Awake Separation Agreement and Release

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These documents are general templates, not legal advice. Before using any document for any real-world purpose, every party must have their own independent legal counsel review and approve it for their circumstances and applicable law. Do not sign, rely on, or otherwise use a document without that approval. No attorney-client relationship is created.

Document an individual separation, earned payments and separately negotiated release consideration.

Reference edition. Complete all fields, choose every alternative, reconcile companions and remove drafting instructions before execution. The separate fill-in edition omits this publication introduction.

Commercial Terms

Company and departing employee: [names and addresses]. Separation date: [date]. Work jurisdiction: [state]. Final earned wages/benefits: [amounts and statutory due dates]. Additional severance: [amount, payment schedule, benefits and conditions]. Release scope and exclusions: completed Schedule A. Consideration/revocation periods and effective date: completed Schedule B after jurisdiction and age review. Notice contacts: [contacts].

1. Earned obligations

Company pays all earned compensation and legally required benefits when due whether or not Employee signs or revokes this agreement. Final wages are not consideration for a release. Document accrued expenses, benefit continuation information and any existing obligations separately. Additional severance is owed only on the completed conditions, not inferred from the fact of termination.

2. Release selection

In exchange for additional consideration, Employee releases only the legally waivable pre-signature claims specifically described in Schedule A, subject to its exclusions. No future claim is released. Exclude nonwaivable rights, enforcement of this agreement, vested benefits, agency participation and protected reporting. An age-discrimination waiver, state unknown-claims waiver or group termination program requires completed jurisdiction-specific provisions; an unresolved selection means no such waiver is included. This form does not supply a group-program disclosure.

3. Review and effectiveness

Employee is advised in writing to consult an attorney. Schedule B states the legally required review and revocation process, method, recipient and actual effective date; Company will not shorten mandatory periods. If a selected waiver is revoked, describe the effect on the release and extra consideration

expressly. No signature is dated retroactively. Do not use this draft for an age waiver until its statutory package has been completed.

4. Continuing obligations and property

Identify existing confidentiality and IP duties by document and date; this agreement does not expand them silently. Return Company property and transfer authorized access without destroying required records. Equity treatment is stated by reference to signed grant/purchase documents, including unvested treatment and actual exercise deadlines; no new vested forfeiture arises. Employee may cooperate with agencies, report concerns and engage in other protected activity regardless of confidentiality wording.

5. Statements and payment

Any reference, announcement, confidentiality or nondisparagement term must be expressly completed and preserve protected workplace discussion and mandatory exceptions. Company pays undisputed amounts on time and supplies agreed tax reporting. No breach automatically forfeits earned wages or permits an unlawful penalty.

Schedule A Release

[Covered claims, releasing/released parties, cutoff, exclusions, applicable statutory wording and separately reviewed unknown-claims treatment].

Schedule B Review and revocation

[Individual/group status; applicable age-waiver analysis; attorney-consultation notice; consideration period; revocation period; submission method/contact; effective date; effect of revocation].

General terms

Formal notices go to the contacts and delivery methods in the Commercial Terms. Governing law: [state and country]; dispute forum: [court and venue, or separately completed arbitration provision], subject to mandatory law. The parties will first meet in good faith within [days] after a dispute notice; this does not delay urgent relief or a filing deadline. This document and the signed schedules listed here constitute the agreement on this subject. Changes require a writing signed by the affected parties. A schedule overrides another document only by identifying the provision and the agreed replacement. No provision silently amends an existing equity, financing, or employment instrument. Severability applies to the extent lawful. Neither party may transfer this agreement without the other's written consent except to a successor acquiring the relevant business that assumes its obligations in writing, subject to any expressly agreed restrictions. Counterparts and electronic signatures are permitted.

Signatures

Party A: [full legal name]. Authorized signature: [signature]. Name and title: [name and title]. Date: [date].

Party B: [full legal name]. Authorized signature: [signature]. Name and title: [name and title]. Date: [date].

Signed schedules and implementing documents: [list, dates, and versions, or none].