

SEVERANCE AGREEMENT

THIS AGREEMENT IS STRICTLY CONFIDENTIAL

This Severance Agreement ("Agreement") is made by and between _____ ("CO") and _____, ("Employee", and with CO, sometimes collectively referred to as the "Parties").

WHEREAS, CO and Employee desire to terminate their relationship amicably and have agreed to a full resolution of all matters relating to Employee's employment with and separation from CO.

NOW, THEREFORE, in consideration of the mutual promises and covenants established herein, the Parties agree as follows:

1. Payment. In consideration of and in full payment of all potential claims and causes of action Employee has, had, or may have against CO, CO agrees to pay to Employee a lump sum of _____ Dollars (\$_____). This amount includes all amounts that Employee claims are owed to Employee. CO disputes that any amounts are owed and CO is not admitting any unlawful or otherwise wrongful conduct or liability to Employee but, in exchange for the consideration set forth herein, shall pay Employee the amounts as provided above. All Parties agree that this payment is, for purposes of this Agreement, considered to be severance paid to Employee by CO in exchange for the releases that are provided herein. Accordingly, this payment shall be taxable and CO shall make the usual and customary withholdings for federal and state income tax, Social Security, and Medicare.

This payment shall be made as soon as reasonably possible following expiration of the rescission period described in paragraph 13 below. Employee agrees and understands that the payment described in this paragraph is the sole payment to be made by CO to Employee or to any of Employee's agents or representatives, and that CO will have no other liability or obligation to make other payments following Employee's execution of this Agreement, except as provided herein.

2. Employee's Release of Claims. As a material inducement for CO to enter into this Agreement and to make the payment described in paragraph 1 above, Employee, on behalf of Employee and Employee's heirs, successors, assigns and agents, hereby irrevocably and unconditionally releases, acquits, and forever discharges CO and each of its owners, stockholders, predecessors, successors, assigns, agents, clients, members, directors, officers, fiduciaries, representatives, attorneys, divisions, subsidiaries and affiliates (and agents, directors, officers, fiduciaries, representatives, and attorneys of such divisions, subsidiaries and affiliates), and all persons acting by, through, under, or in concert with any of them on their joint and several behalf (the "CO Releasees"), from any and all known and unknown liability, claims, demands, actions, causes of action, suits, grievances, debts, sums of money, controversies, agreements, promises, damages, back and front pay, costs, expenses, attorneys' fees, medical fees

or expenses and remedies of any type which Employee now has or hereafter may have by reason of any matter, cause, act or omission from Employee's first day of employment with CO up to the execution of this Agreement. The release shall include without limiting the generality of the foregoing, any and all claims, demands or actions for severance pay, claims for repayment of loans, return of property, conversion, breach of contract claims, promissory estoppels claims, wrongful discharge claims, tortuous interference with contract claims, negligent or intentional misrepresentations, defamation or damage to business or personal reputation, assault and battery, negligent or intentional infliction of emotional distress, fraud or fraud in the inducement, discrimination, retaliation, harassment, whistleblowing, breach of implied covenant of good faith, or claims under any of CO's policies or practices, or any claims under the Employment Retirement Income Security Act (ERISA), Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Fair Labor Standards Act, Family and Medical Leave Act (FMLA), and any other federal, state or local statute or regulation regarding employment, discrimination in employment, or the termination of employment, and the common law of any state, and any and all claims or other liability or damage of any nature whatsoever which have arisen or might have arisen from any acts, omissions, events, circumstances or conditions related to Employee's employment with CO or termination of said employment, including but not limited to, any claims for defamation, unemployment compensation, invasion of privacy, intentional or negligent infliction of emotional distress, or other personal injuries arising under statute or common law. CO similarly releases all potential claims it could have against Employee either known, unknown, or which it should know of through the date of execution of this Agreement.

By executing this document, Employee is not waiving any claims to challenge the validity of this Agreement, claims that may arise after the date on which Employee executes this Agreement, or any claims that Employee cannot waive by operation of law, including the right to file a charge with or participate in an investigation conducted by the Equal Employment Opportunity Commission, or other federal, state, or local regulatory or law enforcement agency. Employee nevertheless understands and agrees that, because of the release Employee executes herein, Employee cannot obtain any personal relief from CO Releasees in any such proceeding. Employee also acknowledges that the release Employee executes herein waives Employee's right to file a court action or to seek individual remedies in such action and further agrees that if any person, organization, or other entity should bring a claim against the CO Releasees involving any matter covered by this Agreement, Employee will not accept any personal relief in any such action. Nothing in this Agreement shall alter or affect Employee's vested rights in, or accrued amounts owed by any benefit plan or program currently in effect, to the extent Employee has any such vested rights or accrued amounts owed.

3. Unemployment Compensation. CO will not contest any application Employee has made or will make for unemployment benefits in connection with the separation of Employee's employment from CO.

