

CONFIDENTIAL SEPARATION AGREEMENT AND GENERAL RELEASE OF CLAIMS

This Confidential Separation Agreement and General Release of Claims (“Agreement”) is hereby voluntarily and knowingly entered into between Amentum Services, Inc. (together with its parents, subsidiaries, sister companies, and affiliates and its and their respective successors and assigns (collectively, the “Company”)), and MICKEY MOUSE (“Employee”).

For and in consideration of the mutual promises and the covenants, agreements and releases made herein, the receipt of which and sufficiency of said consideration are hereby acknowledged, the Company and Employee hereby agree as follows:

1. Separation of Employment. The parties acknowledge that Employee’s employment will cease on Thursday, July 27, 2023 (“Separation Date”).

2. Consideration from the Company. In full consideration for Employee’s execution of this Agreement and upon it becoming irrevocable, as provided in Section 15 below, and subject to any other terms and conditions herein that are required to be satisfied for payment by the Company to be made hereunder, the Company agrees as follows:

a. Separation Benefits. Upon Employee’s separation on Thursday, July 27, 2023, the Company shall pay to Employee:

i. A Severance in the amount equivalent to 4 weeks’ base salary, a total sum of \$2,500.00, subject to all authorized or required withholdings and deductions. This Severance is consistent with the Company’s standard severance plan. The Company shall make this payment to Employee in a lump sum payment within thirty (30) days of a fully executed and irrevocable copy of this Agreement.

By signing this Agreement, Employee authorizes the Company to direct deposit the payments into his/her bank, saving and loan or credit union account that was previously authorized by Employee. If, as of Employee’s Separation Date, Employee has not previously authorized direct deposit, a check for the Separation Benefits will be mailed to Employee’s home address on file.

3. Employee Acknowledgements.

a. Employee acknowledges that, with exception of his/her final paycheck, which includes any accrued but unused paid time off (“PTO”), no other wages, commissions, overtime, expenses, vacation/PTO, and/or benefits are due to Employee, up to and including the Separation Date.

b. Employee represents that he/she has reported to the Company all work-related injuries or illnesses incurred by Employee during employment with the Company.

c. Employee acknowledges and represents that during his/her employment and through the date Employee signs this Agreement, Employee has made full and truthful disclosures

to the Company about any misconduct of which he/she may have been aware by or on behalf of the Company or any of its employees, officers, directors, consultants, agents, or other third-parties.

4. No Consideration Absent Execution of this Agreement. Employee acknowledges that any payments promised in this Agreement are contingent on the Employee meeting certain promises and covenants, including executing this Agreement. Employee acknowledges that a failure to sign and execute this Agreement by no later than the 45th calendar day following receipt of this Agreement will result in this Agreement being withdrawn, and the Employee not receiving the consideration in Section 2 above.

5. Claims Released and Waiver. In consideration of the promises set forth in Section 2 above, which Employee otherwise would not be entitled to receive without this Agreement, and subject only to the exceptions noted in Sections 5(b) and 5(c), Employee knowingly and voluntarily agrees to waive and irrevocably and unconditionally fully release, acquit and forever discharge from liability the Company and any Released Parties (as defined below) from any and all claims, charges, grievances, demands, debts, defenses, actions or causes of action, obligations, agreements, controversies, damages, injuries, judgments, complaints, suits, rights, attorneys' fees, costs, losses, penalties, debts and expenses, liabilities, or promises, known or unknown, arising out of or relating to his/her employment with the Company whatsoever, which he/she now has, has had, or may have, whether the same be at law, in equity, or mixed, in any way arising from or relating to any act, occurrence, or transaction from the beginning of time until the effective date of this Agreement, to the maximum extent permitted by law (hereinafter collectively referred to as "Claims"). Employee further acknowledges that he/she has disclosed to the Company any concerns and/or issues of any kind Employee has or had with respect to, concerning or related in any way to his/her employment with the Company. **THIS IS A GENERAL RELEASE**, subject only to the specific exceptions set forth in Sections 5(b) and 5(c).

