

SEVERANCE AGREEMENT AND RELEASE

THIS SEVERANCE AGREEMENT AND RELEASE (the "Agreement") is made and entered into as of [DATE] by and between Summit Digital Solutions, Inc., a Delaware corporation, with its principal place of business at [ADDRESS] (the "Company") and [EMPLOYEE NAME], an individual residing at [ADDRESS] (the "Employee").

1. RECITALS

WHEREAS, Employee's employment with the Company will terminate effective [DATE] (the "Separation Date"); and

WHEREAS, the Company wishes to provide Employee with severance benefits in exchange for Employee's agreements and releases contained herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties agree as follows:

2. SEPARATION OF EMPLOYMENT

1 Employee's employment with the Company will terminate on the Separation Date.

2 Employee acknowledges that, after the Separation Date, Employee shall have no authority to act on behalf of the Company and shall not represent themselves as an employee or agent of the Company.

3. SEVERANCE BENEFITS

1 Severance Pay. The Company shall pay Employee severance pay equal to [NUMBER] months of Employee's current base salary, totaling \$[AMOUNT], less applicable withholdings ("Severance Pay"). The Severance Pay shall be paid in accordance with the Company's regular payroll practices over [NUMBER] months following the Effective Date.

2 Health Benefits. If Employee timely elects COBRA continuation coverage, the Company shall reimburse Employee for the COBRA premiums for Employee and Employee's eligible dependents for [NUMBER] months following the Separation Date.

3 Equity Treatment. Employee's outstanding equity awards shall be treated as set forth in the applicable equity plan and award agreements.

4. RELEASE OF CLAIMS

1 General Release. Employee hereby releases and forever discharges the Company, its parents, subsidiaries, affiliates, officers, directors, employees, agents, successors, and assigns ("Released Parties") from any and all claims, demands, actions, causes of action, suits, damages, losses, and expenses, of any and every nature whatsoever, known or unknown ("Claims"), as a result of actions or omissions occurring through the date Employee signs this Agreement.

2 Specific Claims Released. Claims released include, without limitation:

- (a) Claims relating to Employee's employment or termination of employment;
- (b) Claims under federal, state, or local employment laws;
- (c) Claims for discrimination, harassment, or retaliation;
- (d) Claims for breach of contract or tort claims;
- (e) Claims for wages, bonuses, or other compensation.

5. CONFIDENTIALITY AND NON-DISCLOSURE

1 Confidential Information. Employee reaffirms their obligations under the Confidentiality and Intellectual Property Agreement dated [DATE] ("Confidentiality Agreement"), which remains in full force and effect.

2 Non-Disclosure of Agreement. Employee agrees to keep the terms of this Agreement confidential, except for disclosures to immediate family, legal counsel, or as required by law.

6. RESTRICTIVE COVENANTS

1 Non-Competition. For [NUMBER] months following the Separation Date, Employee shall not engage in any business that competes with the Company's digital transformation services, AI/ML implementation, IoT systems integration, or process automation solutions.

2 Non-Solicitation. For [NUMBER] months following the Separation Date, Employee shall not:

- (a) Solicit any Company customer or prospective customer;
- (b) Solicit or hire any Company employee or contractor.

7. RETURN OF COMPANY PROPERTY

1 Employee confirms that they have returned all Company property, including but not limited to:

- (a) Computers, phones, and other devices
- (b) Access cards and keys
- (c) Documents and files
- (d) Intellectual property and proprietary information

8. MISCELLANEOUS

1 Governing Law. This Agreement shall be governed by Delaware law.

2 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein.

3 Modification. This Agreement may only be modified by written agreement signed by both parties.

4 Severability. If any provision is found unenforceable, the remainder shall continue in full force.

5 Review Period. Employee has been given [NUMBER] days to review this Agreement and is advised to consult with an attorney.

6 Revocation Period. Employee may revoke this Agreement within seven (7) days after signing by written notice to [TITLE/CONTACT].

9. ACKNOWLEDGMENT

BY SIGNING BELOW, EMPLOYEE ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND ARE VOLUNTARILY ENTERING INTO IT.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SUMMIT DIGITAL SOLUTIONS, INC.

By:

Name:

Title:

EMPLOYEE

[EMPLOYEE NAME]

Date: