

Date: [Date]

To: [Employee Name]

From: [Company Name]

Subject: Separation of Employment and Severance Agreement

Dear [Employee Name],

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

1. Severance Payment

In exchange for signing this Agreement and complying with its terms, the Company will provide you with a severance payment of \$[Amount], less applicable withholdings. This payment will be made [Number] days after the Effective Date of this Agreement.

2. Release of Claims

By signing this Agreement, you agree to waive and release the Company from any and all claims, known or unknown, arising out of your employment or the termination of your employment, to the fullest extent permitted by law.

3. Clawback Provision and Notice

PLEASE TAKE NOTICE: The severance payment provided under this Agreement is subject to "Clawback." The Company reserves the right to demand immediate repayment of the full severance amount if it is discovered that:

- You engaged in gross misconduct or fraud during your tenure that was unknown at the time of termination.
- You breached any post-termination obligations, including non-disclosure, non-disparagement, or non-solicitation agreements.
- There is a material financial restatement of Company results that affects performance-based compensation previously awarded.

Failure to repay the funds upon written demand may result in legal action to recover the full amount plus interest and legal fees.

4. Confidentiality

You agree to keep the terms and existence of this Agreement strictly confidential, except as required by law or to consult with immediate family and legal/financial advisors.

5. Consideration Period

You have [Number] days to consider this offer. We advise you to consult with an attorney before signing.

Accepted and Agreed:

[Employee Signature]

[Date]

For the Company:

[Name and Title]