a. Claims released include, but are not limited to, any claims filed with any court or any federal, state or local agency either by or on behalf of Employee under the Age Discrimination in Employment Act ("ADEA"); the Older Workers Benefit Protection Act, the Americans With Disabilities Act of 1990 ("ADA"); the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank"); the Employee Retirement Income Security Act of 1974 ("ERISA"); the Equal Pay Act ("EPA"); the Fair Labor Standards Act ("FLSA"); the Fair Credit Reporting Act ("FCRA"); the Family and Medical Leave Act ("FMLA"); the Genetic Information Nondiscrimination Act ("GINA"); the Immigration Reform and Control Act ("IRCA"); the Lilly Ledbetter Fair Pay Act; the National Labor Relations Act ("NLRA"); the Labor Management Relations Act ("LMRA"); the Occupational Safety and Health Act ("OSHA"); the Rehabilitation Act of 1973; the Sarbanes-Oxley Act of 2002 ("SOX"); the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"); Sections 1981 through 1988 of Title 42 of the United States Code; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Worker Adjustment and Retraining Notification Act ("WARN"), and/or all other federal, state, city, county, or local laws, statutes ordinances, constitutions rules, orders or regulations, all as they may be amended on these or any other grounds or otherwise governing the employment relationship. Employee also forever waives, releases, discharges and gives up all claims, real or perceived and now known or unknown, for breach of implied or express contract, breach of promise, breach of the covenant of good faith

and fair dealing, wrongful or retaliatory discharge, discrimination, harassment, promissory estoppel, assault, battery, false imprisonment, defamation, libel, slander, intentional and negligent infliction of emotional distress, duress, fraudulent and negligent misrepresentation, defamation, violation of public policy, negligence, and all other claims or torts arising under any federal, state or local law, regulation, constitution, ordinance or judicial decision; and any claim concerning wages, benefits, severance payments, bonus payments, payments pursuant to any agreement with the Company, stock, stock options, or stock option agreement. Employee also agrees to waive any right he/she has to pursue any claim or grievance through any internal channel of the Company and/or its affiliates. Employee understands and agrees that this waiver includes both claims that the Employee knows about and those he/she may not know about which have arisen on or before the date on which Employee signs this Agreement.

b. Employee understands that he/she does not waive any benefits, rights or claims that may arise (i) *after* signing this document under the Age Discrimination in Employment Act, as provided for in the Older Workers Benefit Protection Act, to challenge the terms of this Agreement or contest the validity of the release contained in this Agreement, (ii) from participating, testifying, or assisting in any charge, investigation, hearing or other proceeding before any federal, state, or local government agency (e.g., the EEOC, NLRB, SEC, etc.) or any whistleblower program, or (iii) from reporting fraud, waste or abuse to federal officials regarding the Company's management of public contracts, or with an Employee's obligation to cooperate with any government authorities. However, to the maximum extent permitted by law, Employee agrees that if such an administrative claim is made, he/she shall not be entitled to recover any individual monetary relief or other individual remedies. Notwithstanding the foregoing, this Agreement does not limit Employee's right to receive an award for information provided to any government agency.

c. Employee understands that he/she is not waiving any rights he/she may have to: (i) his/her own vested accrued employee benefits under the Company's health, welfare, or retirement benefit plans; (ii) benefits and/or the right to seek benefits under applicable workers' compensation and/or unemployment compensation statutes; (iii) pursue claims which by law cannot be waived by signing this Agreement; (iv) indemnification rights, under the same eligibility rules, as afforded to all other current or former employees of the Company pursuant to the Company policies and/or applicable law; (v) enforce this Agreement; and/or (vi) challenge the validity of this Agreement.

d. Employee warrants that he/she has no knowledge of any pending or current Claims against the Company by or on behalf of Employee. Employee warrants that he/she has not assigned or transferred any Claims described in this Agreement to any third parties. In the event that Employee has an existing Claim, not otherwise identified in Sections 5(b) and 5(c), Employee agrees that consideration received under Section 2 will be full satisfaction for that Claim and that Employee will file a voluntary dismissal with prejudice within three (3) days of this Agreement becoming irrevocable under Section 15.

e. Definition of Released Parties. "Released Parties" includes the Company, its parents and any of its owners, subsidiaries, sister companies, affiliated or related companies, partnerships, or joint ventures; and with respect to each entity, all past, present and future employees, partners, fiduciaries, directors, officers, shareholders, representatives, agents, attorneys, assigns, insurers, whether acting in their individual or official capacities, and any other

persons acting as an agent for any of the persons or entities listed in this subparagraph; and with respect to each entity and individual, all predecessors, successors and assigns.

