

MUTUAL TERMINATION AGREEMENT AND RELEASE

Parties: _____

Recitals:

WHEREAS, the Parties entered into a certain agreement (the "Agreement") and now desire to mutually terminate and settle all obligations and claims arising therefrom; and WHEREAS, the Parties wish to fully and finally resolve any and all disputes, claims, and causes of action between them, whether known or unknown, with the terms set forth herein.

1. Mutual Termination

The Parties hereby mutually terminate the Agreement as of the Effective Date. Neither Party shall have any further obligations, liabilities, or duties thereunder, except as otherwise expressly provided in this Agreement.

2. Release

Each Party, on behalf of itself and its affiliates, agents, successors, and assigns, releases and discharges the other Party from any and all claims, demands, liabilities, obligations, damages, actions, and causes of action of any kind or nature, whether known or unknown, suspected or unsuspected, arising out of or related to the Agreement or the termination thereof.

3. Consideration

In consideration of this Mutual Termination Agreement and Release, the Parties acknowledge receipt of good and valuable consideration, the sufficiency of which is hereby acknowledged.

4. No Admission of Liability

This Agreement is a compromise of disputed claims and shall not be construed as an admission by either Party of any liability, wrongdoing, or violation of law.

5. Confidentiality

The Parties agree to keep the terms and existence of this Agreement confidential, except as required by law or agreed in writing.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles.

7. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral.

8. Amendment

No amendment, modification, or waiver of this Agreement shall be effective unless in writing and signed by both Parties.

9. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

10. Authority

Each Party represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder.

11. No Waiver

No failure or delay by either Party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof.

12. Severability

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

13. Further Assurances

The Parties agree to execute and deliver such further documents and take such further actions as may be necessary to effectuate the purposes of this Agreement.

14. Effective Date

The Effective Date of this Agreement is the date on which the last Party executes this Agreement.

15. No Third Party Beneficiaries

This Agreement is entered into solely for the benefit of the Parties and their respective successors and assigns and creates no rights in any other person or entity.

PARTY A SIGNATURE

Name: _____

Title: _____

Date: _____

Signature: _____

PARTY B SIGNATURE

Name: _____

Title: _____

Date: _____

Signature: _____

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