4. Confidentiality. All facts and circumstances related to the facts and circumstances surrounding the existence of and the terms of this Agreement will be treated as confidential by the Parties and may only be disclosed by the Parties to their medical or mental health care provider(s), attorney(s), accountant(s), tax authorities, and any court or governmental agency when required by law to make such disclosure. If asked about the settlement, each party may reply that the dispute has been successfully resolved.

5. Non-Disparagement and Non-Retaliation. The Parties agree to refrain from retaliating against, defaming, disparaging, or besmirching one another. This includes all relationships, both personal and professional, with current or former staff, and with third parties with whom CO had business or with which CO is presently doing business.

6. Confidential Information and Trade Secrets. The Parties agree that certain materials including, but not limited to, information, data and other materials relating to customers, development programs, costs, marketing, trading, investment, sales activities, promotion credit and financial data, manufacturing processes, financial methods, plans or the business and affairs of CO and its Affiliates, constitute proprietary confidential information and trade secrets. Accordingly, Employee will not at any time disclose or use for the Employee's own benefit or purposes or the benefit or purposes of any person or organization any proprietary confidential information or trade secrets. Employee further agrees that Employee will not retain or use at any time any trade names, trademark or other proprietary business designation used or owned in connection with the business of CO or any of its Affiliates.

7. Waiver of Costs and Fees. With the sole exception of the payment described in paragraph 1 above, Employee hereby waives and gives up any and all rights to demand payment of costs and/or attorney's fees pursuant to state or federal law, regulation or order or as may be available pursuant to the common law of the State of Minnesota or any other state.

8. Governing Law and Venue. This Agreement will be construed and interpreted in accordance with the substantive and procedural laws of the State of Minnesota and federal law (where appropriate), and any dispute arising hereunder shall be venued in the courts of the State of Minnesota, County of _____, which shall have exclusive jurisdiction of any such dispute. Employee consents to the personal jurisdiction of the State courts of Minnesota.

9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. The Parties affirmatively state that they have not been given any promises, representations, or inducements to enter into this Agreement, other than those specifically contained in the Agreement itself.

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

11. Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, the offending provision may be amended to the

extent necessary to conform to applicable law, or, if it cannot be so amended without materially altering the intention of the Parties, it shall be severed herefrom. In either event, the remainder of the Agreement shall continue in full force and effect.

12. Other Actions. Employee represents that Employee has not filed any complaints or charges against CO with any court, or with any other local, state, or federal agency and that Employee will not do so any time after the date of this Agreement. Further, Employee hereby represents and warrants that Employee has not previously assigned nor purported to assign or transfer to any person or entity any of the claims or causes of action herein released.

13. Consideration Period. Employee warrants that Employee's signing of this Agreement is voluntary and executed only after Employee has read and fully understood the terms of this Agreement. Employee further acknowledges that Employee has been given a period of seven (7) calendar days from DATE, the day on which Employee receives this Agreement, to consider and sign this Agreement. Thereafter, unless this Agreement is accepted within this seven-day period, the terms offered in this Agreement will be withdrawn in their entirety. Employee is encouraged to seek legal counsel prior to executing this Agreement.

Employee understands that Employee has fifteen (15) calendar days after signing the Agreement to rescind it as to claims under the Minnesota Human Rights Act, Minn. Stat. Ch. 363. To be effective, Employee's rescission must be in writing and delivered to:

CONTACT NAME
ADDRESS
ADDRESS

within the fifteen-day period. If a notice of such rescission is delivered by mail, it must be: (1) postmarked within the fifteen-day period; (2) properly addressed as set forth above; and (3) sent by certified mail return receipt requested. Employee understands that CO will have no obligations under this Agreement in the event any such notice of rescission is timely delivered, that any separation payment(s) made or benefits provided to Employee by CO prior to the date of rescission pursuant to this Agreement, if any, must then be repaid by Employee to CO immediately and without condition, and that Employee will then receive no severance payment(s) under this Agreement.

14. Declaration of Understanding. The Parties hereto declare that they have had the opportunity to review the terms of this Agreement with counsel of their choice, that the terms of this Agreement are fully understood, that they voluntarily accept those terms for the purpose of making a full and final compromise of all disputes between the Parties.

15. Reemployment or Future Association. Employee hereby agrees that Employee shall not seek reinstatement or apply for future employment with CO or any of its affiliates and subsidiaries; and should Employee apply for reinstatement or re-employment in violation of this paragraph 15, then neither CO nor any of its affiliates and subsidiaries shall incur any liability by virtue of its or their refusal to hire Employee or consider Employee for employment.

16. Successors and Assigns. This Agreement shall bind and inure to the benefit of and be enforceable by Employee, CO and their respective heirs, executors, personal representatives, successors and assigns, except that neither party may assign any rights or delegate any obligations hereunder without the prior written consent of the other party. Employee hereby consents to the assignment by CO of all of its rights and obligations hereunder to any successor to CO by merger or consolidation or purchase of all or substantially all of CO's, provided such transferee or successor assumes the liabilities of CO hereunder.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed on the date and year indicated below.

Employee

Date

Company

Date