6. Confidentiality.

a. Employee agrees that the terms of this Agreement shall remain strictly confidential at all times and agree not to disclose any information regarding the existence or terms of this Agreement unless prohibited by law, except to Employee's spouse or other immediate family member, tax advisor, and/or attorney with whom Employee chooses to consult regarding consideration of this Agreement provided that those individuals agree to be bound by this confidentiality clause to the full extent of the law. This provision does not restrict Employee's right to raise any workplace concerns or exercise any rights under Section 7 of the National Labor Relations Act.

b. In the event any third party to this Agreement seeks to compel Employee to disclose the existence of this Agreement or its contents pursuant to legal process or otherwise, Employee shall notify the Company within three (3) working days and shall cooperate in any effort to oppose such process.

7. Restrictive Covenants and Agreements. In exchange for the consideration recited above and elsewhere in this Agreement, including monetary compensation to Employee and the Company's provision of Confidential Information to Employee, Employee specifically agrees to the following restrictive covenants:

a. *Non-Interference.* During the Restricted Period, Employee will not undertake to directly or indirectly, as either an employee, contractor, or consultant, whether personally or through another person or entity, interfere with the Company's relationship with any Customer by (i) attempting to persuade a Customer to cease or reduce doing business with the Company; (ii) soliciting, directly or indirectly, any Customer to conduct business with any person or entity other than the Company as to the Same or Substantially Similar Services and Products of the Company; or (iii) assisting any person or entity in doing any of the foregoing.

b. *Non-Solicitation.* During the Restricted Period, Employee will not, directly or indirectly, on Employee's own behalf or on behalf of another person or entity: (i) induce or attempt to induce any employee of the Company to leave employment with the Company; or (ii) or facilitate in any way any other person or entity in the hiring of any person employed by the Company. The foregoing restriction shall apply with respect to any person who is an employee of the Company or who was an employee of the Company during the three (3) months preceding Employee's inducement or facilitation of such person.

c. *Non-Disparagement.* Employee agrees that he/she will not, directly or indirectly, engage in communications with, make any written or oral statements to, or cause or encourage others to make any written or oral statements to, any third party, or give any public representation in any form, in which Employee or Employee's agents defame(s) or disparage(s) the Company. This provision does not restrict Employee from responding fully and truthfully in a legal or other government proceeding in which Employee is under oath or responding to subpoena or otherwise

required by law to cooperate with a government entity. This provision does not restrict Employee's right to raise any workplace concerns or exercise any rights under Section 7 of the National Labor Relations Act.

d. *Continuing Confidentiality Obligations.* Without limiting Employee's obligations under any separate agreement between Employee and the Company not to disclose or misuse any Confidential Information of the Company, Employee shall not at any time divulge, communicate, use to the detriment of the Company or for the benefit of any other Person or Persons, or misuse in any way, any Confidential Information pertaining to the business of the Company. Employee acknowledges that this obligation is ongoing and survives the termination of Employee's employment regardless of reason. Any Confidential Information now or hereafter acquired by Employee with respect to the business of the Company shall be deemed a valuable, special and unique asset of the Company that is received by Employee in confidence and as a fiduciary, and Employee shall remain a fiduciary to the Company with respect to all such Confidential Information.

Notwithstanding the foregoing, nothing herein shall be deemed to restrict Employee from disclosing Confidential Information as required to perform his/her duties to the Company or to the extent required or protected by law. If any court or government entity makes a demand on Employee purporting to legally compel Employee to divulge any Confidential Information, Employee shall give notice of the demand to the Company within a reasonable period of time so that the Company may first assess whether to challenge the demand prior to his/her divulging of such Confidential Information. Employee shall not divulge such Confidential Information (unless compelled to do so by law or apparent authority) until the Company either has concluded not to challenge the demand, or has exhausted its challenge, including appeals, if any, and Employee shall cooperate and assist the Company in making in any lawful challenge. Upon request by the Company, Employee shall deliver promptly to the Company upon termination of employment, or at any time as the Company may request, all Confidential Information (and all copies thereof) and all memoranda, notes, records, reports, manuals, drawings, designs, computer files in any media and other documents (and all copies thereof) containing such Confidential Information.

