall be effective from the date of _____. This day shall be the last working day of the Employee, and all employment responsibilities and duties will cease as of that date unless otherwise specified in this Agreement.

The parties acknowledge and agree that the termination of the Employee's employment is the result of mutual agreement and does not constitute an admission of wrongdoing, liability, or breach of any agreement by either party.

2. Final Compensation

All wages and other payments which the Employee is entitled during the employment period, until the effective date of termination, shall be paid in full on _____ at the latest.



Any and all deductions including taxes have been made from the remaining salaries to be paid, where these payments shall be reflected in the IRS W-2 form that the Employer shall issue for the fiscal year.

The Employee shall receive a severance payment of _____, payable in lump sum on or before _____.

All payments to be made under this Agreement shall be subject to applicable federal, state, and local tax withholdings.

The Employee's health insurance coverage shall terminate as of the date of termination. The Employee may elect to continue coverage at their own expense, in accordance with applicable laws. All other benefits, including retirement plan contributions, life insurance, and disability insurance, will also terminate as of the termination date unless otherwise specified in this Agreement or required by law.

3. Return of Company Property

Upon signing of this Agreement, the Employee shall return in a timely manner any and all company property that is in possession with and issued to the Employee during his or her employment including but not limited to documents, mobile device, laptop, books, company-issued service vehicle, company access cards, and identification cards.

The Employee acknowledges that failure to return company property may result in deductions from final payments or other legal remedies available to the Employer.

4. Confidentiality

The Employee agrees that the confidentiality obligation between the Employee and the Employer arranged in Employment Agreement shall survive upon the termination of employment. The parties shall take utmost care to protect any and all confidential information of the other party, even after the termination of the Employment Agreement.



5. Non-Compete

The Employee agrees to not engage, whether directly or indirectly, in any activity that is in competition with the company's business within the period of _____. Should the Employer later find that the Employee becomes an employee for a company that is in competition with the Employer, the Employer may sue for damages against herein Employee.

6. Non-Solicitation

After termination, for a period of _____, Employee shall not, directly or indirectly solicit or encourage any employee of the Employer to leave the employment. The Employee also shall not hire, on behalf of the Employee or any other third person, any employee who has left the employment within one year period following the termination of that person's employment with the Employee.

7. Release

Effective from the date of termination, the Parties agree to indemnify and release each other from any and all actions during the period of employer-employee relationship, including the Employer's agents, officers, directors, members of the board, partners, and affiliates, as well as the Employee's assigns, predecessors, successors, direct relatives, affiliated, from any and all claims or causes of action which either party may have against the other including any claim arising out of or relating in any way to the Employee's employment with the Employer and/or the termination of such employment.

8. Miscellaneous

Amendments and Modifications - Any modifications or amendments in any of the terms hereof shall not be effective unless expressed in writing and duly consented to by both parties.

Separability Clause - In case any of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

Governing Law - This Agreement shall be construed and governed by the exclusive laws of the State of _____.



Non-Waiver - The failure of any party to exercise rights as to this Agreement shall not be considered as a waiver unless otherwise such waiver has been expressly made in writing and signed by the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day of the last signature below.

Employer

Name

Date

Signature

Employee

Name

Date

Signature



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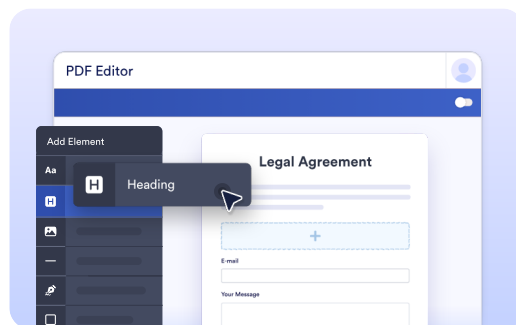
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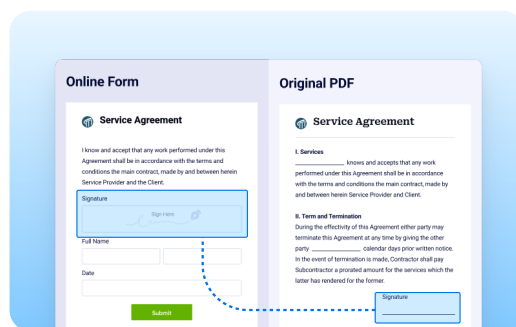
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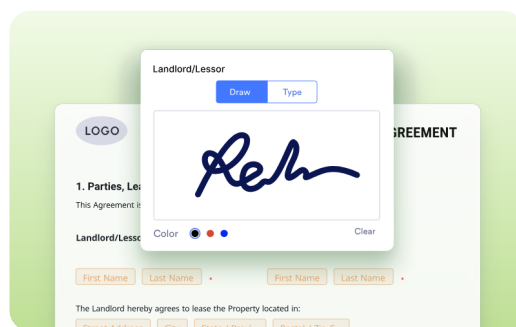
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