**EMPLOYEE RELEASE AND SEVERANCE AGREEMENT**

This release and severance agreement (this “Agreement”) made and entered into by and between \_\_\_\_\_\_(“EMPLOYEE”) and \_\_\_\_\_\_\_\_ (“COMPANY”) (collectively “the Parties”):

**W I T N E S S E T H:**

**WHEREAS,** the Parties represent that EMPLOYEE has been employed by COMPANY since {DATE}; and

**WHEREAS**, the Parties mutually agree to terminate EMPLOYEE employment with COMPANY, effective {DATE}, one month from the date of this agreement, without blame, fault, or liability attributed to either party; and

**WHEREAS,** the Parties represent that they are freely entering into this Agreement, and each party or a designated representative of each party has read and fully understands the contents and effects of this Agreement;

**WHEREAS,** the Parties have agreed to settle all existing disputes between them, whether known or unknown, pursuant to the terms and conditions of the Agreement;

**NOW, THEREFORE,** in consideration of the mutual agreements contained herein andfor other good and valuable consideration, receipt of which is hereby acknowledged,EMPLOYEE agrees to release COMPANY and its subsidiaries, affiliates, divisions, parents, and related entities and each of their members, partners, shareholders, directors, representatives, employees, agents, representatives, successors and assigns (collectively referred to herein as the “Released Parties”) from any and all known and unknown claims, demands, liabilities, damages, indebtedness, costs, attorneys’ fees, actions, causes of action and/or obligations of any nature it may hold, or now holds, against the Released Parties, including but not limited to any and all issues, from the beginning of the World through the date of this Agreement. By entering into this Agreement, EMPLOYEE expressly acknowledges that he/she is releasing the Released Parties with respect to any dealings that he/she has had with the Released Parties from the beginning of the World through the date of this Agreement, it being the intent that the foregoing constitutes a complete and general release.

1. **Termination of Employment**:
   1. The Parties agree that, EMPLOYEE employment with COMPANY will terminate effective thirty (30) days from the date of this Agreement (the “Termination Date”).
   2. The Parties agree that, for the remainder of her employment with COMPANY, EMPLOYEE will continue to receive her current salary, $\_\_\_\_\_\_\_\_/week/pay period/month, and further agree that, from the date of this agreement to the Termination Date, EMPLOYEE will not be entitled to receive any contractual bonuses, discretionary bonuses, incentive payments, commissions, and/or any other form of monetary compensation that he/she might normally receive under the terms of her employment with COMPANY.
2. **Separation & Severance**:
   1. Within thirty (30) calendar days of Company’s counsel’s receipt of this original Agreement signed by EMPLOYEE and the expiration of the revocation period set forth below, COMPANY will make a payment to EMPLOYEE of the gross amount of $\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dollars and \_\_\_\_\_\_\_\_\_\_\_\_\_ cents) (the “Severance Payment”) in full satisfaction of any and all claims he/she may have or claim to have against the Released Parties for any form of lost compensation or benefits.
   2. The Severance Payment shall be made in six (6) equal installment payments of $\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dollars and \_\_\_\_\_\_\_\_\_\_\_ cents) by check payable to “\_\_\_\_\_\_\_\_\_” The first installment payment shall be due within thirty (30) days of the execution of this Agreement with the following payments due at thirty days intervals from the first installment payment. . The Severance Payment will be subject to all necessary taxes and withholdings. An IRS Form W-2 will be issued to EMPLOYEE in connection with the Severance Payment
   3. The Parties agree that EMPLOYEE will be entitled to claim unemployment benefits as provided by law.
   4. COMPANY will continue to cover the costs of EMPLOYEE’S health insurance for a period of four (4) months following the Termination Date. After the Termination Date, EMPLOYEE will have the option of continuing health insurance coverage, at her own expense, through COBRA.
   5. EMPLOYEE will be solely responsible for the payment of any and all taxes in connection with the Severance Payment. To the extent there are any tax consequences to EMPLOYEE and/or COMPANY arising from the Severance Payment, EMPLOYEE agrees to indemnify and hold COMPANY harmless for all additional taxes, interest and penalties.
   6. COMPANY may prepay all or any portion of the Severance Payment. Any monthly amount paid in excess of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall reduce the total outstanding amount due but shall not reduce the next monthly payment amount unless the outstanding amount due for the remaining Severance Payment is less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
   7. Should COMPANY fail to make an installment payment by its respective due date, EMPLOYEE shall be required to provide COMPANY with written notice (a “Default Notice”) of such default, via certified mail or Federal Express, and COMPANY shall have ten business (10) days from the receipt of the Default Notice to cure the default. Additionally, the Default Notice shall be provided by facsimile to COMPANY at [NUMBER OR EMAIL]. Should COMPANY fail to timely cure a properly noticed default, then the full amount of the Severance Payment shall immediately become due and owing to EMPLOYEE (minus any portion of the Severance Payment already paid).
3. **Release of All Claims:** 
   1. As a material inducement to COMPANY to enter into this Agreement, EMPLOYEE, on behalf of herself, her heirs, successors, representatives, assigns, attorneys, agents, executors and administrators (the “Releasors”), hereby irrevocably and unconditionally releases, acquits, and forever discharges COMPANY, its present, past and future owners, affiliates, related business entities, parent companies, subsidiaries, predecessors, successors, assigns, divisions, directors, officers, trustees, members, employees, stockholders, representatives, insurers, reinsurers, attorneys, in their individual and representative capacities and all persons acting by, through, under, or in concert with any of these, his/its heirs, successors, representatives, assigns, attorneys, agents, executors and administrators (the “Released Parties”), from any and all charges, complaints, claims, liabilities, obligations, suits, demands, costs, losses, debts and expenses, including, but not limited to, all claims for penalties, general damages, punitive damages, compensatory damages, special damages, equitable relief, attorneys’ fees and costs actually incurred, of any nature whatsoever known or unknown, suspected or unsuspected, that EMPLOYEE had, now has, may or could have, arising out of or relating to any matter up to the date of the execution of this Agreement, whether under any theory, including, but not limited to, any and all claims in connection with EMPLOYEE employment with COMPANY (or with any Released Party) and the cessation thereof, excluding any claims to enforce her rights under this Agreement.
   2. Without limiting the generality of the foregoing, this Agreement is intended to and shall release the Released Parties from any and all claims, whether known or unknown, which Releasors ever had, now have, or may have against the Released Parties, without limitation: any claim, whether brought on an individual basis or as part of a class action, under the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq. (“ADEA”); the Older Worker Benefits Protection Act of 1990 (“OWBPA”); Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.; the Civil Rights Act of 1991, Pub. L. No. 102-166, 105 Stat. 1071 (1991); 42 U.S.C. § 1981; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; the National Labor Relations Act, 29 U.S.C. § 151 et seq.; the Equal Pay Act of 1963, 29 U.S.C. § 206(d); the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq.; the Rehabilitation Act of 1973, 29 U.S.C. § 791 et seq.; The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.; the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq.; the New York State Human Rights Law, N.Y. Executive Law § 290 et seq.; the New York City Human Rights Law, New York City Charter and Administrative Code; Title VIII, § 8-107 et seq.; the New York Civil Rights Law, N.Y. Civil Rights Law § 79-e et seq.; New York Labor Law, § 1 et seq.; the New York Workers’ Compensation Law, N.Y. Workers’ Compensation Law § 1 et seq.; the New York Unemployment Insurance Law, N.Y. Labor § 510 et seq.; and any and all other federal, state and local equal employment, fair employment and civil or human rights laws (whether statutory, regulatory or decisional); under the statutory, regulatory or common law of any jurisdiction, including, but not limited to, any and all tort claims (e.g., assault; battery; false imprisonment; defamation; intentional infliction of emotional distress; negligent infliction of emotional distress; wrongful termination; negligent hiring, supervision and/or retention; conversion; interference with contract; abusive discharge; and/or loss of consortium, companionship, services or society) and under any and all applicable federal, state and local laws.
   3. Nothing herein shall be deemed a waiver of claims for breach of this Agreement.
   4. If any legal proceeding related to EMPLOYEE employment with COMPANY is instituted in court or a state or federal administrative agency (collectively referred to herein as “Proceeding”), including any proceeding conducted by the EEOC, EMPLOYEE waives all relief available to her (including, without limitation, monetary damages, equitable relief and reinstatement) under any of the claims and/or causes of action waived in this Paragraph 3. Therefore, EMPLOYEE agrees that he/she will not accept any award or settlement from any source or Proceeding (including but not limited to any proceeding brought by any other person or by any government agency) with respect to any claim or right waived in this Agreement.
   5. EMPLOYEE further agrees that neither he/she nor any person acting by, through, under, or in concert with her will initiate, encourage, assist or participate in any Proceeding by providing any information to a person bringing a Proceeding against the Released Parties or to any third-party on behalf of that person, unless lawfully subpoenaed or otherwise ordered to do so by a court or administrative agency in connection with any investigation it is conducting or as otherwise required by applicable law. Should EMPLOYEE and/or any person acting by, through, under, or in concert with her be subpoenaed or subjected by court order to attend or testify, he/she shall notify COMPANY within seventy-two (72) hours (unless compliance with the subpoena or court order is demanded in less than seventy-two (72) hours, in which case notification shall occur within twenty-four (24) hours) by sending a copy of the subpoena or court order to the attention of [NAME], [ADDRESS], via Federal Express next day delivery, marked “Confidential and Time-Sensitive – Please Open Immediately,” so compliance or objection to same can be directed or raised by the Released Parties.
4. In exchange for the consideration set forth herein, including in Paragraphs 1 and 2, the adequacy of which is hereby expressly acknowledged, EMPLOYEE, on her behalf and on behalf of her heirs, executors, representatives, successors, agents, and assigns (hereinafter collectively referred to as the “Releasors”), hereby knowingly and voluntarily waive, release and discharge COMPANY, as well as its predecessors, successors, assigns, affiliates, subsidiary organizations, divisions, insurers, and parent corporations, and each of its or their current or former officers, directors, agents, attorneys, consultants, contractors, employees, all employee benefit plans maintained by any of the above entities, their agents, plan administrators and fiduciaries, individually and in their representative capacities (hereinafter collectively referred to as the “Released Parties”), from any and all claims, liabilities, demands and causes of action that releasors may individually or collectively had, now have or may have against the Released Parties, whether known or unknown, in law or equity, which existed or are existing, arising out of, by reason of, or relating in any way whatsoever to any matter, cause or thing, including, but not limited to any claims relating to EMPLOYEE respective employment with COMPANY, from the beginning of the world to the date hereof including. The claims released include by way of example, and not by limitation:
   1. all statutory claims, including, but not limited to, claims arising under the New York State Human Rights Law, New York City Human Rights Law, the New York State Labor Law, the New York Wage Theft Prevention Act, Section 230 of the New York Workers’ Compensation Law, the New York Civil Rights Law, the New York Wage and Hour Law, the New York Whistleblower Act, the New York Retaliatory Action By Employers Law, and the New York Non-Discrimination for Legal Actions Law, the New York City Administrative Code, Title VII of the Civil Rights Act of 1964, Section 1981 of the Civil Rights Act of 1866, the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, the Americans With Disabilities Act, the Rehabilitation Act of 1973, the Family and Medical Leave Act, the Genetic Information Nondiscrimination Act of 2008, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Sarbanes-Oxley Act of 2002, the Fair Labor Standards Act, the Occupational Safety and Health Act, the National Labor Relations Act, and the Employee Retirement Income Security Act, and any and all other applicable federal, state, city, county or local statutes, ordinances or regulations;
   2. all claims arising under the United States and any state’s Constitutions;
   3. all claims arising under any Executive Order and any claims derived from or based upon any federal or state laws or regulations;
   4. all common law claims including, but not limited to, claims for wrongful discharge, public policy claims, retaliation claims, claims for breach of an express or implied contract, breach of an implied covenant of good faith and fair dealing, claims for intentional or negligent infliction of emotional distress, assault, false arrest or imprisonment, negligent or intentional misrepresentation, defamation, fraud, loss of consortium, negligence, tortious interference with contract or interference with employment relationship or prospective economic advantage, and negligent hiring, supervision or retention;
   5. all claims for any type of economic loss, including, but not limited to, back wages, front pay, bonuses or awards, commissions, tips, fringe benefits, disability benefits, severance benefits, reinstatement, retroactive seniority, pension benefits, contributions to 401(k) plans, or any other form of economic loss;
   6. all claims for personal injury, including but not limited to, mental or physical anguish, pain and suffering, emotional distress, physical manifestations of emotional distress, physical injuries, embarrassment, humiliation, damage to name or reputation or any other form of compensatory or punitive damages; all claims based upon, arising out of or related in any way to theories of negligence, respondeat superior, or vicarious liability, and
   7. all claims for costs, interest, and attorneys’ fees.
5. **No Other Claims Filed:** EMPLOYEE represents to COMPANY, as a material inducement to enter into this Agreement, that there are no pending matters, claims, charges, proceedings, complaints, judgments or actions against or with respect to any of the Released Parties, filed or submitted by EMPLOYEE or with her knowledge, or on her behalf with any federal, state or local court, department, administrative agency, investigative body or other agency. EMPLOYEE further represents that he/she has not assigned or transferred or attempted to assign or transfer to any person or entity, any claim that he/she has or may have against any of the Released Parties.

COMPANY represents to EMPLOYEE, as a material inducement to enter into this Agreement, that there are no pending matters, claims, charges, proceedings, complaints, judgments or actions against or with respect to EMPLOYEE, filed or submitted by COMPANY or with their knowledge, or on their behalf with any federal, state or local court, department, administrative agency, investigative body or other agency. COMPANY further represents that it has not assigned or transferred or attempted to assign or transfer to any person or entity, any claim that they has or may have against EMPLOYEE.

1. **Confidentiality:** EMPLOYEE understands and agrees that, unless required by lawful subpoena or court order, neither he/she nor anyone acting on her behalf will publish, publicize, disseminate, communicate or cause to be published, publicized, disseminated or communicated, to the print or broadcast media and/or any entity or person whatsoever, directly or indirectly, any information concerning this Agreement; the fact that a severance was negotiated and reached; the terms of this Agreement; or the discussions or circumstances preceding this Agreement; except to her spouse, legal counsel and tax advisors, after first informing them that they must maintain the confidentiality of such information or risk breaching this Agreement. In the event that EMPLOYEE is required by law, regulation or court order to disclose this Agreement, or any terms contained herein, EMPLOYEE shall notify COMPANY within three (3) business days of the request, subpoena or order so that COMPANY may seek a protective order or other appropriate remedy. In the event that no such protective order or other remedy is obtained, EMPLOYEE shall furnish only that portion of the Agreement which is required, and will exercise all reasonable efforts to obtain reliable assurance that the Agreement will be accorded to the information so disclosed.
2. **Non-Disparagement:**
   1. EMPLOYEE expressly agrees that he/she will not speak disparagingly, derogatorily or in a defamatory manner about COMPANY, including their employees, officers, and/or agents.
   2. Likewise, COMPANY agrees not to speak disparagingly, derogatorily or in a defamatory matter about EMPLOYEE. This provision is material to this Agreement.
   3. COMPANY expressly agrees to make all good faith efforts to provide recommendations to EMPLOYEE’ prospective employers.
3. **Non-Solicitation & Non-Disclosure**:
   1. EMPLOYEE expressly agrees that as consideration for the Severance Payment he/she is to not to solicit, directly or indirectly (working with or through another individual or Company, or another freight forwarder or customs house brokerage), any of COMPANY’s existing customers, for a period of sixty (60) months after the Termination Date.
   2. EMPLOYEE expressly agrees to not solicit any employee of COMPANY for employment with any individual or corporation, including EMPLOYEE, for a period of twenty-four (24) months after the Termination Date.
   3. EMPLOYEE expressly agrees not to disclose any confidential information or other proprietary information about COMPANY or its customers, including, but not limited to, products, customized computer software, pricing and services, to any individual or corporation.
   4. EMPLOYEE expressly agrees to return all COMPANY materials and proprietary products on or before the Termination Date.
   5. EMPLOYEE expressly agrees to not disclose to any third party, either directly or indirectly, any trade secrets of COMPANY.
4. **Breach of this Agreement:** Both Parties shall abide by the terms and conditions set forth in this Agreement, and in the event of a breach by either party, the Parties reserve all rights and remedies permissible in law or equity. The prevailing party in such action for breach hereof will, in addition to any other relief, also be entitled to recover attorneys’ fees, costs and any other reasonably foreseeable damages incurred as a result of the breach of this Agreement.

