

# MUTUAL TERMINATION AGREEMENT

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This Mutual Termination Agreement (this "**Termination Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Termination Date**") by and between:

[PARTY A LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [PARTY A ADDRESS] ("Party A"); and

[PARTY B LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [PARTY B ADDRESS] ("Party B").

Party A and Party B are each a "**Party**" and together the "**Parties**."

**Recitals.** The Parties are parties to that certain [NAME OF AGREEMENT BEING TERMINATED] dated [DATE], as amended (the "**Terminated Agreement**"). The Parties have mutually decided to bring the Terminated Agreement to an orderly end and to settle their respective rights and obligations under it on the terms set out below. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Termination of the Agreement

**1.1 Mutual termination.** The Parties mutually agree that the Terminated Agreement is terminated in its entirety, effective as of the Termination Date.

**1.2 Effect of termination.** As of the Termination Date, except as expressly preserved in this Termination Agreement, the Terminated Agreement is of no further force or effect, and neither Party has any further rights, duties, or obligations under it.

**1.3 No further performance.** Neither Party is obligated to render any further performance under the Terminated Agreement after the Termination Date, except as expressly provided in Section 2 (Wind-Down) and Section 3 (Final Settlement).

## 2. Wind-Down Obligations

**2.1 Transition.** Each Party will cooperate in good faith to wind down the relationship in an orderly manner, including ceasing use of the other Party's materials and systems as appropriate.

**2.2 Return of property and materials.** Within [NUMBER, e.g. 10] days after the Termination Date, each Party will return or, at the other Party's written direction, destroy all property, equipment, documents, and materials belonging to the other Party that are in its possession or control, and will certify destruction on request.

**2.3 Confidential information.** Each Party will continue to protect the other Party's confidential information in accordance with the confidentiality obligations of the Terminated Agreement, which survive as provided in Section 5.2, and will return or destroy such information on request.

**2.4 Transition deliverables.** The Parties will exchange the following transition items, if any: **[LIST, e.g. final work product, data exports, account credentials, OR STATE "None"]**.

### 3. Final Settlement of Accounts

**3.1 Final amounts.** The Parties agree that the following amounts are owed and will be paid in final settlement of all obligations under the Terminated Agreement: **[DESCRIBE FINAL PAYMENT(S), AMOUNT(S), PAYER, AND DUE DATE(S), OR STATE "No further amounts are owed by either Party."]**.

**3.2 Payment terms.** Any amount owed under Section 3.1 will be paid within **[NUMBER]** days of the Termination Date by **[PAYMENT METHOD]**.

**3.3 No further charges.** Except for the amounts in Section 3.1, neither Party will invoice or charge the other for any matter arising under the Terminated Agreement, and each Party waives any right to do so.

**3.4 Accrued obligations.** Nothing in this Termination Agreement relieves either Party of any payment or other obligation that accrued under the Terminated Agreement before the Termination Date, except to the extent expressly settled in this Section 3.

### 4. Mutual Release

**4.1 Release.** Effective on payment of all amounts due under Section 3, and subject to Section 4.3, each Party, on behalf of itself and its affiliates, successors, and assigns, releases and forever discharges the other Party and its affiliates, officers, directors, employees, and agents from all claims, demands, liabilities, and causes of action, whether known or unknown, arising out of or relating to the Terminated Agreement.

**4.2 Unknown claims.** Each Party understands that it may later discover claims or facts in addition to or different from those it now knows or believes, and it intends the release in Section 4.1 to cover such claims to the fullest extent permitted by law. **[If the governing law is California or a state with a similar statute, counsel may add an express waiver of the relevant unknown-claims statute; do not insert a statute number you have not confirmed.]**

**4.3 Exclusions from release.** The release in Section 4.1 does not apply to: (a) the obligations created by this Termination Agreement; (b) any amount owed under Section 3; (c) any claim arising from fraud or willful misconduct; or (d) any obligation that expressly survives under Section 5.2.

### 5. Survival and No Admission

**5.1 No admission.** This Termination Agreement is a compromise of disputed and undisputed matters. Nothing in it is an admission of liability, fault, or wrongdoing by either Party.

**5.2 Surviving provisions.** The following provisions of the Terminated Agreement survive termination in accordance with their terms: **[LIST, e.g. confidentiality, intellectual property, indemnification, limitation of liability, and dispute resolution]**, together with any provision that by its nature should survive.

**5.3 Continuing obligations.** Sections 2, 3, 4, and 6 of this Termination Agreement survive the Termination Date.

### 6. Representations and Warranties

**6.1 Authority.** Each Party represents and warrants that it has full power and authority to enter into this Termination Agreement and that the person signing on its behalf is duly authorized to do so.

**6.2 No assignment of claims.** Each Party represents that it has not assigned or transferred to any third party any claim released under Section 4.

6.3 **No reliance.** Each Party represents that it enters into this Termination Agreement voluntarily, after the opportunity to consult counsel, and not in reliance on any representation not expressly set out here.

7. General Provisions

7.1 **Governing law and venue.** This Termination Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, and the Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

7.2 **Assignment.** This Termination Agreement binds and benefits the Parties and their respective successors and permitted assigns.

7.3 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

7.4 **Entire agreement; amendment.** This Termination Agreement is the entire agreement of the Parties on its subject and supersedes prior discussions on that subject. It may be amended only by a writing signed by both Parties.

7.5 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

7.6 **Counterparts and electronic signature.** This Termination Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

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

PARTY A	PARTY B
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE]
Date: _____	Date: _____

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