

[Company Header/Logo]

[Date]

[Executive Name]

[Address]

[City, State, Zip]

Subject: Separation of Employment and Severance Agreement

Dear [Executive Name],

This letter sets forth the terms of your separation from [Company Name] (the "Company"), effective [Separation Date].

1. Separation Pay: The Company will provide you with a gross severance payment of \$[Amount], equivalent to [Number] months of your base salary, less applicable withholdings. This will be paid in [Lump Sum / Installments].

2. Accelerated Vesting of Stock Options: Pursuant to your Executive Employment Agreement, the Company agrees to accelerate the vesting of your outstanding and unvested stock options. Specifically:

- [Number] shares under Grant ID [ID Number] shall become immediately vested as of the Separation Date.
- You will have [Number] days following the Separation Date to exercise your vested options.
- All options not exercised within this period will be forfeited.

3. Benefits and COBRA: Your health insurance coverage will continue through [Date]. Thereafter, you will be eligible for COBRA. The Company will reimburse your COBRA premiums for a period of [Number] months.

4. Release of Claims: The payments and accelerated vesting described above are contingent upon your execution and non-revocation of a standard General Release of Claims, attached hereto as Exhibit A.

5. Return of Property: You agree to return all Company property, including laptops, access cards, and proprietary data, by [Date].

6. Confidentiality and Non-Disparagement: You remain bound by the confidentiality and non-solicitation obligations set forth in your original Employment Agreement.

Please sign and return this letter by [Deadline Date] to signify your acceptance of these terms.

Sincerely,

[Name of Authorized Representative]
[Title]
[Company Name]

Agreed and Accepted:

[Executive Name]
Date: _____