

Severance Agreement

This Severance Agreement (the "Agreement") is made and entered into as of this 10th day of July, 2024 (the "Effective Date"), by and between XYZ Corporation ("Employer") and John Doe ("Employee").

Release and Benefits: In consideration of the severance benefits provided under this Agreement, Employee agrees to release and discharge Employer from any and all claims, demands, and causes of action arising out of Employee's employment with Employer.

General Release of Claims: Employee agrees to a general release of claims, including but not limited to, any claims under federal, state, or local law, including claims under the Age Discrimination in Employment Act (ADEA), Title VII of the Civil Rights Act, and the Americans with Disabilities Act (ADA).

Severance Benefits: Employer agrees to provide Employee with a severance package that includes:

1. A lump sum payment of \$50,000, less applicable taxes and withholdings.
2. Continued health insurance coverage for six months following the termination date.

Tax Withholding: Employer will withhold applicable federal, state, and local taxes from the severance benefits provided to Employee.

Term: The term of this Agreement will commence on the Effective Date and will continue until all obligations under this Agreement have been fulfilled.

At-Will Employment: Employee acknowledges that their employment with Employer was at-will, and this Agreement does not alter that status.

Compliance with the Older Workers Benefit Protection Act (OWBPA): Employee acknowledges that they have been advised to consult with an attorney before signing this Agreement and that they have been given 21 days to consider this Agreement. Employee also acknowledges that they have seven days following the execution of this Agreement to revoke it.

Limited Right to Revoke: Employee has a limited right to revoke this Agreement within seven days of signing it. To revoke, Employee must provide written notice to Employer.

Effect of 280G and Parachute Payments: For purposes of making the calculations required by this section, the accountants may make reasonable assumptions and approximations concerning applicable Taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code.

Mutual Non-Disparagement: The parties agree not to make any public or private statements that disparage the other party, including any negative or derogatory remarks about the party's business operations, management, employees, or products.

Confidentiality: Employee agrees to keep the terms of this Agreement confidential and not to disclose them to any third party except as required by law or to their legal or financial advisors.

Governing Law: This Agreement will be governed by and construed in accordance with the laws of the state of California, without regard to its conflicts of laws principles.

Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties.

Amendments and Waivers: No amendment to or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties.

Counterparts: This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

Definitions: 16.1 "Base Salary" means the base salary Employee is entitled to under the Employment Agreement as of the date of termination. 16.2 "Code" means the Internal Revenue Code of 1986, as amended. 16.3 "Effective Date" means the date when this Agreement is last signed by the parties. 16.4 "Severance Package" has the meaning set forth in section 'SEVERANCE PACKAGE'. 16.5 "Termination" means the termination of Employee's employment with Employer, whether initiated by Employer or Employee.