**EMPLOYEE TERMINATION NON-DISCLOSURE AGREEMENT**

1. **THE PARTIES**. This Employee Termination Non-Disclosure Agreement ("Agreement"), created this [MM/DD/YYYY], is by and between [EMPLOYER NAME] ("Employer") and [EMPLOYEE NAME] ("Employee") in connection with the termination of the Employee's employment with the Employer.
2. **TERMINATION DATE**. The Employee's last day of employment with the Employer was on [MM/DD/YYYY]. This termination is in accordance with [TERMINATION REASON].
3. **CONSIDERATION**. In consideration of the Employee's execution of this Agreement and subject to the Employee's compliance with all its terms, the Employer agrees to provide the following:

[ ]  - Severance Pay – The Employee will be entitled to receive severance pay in the
 amount of [AMOUNT ($)] less any required deductions and withholdings. This amount
 is contingent upon the Employee signing and not revoking this Agreement.

[ ]  - Other Benefits – [OTHER BENEFITS]

1. **RELEASE OF CLAIMS**. In exchange for the consideration provided in this Agreement, the Employee agrees to release and discharge the Employer and its officers, directors, employees, agents, and affiliates from any and all claims, liabilities, demands, actions, or causes of action, whether known or unknown, arising out of or in any way related to the Employee's employment or the termination thereof, up to and including the date of this Agreement.
2. **CONFIDENTIALITY AND NON-DISCLOSURE**. The Employee agrees to maintain the confidentiality of any proprietary or sensitive information obtained during their employment and agrees not to disclose such information to any third party. This obligation extends beyond the termination of employment.
3. **RETURN OF COMPANY PROPERTY**. The Employee agrees to return all company property including, but not limited to, laptops, mobile phones, keys, documents, and any other materials belonging to the Employer, by [MM/DD/YYYY].
4. **DISCLAIMER**. This Agreement is not intended to preclude or dissuade the Employee from engaging in activities protected by state or federal law, including the National Labor Relations Act, such as discussing wages, benefits, or terms and conditions of employment, forming, joining, or supporting labor unions, bargaining collectively through representatives of their choosing, raising complaints about working conditions for their and their fellow employees' mutual aid or protection, or legally required activities.
5. **ACKNOWLEDGMENT**. By signing this Agreement, the Employee acknowledges that they have had sufficient time to review and consider its terms and that they have been advised to seek legal counsel before signing. The Employee also acknowledges that they understand the rights they are waiving by signing this Agreement.

The Employee and Employer have executed this Agreement as of the date first written above.

**Employee’s Signature** [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](http://www.esign.com/)  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Employer’s Signature** [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](http://www.esign.com/)  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_