Employee is advised that he/she will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of any Confidential Information or information in respect of the Company that constitutes a trade secret to which the Defend Trade Secrets Act (18 U.S.C. Section 1833(b)) applies that is made (i) in confidence to a federal, state or local governmental entity, either directly or indirectly, or to an attorney, in each case, solely for the purpose of reporting or investigating a suspected violation of law or (ii) in a complaint or other document filed in a lawsuit or proceeding, if such filings are made under seal.

e. *Cooperation.* Employee shall cooperate fully with the Company in any legal action, administrative proceeding, and/or government investigation relating to events that occurred during Employee's employment and about which Employee has personal knowledge. Employee also agrees to cooperate to the fullest extent possible with (i) any internal investigation conducted by or on behalf of the Company; (ii) the preparation of the Company's case or defense in any legal action, administrative proceeding, bid protest, or government investigation; and (iii) assisting the Company with transitioning any projects, solicitations, or other work in which Employee is or was

involved during Employee's employment, including identification of all files, contacts, and other work product necessary for business continuity. In particular, but without limitation, Employee agrees to make himself/herself available for meetings, interviews, depositions, and court appearances, as requested by the Company (without requiring a subpoena from the Company), and to otherwise assist the Company in connection with any such investigation or litigation. Employee also agrees to produce and/or provide the Company with any and all documents or information which may be in his/her possession, custody or control that may concern the subject matter of any pending or future investigation or litigation or identify the names of other persons with relevant information, all without a claim of privilege against the Company.

f. *Return of Company Property.* Employee agrees that he/she will return to the Company within four (4) business days from Separation Date, all originals and all copies of all files, books, manuals, records, lists, printouts, software and any other documents, materials and information of the Company, regardless of the form in which such documents or information are maintained or stored, as well as all property of the Company in his/her possession, including but not limited to all keys, identification badge, parking tag, credit cards, computer, computer peripheral devices and carrying case, remote access token, mobile phone, smartphone or similar device, and all other equipment of any kind. Employee further represent that if any information of the Company is stored on any computer or other digital or electronic device to which Employee uses or has access outside of the Company's devices, Employee will permanently remove that information and arrange with the Company to verify that such information has been permanently removed.

g. *Remedies for Breach of Restrictive Covenants.* Employee agrees that in the event he/she violates Section 7 of this Agreement, the Company will have no further obligation to pay or provide any unpaid Separation Benefits provided by this Agreement, and that Employee will immediately return to the Company all Separation Benefits previously paid under the terms of this Agreement, except for \$100 as consideration for the released claims in Section 5 of this Agreement. Provided, however, that nothing in this paragraph shall limit Company's right to pursue any additional remedies available at law or in equity, including but not limited to injunctive relief, for Employee's violation of any obligations under Section 7. Despite any breach by Employee, Employee's other obligations under this Agreement, including Employee's waivers and releases, will remain in full force and effect. Failure by either party to enforce any term of condition of this Agreement at any time shall not preclude that party from enforcing that provision, or any other provision, at a later time.

h. *Definitions.*

i. "Restricted Period" means the time period beginning on the date of Employee's execution of this Agreement and continuing through the six-month period immediately following the Employee's last day of employment with the Company.

ii. "Confidential Information" means all trade secrets and non-public information disclosed to Employee or known by Employee as a consequence of or through the unique position of Employee's employment with the Company (and its predecessors, and including information conceived, originated, discovered or developed by Employee in connection with Employee's employment by the Company or its predecessors) prior to or after the date hereof,

with respect to the Company's business or operations, and including proprietary or confidential information received by Company from third parties subject to an obligation on the Company's part to maintain the confidentiality of the information. Confidential Information includes, but is not limited to, information concerning the Company's financial condition, prospects, technology, customers (including but not limited to information about customer needs, performance history, and key contacts and personnel), suppliers, sources of leads, methods of doing business, employees (including but not limited to relative strengths, compensation, performance history, and skills), business development initiatives or plans, and this Agreement. Confidential Information does not include any of the items identified above which have become publicly known and made generally available to the public through no wrongful or unauthorized disclosure by Employee or others who were under confidentiality obligations with respect to the item or items involved.

iii. "Customer" means any agency, bureau, office, division and branch within any specific governmental department, administration or commission, or any other company, person or entity, for whose benefit Employee through the Company (whether as a prime contractor or subcontractor) has provided contract services or products within the past two (2) years from Employee's last day of employment with the Company. "Customer" also includes any specific governmental department, administration or commission or any other company, person or entity, to whom the Company has submitted a contract offer or bid within two (2) years prior to Employee's last day of employment with the Company, provided that Employee performed any work on, or learned any Confidential Information about, such contract offer or bid.

iv. "Same or Substantially Similar Services and Products" mean any services or products of any nature that are provided or have been provided or created by the Company for the benefit of a Customer, or services or products the Company has proposed to provide or create under any bid or offer to any Customer under a prime contract or subcontract and about which Employee has knowledge of or learned about during Employee's employment or otherwise. If Employee works in a capacity for the Company that does not involve Customer support, "Same or Substantially Similar Services and Products" shall mean the work Employee has regularly performed for the Company in the two (2) years prior to the termination of his/her employment, that involves the use or creation of Confidential Information, or pursuant to which Confidential Information has been disclosed to Employee.

iv. "Competitor" shall mean (i) any business or entity that engages in business of the type conducted by the Company as of the date of Employee's termination of employment with the Company; (ii) any business that is a contractor or subcontractor under any contract under which the Company is a contractor or subcontractor as of the date of Employee's termination of employment with the Company; or (iii) any entity that is, as of the date of Employee's termination of employment with the Company, competing for any contract (including any re-compete or follow-on procurement on which Company has bid or plans to bid).

v. Exclusions. This Section shall be deemed not breached solely as a result of Employee's practice of law or the ownership by Employee or any members of Employee's immediate family of: (A) less than an aggregate of 5% of any class of stock of a public company that is a Competitor; (B) less than 5% in value of any instrument of indebtedness of a public company that is a Competitor; or (C) a public company that engages, directly or indirectly, in any

competitive business if such competitive business accounts for less than 5% of such person's or entity's consolidated annual revenues. A "public company" for purposes of this Section shall mean an entity whose common stock is traded on a nationally recognized securities exchange.

8. Tax Treatment.

a. General Tax. Employee acknowledges that the Company has given Employee no tax advice as to the treatment of any payments made under this Agreement. Employee acknowledges and understands that any payments made will be reported to the United States Internal Revenue Service and other appropriate taxing agencies in accordance with all federal, state and local tax reporting requirements. Employee agrees to be responsible for Employee's share of any and all applicable taxes and withholdings and to indemnify and hold the Company harmless from any liability, taxes, fines, or penalties arising out of Employee's tax treatment of any future payments made under this Agreement.

9. Non-Admission of Liability. The Parties agree that this Agreement is not an admission of liability (under any statute or otherwise) by Employee, the Company, or any Released Parties, and that the Parties do not admit any violation of any legal rights, but that this Agreement is entered into solely in exchange for the terms described above.

10. Inadmissibility. This Agreement shall be inadmissible in any legal proceeding except one to enforce its terms. Additionally, neither this Agreement nor any act performed or document executed pursuant to, or in furtherance of, this Agreement: (i) is or may be deemed to be or may be used as an admission or evidence of the validity of any claim, or of any wrongdoing or liability of the Company; or (ii) is or may be deemed to be or may be used as an admission or evidence of any fault or omission of the Company in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Neither this Agreement nor anything in it, nor any part of the negotiations that occurred in connection with the creation of this Agreement, shall constitute evidence with respect to any issue or dispute in any pending or future lawsuit, legal proceeding, or administrative proceeding, except for legal proceedings concerning the implementation, interpretation, or enforcement of this Agreement.

11. Entire Agreement, Amendments and Waiver. This Agreement constitutes the entire agreement between the Company and Employee concerning its subject matter and it supersedes all prior oral and written agreements, arrangements, understandings, warranties, representations, and statements between the parties concerning its subject matter, which remain in full force and effect, unless specifically modified or superseded by this Agreement, and any prior restrictive covenant, non-disclosure agreement or confidentiality agreement that are still in full force and effect. This Agreement may be amended only by agreement of the parties set forth in writing.

12. Governing Law. This Agreement shall be governed by the internal law of the Commonwealth of Virginia without reference to its choice of law rules. Any action, suit or other legal action arising under or relating to any provision of this Agreement shall be commenced only in a court of the Commonwealth of Virginia (or, if appropriate, a federal court located within Virginia), and Employee and the Company each consent to the jurisdiction of such a court.

