**SEVERANCE AGREEMENT**

This Severance Agreement is between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Employee”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, for and on behalf of itself, its officers, employees, contractors, and any affiliated companies (collectively “Company”).

 Whereas, Employee’s employment with Company was terminated effective \_\_\_\_\_\_\_\_\_

 Whereas, Employee desires to release any claims they may have arising from or relating to their former employment or service with Company in exchange for a severance payment to which they are otherwise not entitled.

 Now, therefore, for and in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, Employee and Company agree as follows:

1. **Confidential Severance Payment**. In exchange for the general release of claims set forth below, Company will pay to Employee the gross sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($0.00) (less customary payroll withholdings) by check within three (3) days of the execution and return of this Agreement to Company.
2. **General Release of Claims by Employee**. Employee, on behalf of their self and any other person claiming by, through or under this employee, expressly and unconditionally releases and discharges Company from any and all claims, whether based on contract, tort or statute or any other legal or equitable theory of recovery, which they now have or may have. This Agreement includes all claims arising from, related to, or which were or could have been brought in connection with Employee’s prior employment with Company; any alleged discriminatory, retaliatory, tortious and/or improper actions of Company; and any and all other acts or omissions related to any matter arising out of or relating to their employment or separation of employment with Company occurring on or before the date of execution of this Agreement.

This general release is to be construed as broadly as possible and includes, but is not limited to, any claims under the Texas Commission on Human Rights Act, Texas Payday Act, Texas Workers’ Compensation Act, Texas Labor Code, Texas Civil Practice and Remedies Code, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981, Equal Pay Act, Fair Labor Standards Act, Americans with Disabilities Act, Family and Medical Leave Act, Fair Credit Reporting Act, Employee Retirement Income Security Act, Consolidated Omnibus Budget Reconciliation Act, National Labor Relations Act, Occupational Safety and Health Act, and any amendments to any of the foregoing statutes, or under any provision of the State or federal Constitutions, or any other federal, state or local law (whether constitution, statute, regulation, ordinance or otherwise).

1. **Confidentiality**. Employee agrees to maintain in confidence and not disclose the fact of, or the terms of this Agreement (including, but not limited to, the fact that they received any severance payment), or any facts or circumstances giving rise to their released claims against Company, except to any tax advisor/accountant or attorney, or pursuant to legal subpoena or court order.

1. **Acknowledgment of No Claims.** Employee represents and warrants that they have not assigned any interest in any claims, or previously filed any claims, against Company that are subject to the general release of claims set forth above.
2. **Construction of Agreement.** It is understood and agreed that each party has the opportunity to seek legal counsel of their own choosing to have the meaning, effect and terms of this Agreement fully explained; that this Agreement was freely and voluntarily entered; that this Agreement contains the entire agreement between the parties on its subject; that this Agreement will not take effect unless and until it is executed by Employee; that this Agreement does not constitute any admission of liability or wrongdoing by either party; and that this Agreement may be executed in multiple counterparts, and that faxed or emailed signatures shall be deemed to have the same legal force and effect as original signatures. The provisions of this Agreement are severable, and if any provision is held unenforceable, the other provisions shall remain fully valid and enforceable.
3. **Employee’s Ongoing Duties of Confidentiality:** Employee acknowledges and agrees that their duty to maintain as confidential the proprietary, trade secret and other confidential information related to Company’s business that they obtained during their employment with the Company extends beyond the separation of their employment with the Company, and so long as such information does not become part of the public domain (so long as it becomes part of the public domain through means other than a disclosure prohibited hereunder). Thus, except as required by law, Employee agrees that they will not at any time disclose to others, permit to be disclosed, use, permit to be used, copy or permit to be copied any proprietary, trade secret or other confidential information related to the Company’s business that they obtained during their employment with the Company.

So agreed and understood:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Type name of employee* (Employee)

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Type name of signor* (on behalf of Company)

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_