The Parties acknowledge and agree that a breach of the confidentiality and non-disparagement provisions in the above paragraphs would cause great damage and injury to the other party, and that such provisions provide a material element of the Parties’ consideration for, and inducement to, enter into this Agreement. Accordingly, it is expressly agreed and understood that should any party breach such provisions, the other party, in addition to pursuing other remedies they may have in law or equity, may obtain an injunction in a court of law to restrain the other party from further violating the confidentiality provisions of this Agreement

1. **Changes to the Agreement:** This Agreement may not be changed, amended or modified except by a written instrument signed by EMPLOYEE and COMPANY; provided that the notice address in Section 10 herein may be amended upon written notice by one party to the other.
2. **Entire Agreement:** This Agreement contains the entire agreement between the Parties and replaces any prior agreements or understandings, whether oral or written, between the Parties.
3. **Governing Law and Jurisdiction:** This Agreement, and all of its terms, shall be governed by the laws of the State of New York without regard to conflict of law rules. This Agreement was entirely negotiated in New York and contemplates performance therein. The Settling Parties agree to be subject to the jurisdiction of the Supreme Court, New York County for all purposes relating to this Agreement and the enforcement thereof.
4. **Notice:** All notices to EMPLOYEE’s counsel shall be to:

FILL IN

All notices to COMPANY’ counsel shall be to:

FILL IN

1. **Severability:** In the event that any provision of this Agreement is held by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining provisions shall not be affected; and, the illegal or invalid provisions shall be reformed to the extent possible to be consistent with the other terms of this Agreement and, if such provisions cannot be so reformed, they shall not be deemed to be a part of this Agreement.
2. **Successors and Assigns:** This Agreement is binding upon, and shall inure to the benefit of, the Parties and their respective heirs, executors, administrators, successors and assigns; provided that this Agreement may not be assigned by either party without the written consent of the other party, such consent to be granted or withheld in the sole discretion of such party.
3. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall be one and the same document. A facsimile of a signature shall be deemed an original.
4. **Miscellaneous:**

#### Further Assurances. Each of the Parties shall take such other actions and execute such other documents as may be reasonably necessary to effectuate this Agreement and the undertakings made herein.

#### Both Parties As Drafter. For purposes of construing this Agreement, each of the Parties shall be deemed the drafter of this Agreement, which shall not be construed as having been drafted more by one party than another.

#### Non-Waiver of Breach. The waiver by any party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

#### Nothing herein shall bar or prevent the Parties from enforcing the terms of this Agreement.

#### This Agreement is not an admission of liability or responsibility on the part of any of the Parties who are signatories hereto.

1. **BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT CAREFULLY, THAT YOU HAVE HAD A REASONABLE PERIOD OF TIME TO CONSIDER IT, THAT YOU HAVE HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF YOUR CHOOSING AND HAVE SO CONSULTED WITH AN ATTORNEY REGARDING THE TERMS OF THIS AGREEMENT, THAT YOU AGREE TO ABIDE BY ITS TERMS, AND THAT YOU ARE SIGNING IT VOLUNTARILY AND OF YOUR OWN FREE WILL.**

**ACKNOWLEDGED AND AGREED**:

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

By: \_\_\_\_\_\_\_\_TITLE

Sworn to before me this Sworn to before me this

\_\_\_\_\_ day of October, 2019 \_\_\_\_\_ day of October, 2019

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

Notary Public Notary Public