CONSULTANT RELEASE AGREEMENT

I entered into an agreement entitled [Consulting Agreement] dated _____ (the "**Service Agreement**") with [Company Name] Inc. (the "**Company**") under which I provided services to the Company until [insert separation date], at which time my relationship with the Company ended. I acknowledge and agree that as of [date], the Service Agreement is hereby terminated regardless of any notice provisions set forth in the Service Agreement, which are hereby waived, and neither me nor the Company have any continuing obligations under the Service Agreement (except for any continuing obligations set forth in the Service Agreement). If I do not sign this Agreement, this Agreement constitutes notice pursuant to the Service Agreement that the Company is terminating the Service Agreement, effective [_____, 2023], which is [INSERT NUMBER OF DAYS IN NOTICE PERIOD] days from the date I was provided with this Agreement. I represent and warrant that I have been paid all amounts owed to me as a result of my relationship with the Company, and have been reimbursed for all reimbursable business expenses incurred in connection with such service.

This Agreement also sets forth the compensation which the Company is providing to me in exchange for my promises set forth herein. I understand that I have five (5) business days to consider this Agreement, and that if I do not sign and return this Agreement to the Company within five (5) business days, the Company's offer contained herein will expire.

In exchange for my signing this Consultant Release Agreement (the "**Agreement**"), the Company will pay me a payment in the amount of $_____ (the "**Payment**"). I understand that I am not entitled to the Payment unless I sign this Agreement. The Payment will be paid to me within ten (10) business days after the date I return this signed Agreement to the Company. The Payment will be paid without withholdings or deductions and will be reported on a Form 1099. I agree that I am solely responsible for all tax payments, penalties and/or obligations arising from or relating to the Payment, and that I will indemnify and hold harmless the Company from any such tax-related payments, penalties or obligations.

I agree that I will return to the Company all Company confidential and proprietary information and other property that I received in the course of my service with the Company within three (3) business days of the date of this Agreement, and agree to abide by all of my continuing obligations under my Service Agreement with the Company, including my obligation to keep all Company confidential and proprietary information in strict confidence.

In consideration for the benefits provided to me under this Agreement to which I am not otherwise entitled, I hereby forever release the Company, its affiliated, related, parent, and subsidiary entities, and their current and former directors, officers, employees, shareholders, partners, agents, contractors, vendors, attorneys, predecessors, successors, insurers, affiliates, and assigns, from any and all claims, liabilities, demands, causes of action, attorneys' fees, damages, or obligations of every kind and nature, whether known or unknown, arising from or in any way related to my service with the Company through and including the date I sign this Agreement. This general release includes, but is not limited to, all claims related to or arising from my work for the Company and/or the termination of that my relationship with the Company, as well as all federal and state statutory and common law claims, and claims for breach of contract or other promise, fraud, misrepresentation, discrimination, harassment, retaliation, emotional distress, compensation, commissions, benefits, or equity interests. I understand that, as part of this Agreement, I am releasing claims that may be unknown to me at present, and that I am waiving all rights and benefits under Section 1542 of the California Civil Code which states: "**A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party**."

I understand and agree that the promises and benefits in consideration of this Agreement shall not be construed to be an admission of any liability or obligation by the Company to me or to any other person, and the Company makes no such admission.

I also agree not to disparage the Company and its officers, directors, employees, shareholders and agents, in any manner likely to be harmful to them or their business, business reputations or personal reputations; provided that I may respond accurately and fully to any question, inquiry or request for information when required by legal process (e.g., a valid subpoena or other similar compulsion of law) or as part of a government investigation. In addition, nothing in this paragraph or this Agreement is intended to prohibit or restrain me in any manner from making disclosures that are protected under the whistleblower provisions of federal or state law or regulation. I acknowledge and agree that nothing in this Agreement prevents me from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that I have reason to believe is unlawful.

This Agreement is the complete, final and exclusive embodiment of the entire agreement between the Company and me regarding the subject matter hereof. I am not relying on any promise or representation that is not expressly stated herein. This Agreement cannot be modified except in a writing signed by me and a duly authorized officer of the Company. If any provision of this Agreement is determined to be unenforceable, in whole or in part, such determination will not affect any other provision of this Agreement and the provision in question shall be deemed modified so as to be rendered enforceable in a manner consistent with the intent of the parties insofar as possible under applicable law. This Agreement will be deemed to have entered into and will be construed and enforced in accordance with the laws of the State of Delaware as applied to contracts made and to be performed entirely within Delaware. Any ambiguity in this Agreement shall not be construed against either party as the drafter. Any waiver of a breach of this Agreement, or rights hereunder, shall be in writing and shall not be deemed a waiver of any successive breach or rights hereunder.

[COMPANY NAME] INC.

_____ _____

[Name, Title] Date

UNDERSTOOD AND AGREED:

_____ _____

[Name] Date