

SEPARATION AGREEMENT

Location: _____ Date: _____

Parties:

This Separation Agreement (the "Agreement") is entered into by and between:

Employee Name: _____

Employer Name: _____

Recitals:

WHEREAS, Employee has been employed by Employer; and WHEREAS, the parties desire to separate their employment relationship amicably and settle any claims or disputes arising from or related to the employment; NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Separation Date

The Employee's last day of employment shall be the date mutually agreed upon by the parties (the "Separation Date").

2. Separation Benefits

Employer agrees to provide the following benefits in exchange for Employee's execution of this Agreement: (a) final paycheck including all earned wages and accrued but unused vacation or paid time off; (b) severance pay in the amount agreed upon separately; and (c) continuation of health insurance benefits as required by law or as otherwise agreed.

3. Release of Claims

Employee, on behalf of himself/herself and his/her agents, heirs, successors, and assigns, hereby releases and forever discharges Employer, its subsidiaries, affiliates, successors, and assigns, and their respective officers, directors, employees, and agents, from any and all claims, demands, actions, causes of action, or liabilities of any kind, whether known or unknown, arising out of or related to Employee's employment or separation therefrom.

4. No Admission of Liability

This Agreement does not constitute an admission by Employer of any wrongdoing or liability, and Employer expressly denies any liability.

5. Confidentiality

Employee agrees to keep the terms and conditions of this Agreement strictly confidential and shall not disclose them to any third party except to Employee's immediate family, legal counsel, or as required by law.

6. Non-Disparagement

Employee agrees not to make any disparaging or defamatory statements about Employer or its employees, officers, directors, or agents, whether orally or in writing.

7. Return of Property

Employee agrees to return all Employer property, including but not limited to keys, documents, electronic devices, and any confidential information, on or before the Separation Date.

8. Cooperation

Employee agrees to cooperate reasonably with Employer in matters related to Employee's employment and separation,

including providing information or testimony if necessary.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of law provisions.

10. Entire Agreement

This Agreement contains the entire understanding between the parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter herein.

11. Amendments

Any amendment or modification to this Agreement must be in writing and signed by both parties.

12. Voluntary Agreement

Employee acknowledges that he/she has read and fully understands this Agreement, has had the opportunity to consult with legal counsel, and enters into this Agreement voluntarily and without coercion.

13. Severability

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

14. No Waiver

Failure to enforce any provision of this Agreement shall not constitute a waiver of any other provision or of the right to enforce the provision later.

15. Counterparts

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

16. Headings

The headings in this Agreement are for convenience only and shall not affect the interpretation of any provision.

17. Acknowledgment of Consideration

Employee acknowledges receipt of consideration beyond what is required by law in exchange for the promises contained herein.

18. No Other Agreements

Employee represents that there are no other agreements or promises between Employee and Employer except as set forth herein.

19. Waiver of Jury Trial

To the maximum extent permitted by law, the parties knowingly and voluntarily waive any right to a jury trial in any dispute arising out of or related to this Agreement.

20. Execution

The parties have executed this Agreement as of the date of their signatures below.

EMPLOYEE SIGNATURE

EMPLOYER SIGNATURE

Signature: _____

Signature: _____

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