13. Jury Waiver. EMPLOYEE HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY CLAIMS ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE FACTS UNDERLYING THIS AGREEMENT, THE MAKING OF THIS AGREEMENT, OR THE ENFORCEMENT OF THIS AGREEMENT, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS OR OTHERWISE.

14. Miscellaneous.

a. At-Will Employment. By executing this Agreement, Employee acknowledges that his/her employment is and was an at-will relationship and that the Company did not make any prior promises relating to the length of Employee's employment with the Company.

b. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts will together constitute but one Agreement.

c. Notices. Any legal notices delivered under this Agreement shall be deemed duly delivered on the same day if hand-delivered or via email, or four business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, or one business day after it is sent for next-business day delivery via a reputable nationwide overnight courier service, in each case to the address of the recipient set forth at the beginning of this Agreement. Either party may change the address to which notices are to be delivered by giving notice of such change to the other party. All legal notices to the Company shall be addressed to the **General Counsel** of the Company at the following address: 4800 Westfields Boulevard, Suite 400, Chantilly, VA 20151.

d. Severability. The provisions, sections and paragraphs, and the specific terms set forth therein, of this Agreement are severable. If any provision, section or paragraph, or specific term contained therein, of this Agreement or the application thereof is determined by a court to be illegal, invalid, or unenforceable, that provision, section, paragraph, or term shall not be a part of this Agreement, and the legality, validity and enforceability of remaining provisions, sections and paragraphs, and all other terms therein, of this Agreement shall not be affected thereby.

15. Review and Revocation Rights. By signing below, in addition to releasing all Claims described herein, Employee acknowledges that:

a. Employee acknowledges that he/she has been given **45 calendar days** to review and consider the consequences of this Agreement and to obtain all of the advice Employee requires regarding the purpose and effect of the terms herein ("Review Period"). Employee also acknowledges that he/she was hereby advised in writing, and has been advised by the Company, to consult with an attorney regarding the contents and consequences of this Agreement prior to signing this Agreement. Employee further acknowledges that he/she has requested and received from the Company any information that he/she needs in order to make a knowing and voluntary release of all Claims. Employee understands and agrees that any changes to this Agreement, whether material or immaterial, do not restart the running of the Review Period.

b. To the extent Employee has chosen to sign this Agreement prior to the expiration of the **45-day period**, Employee hereby waives his/her right to the balance of such period of consideration and acknowledges and represents that said waiver of such period is knowing and voluntary and has not been induced by the Company.

c. Employee understands that he/she may revoke this Agreement within **seven (7) calendar days** from the date of signing, in which case this Agreement shall be null and void and of no force and effect and that this Agreement shall not become effective or enforceable until the revocation period has expired. Employee further understands and acknowledges that to be effective, the revocation must be **in writing** and either delivered via email or sent certified mail, return receipt requested by 5:00 p.m. on or before the seventh (7th) calendar day after Employee signs this Agreement to Carrie Dittman, Human Resources Director, 4 Jetway Court, Pueblo, CO 81001.

d. This Agreement shall become irrevocable automatically upon the expiration of the seven (7) calendar day revocation period if Employee does not revoke it in the aforesaid manner. In the event that Employee revokes the Agreement, or if for any other reason this Agreement is held to be unenforceable, all checks, instruments, funds, or other such payments received by Employee pursuant to the terms of this Agreement shall immediately be returned to the Company.

e. By signing this Agreement, Employee acknowledges that: (i) Employee has read this Agreement, is fully aware of and understands the terms of this Agreement and the legal effects of this Agreement; (ii) Employee has chosen to execute this Agreement freely, without reliance upon any promises or representations made by the Company other than those contained in this Agreement; and (iii) Employee knowingly and voluntarily entered into this Agreement and accepts the benefits described herein in exchange for the terms of this Agreement, without duress, coercion, fraud or undue influence.

(Signature Page Follows)

THIS AGREEMENT CONTAINS A GENERAL RELEASE OF CLAIMS. PLEASE READ CAREFULLY BEFORE SIGNING. EMPLOYEE HAS THE RIGHT TO CONSULT AN ATTORNEY BEFORE SIGNING THIS AGREEMENT.

MICKEY MOUSE

Dated: _____

By: _____

ON BEHALF OF COMPANY

Dated: _____

By: _____

Title: _____

SAMPLE