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COMPANY NAME, INC.

TERMINATION OF EMPLOYMENT CONTRACT AND RELEASE OF ALL CLAIMS:

TERMINATION OF EMPLOYMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This Termination of Employment Agreement and General Release of All Claims (“Agreement”) is made by and between Company Name, Inc. (referred to in this Agreement as the “Company”) and _____ (referred to in this Agreement as the “Employee”), jointly, the parties (“Parties”).

RECITALS

A. Employee was employed by the Company pursuant to an employment agreement dated _____ (the “Employment Agreement”); and

B. Employee and the Company agree to resolve any and all disputes regarding Employee’s employment, the Employment Agreement, _____ performance as a _____ and _____ Separation from the Company.

Accordingly, the Parties agree as follows:

SECTION ONE.

TERMINATION OF EMPLOYMENT

The Company and Employee agree that Employee’s employment with the Company will end on _____. The Parties further agree that the Employment Agreement will terminate on _____, except as otherwise provided below in this Agreement.

SECTION TWO.

SEVERANCE PAYMENT

In consideration for the Employee’s promises contained in this Agreement, the Company agrees as follows:

(1). Beginning on _____ [date] and continuing through _____ [date], the Company shall pay the Employee, pursuant to the terms and conditions described below in this Agreement, an amount equal to the annual rate of compensation provided in

Section _____ of the Employment Agreement, on a pro-rated basis, less any withholdings and deductions as are, or may be, required by law. The Company shall pay the compensation in installments in accordance with the Company's normal payroll practices, with the first installment due on the date of the Company's first regularly scheduled payroll after _____ [date].

(2). Employee acknowledges and agrees that this Agreement states all amounts to which _____ [he or she] is entitled by virtue of _____ [his or her] Employment Agreement and _____ [his or her] employment by the Company, and that the amount listed above in this Section is being paid to resolve all disputes between the Parties, and that _____ [he or she] is not entitled to any other funds from the Company, except as provided in this Section.

SECTION THREE.

EMPLOYMENT AGREEMENT PROVISIONS

The Employee's obligations under Section _____, Confidentiality, and under Section _____, Non-competition, of the Employment Agreement shall survive the termination of the Employment Agreement.

SECTION FOUR.

EMPLOYEE'S RELEASE AND PROMISES

As consideration for the Company's promises as contained in this Agreement, Employee agrees as follows:

(1). Employee (on behalf of _____ [himself or herself] and all of _____ [his or her] heirs, assigns, legal representatives, successors-in-interest, or any person claiming through _____ [him or her]) agrees to release and discharge any claim, charge, complaint, demand, dispute or liability of any kind that relates to or involves _____ [his or her] employment by the Company, the Employment Agreement, the termination of the Employment Agreement and/or _____ [his or her] separation from the Company, except those claims that may arise from any breach of this Agreement, which _____ [he or she] has had or now has against the Company or against any other business that is related to the Company, including, but not limited to all of its parent, subsidiary and affiliated companies ("Related Entities") or against any current or former employee, officer, director, agent, shareholder, attorney, accountant, partner, insurer, advisor, partnership, assign, successor-in-interest, joint venturer, and/or affiliated person of the Company or of any of the Related Entities ("Related Persons"). The claims being released by Employee include, but are not limited to, any and all claims for pay, benefits, damages, fees and costs, or any other relief that may be or could have been asserted in any legal or administrative proceeding under federal law, including, but not limited to, the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C.A. §§621 et seq., Title VII of the Civil Rights Act of 1964, as amended, 42