**TERMINATION AGREEMENT TEMPLATE**

This Termination Agreement (the "Agreement") is entered into as of [Effective Date], by and between [Party A Name] ("Party A"), having its principal place of business at [Party A Address], and [Party B Name] ("Party B"), having its principal place of business at [Party B Address] (collectively, the "Parties").

WHEREAS, the Parties entered into a [Original Agreement Name] dated [Original Agreement Date] (the "Original Agreement");

WHEREAS, the Parties now wish to terminate the Original Agreement on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**TERMINATION**

As of the Effective Date, the Original Agreement shall be terminated and of no further force or effect. The Parties hereby release and forever discharge each other from any and all liabilities, claims, demands, and causes of action arising from or in connection with the Original Agreement, up to and including the Effective Date.

**SETTLEMENT AND RELEASE**

* In full and final settlement of all obligations under the Original Agreement, Party A shall pay Party B the sum of [Settlement Amount] (the "Settlement Amount") on or before [Payment Date].
* Upon receipt of the Settlement Amount, Party B shall provide Party A with a written acknowledgement of receipt and a full and final release of any and all claims, liabilities, and obligations arising out of or in connection with the Original Agreement.

**CONFIDENTIALITY**

The Parties agree that the terms of this Agreement, including but not limited to the Settlement Amount, shall remain confidential and shall not be disclosed to any third party, except as required by law or as agreed by both Parties in writing.

**WARRANTIES AND REPRESENTATIONS**

Each Party represents and warrants to the other Party that:

* It has the full right, power, and authority to enter into and perform this Agreement and to grant the rights and release set forth herein;
* The execution, delivery, and performance of this Agreement will not conflict with, result in a breach of, or constitute a default under any other agreement to which it is a party or by which it is bound.

**GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement shall be governed by and construed in accordance with the laws of the [State/Country], without regard to its conflict of laws principles. Any disputes arising out of or in connection with this Agreement shall be resolved by [specify the method of dispute resolution, e.g., arbitration or litigation] in [Location for dispute resolution].

**ENTIRE AGREEMENT**

This Agreement contains the entire understanding and agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, whether oral or written, between the Parties relating thereto. This Agreement may not be amended, modified, or waived, in whole or in part, except in writing signed by both Parties.

**COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

[Party A Name]

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

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

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

[Party B Name]

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

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

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