



**Fitesa Simpsonville**  
840 SE Main Street.  
Simpsonville, SC 29681

864-967-5646 (Human Resources)

Date: 8/5/19

To: Fred Webberking  
110 Manassas Drive  
Simpsonville SC 29681

From: Matthew Lewis

Dear Fred,

Your employment with Fitesa is being terminated effective 8/5/19 based on your position elimination.

As your employment with Fitesa ends, we would like to provide you with the information you will need during your transition. Regarding health benefits, life insurance, disability coverage, vacation, and 401k, please see the points below. Additionally, please be reminded of your continued obligation to comply with the terms set forth in the Confidentiality Agreement.

- **HEALTH, DENTAL AND VISION INSURANCE**

Your Medical, Prescription, Dental and / or Vision Insurance will end on your last day worked. Federal law (COBRA) provides that you may choose to continue your health, dental and vision coverage for a period of 18 months, from your last day worked. You will receive information from SHDR regarding continuation of your medical, dental and vision insurance through COBRA. This will be mailed to your home address.

- **LIFE INSURANCE**

Your Life Insurance will end on your last day worked. You may apply for conversion to an individual policy during this time. The conversion cost will be based on your age and the amount of insurance you wish to convert. If you would like information about converting your Life Insurance, please contact Mutual of Omaha at 1-800-877-5176.

- **FLEXIBLE BENEFIT PLAN**

If you are currently enrolled in the Flexible Spending Plan, you are eligible to continue participation in the Dependent Care and Medical Expense Reimbursement Plans through COBRA for the remainder of the calendar year.

- **SHORT and LONG TERM DISABILITY**

Your Short-Term and Long-Term Disability insurance will end on your last day worked.

- **ACCIDENTAL DEATH AND DISMEMBERMENT**

Your Accidental Death and Dismemberment coverage will end on your last day worked.

- **FITESA 401K PLAN**

If you are a participant in the 401(k) Plan, your contributions will end after your final paycheck. If your balance is less than \$1,000, a distribution must be made at this time. You should contact Wells Fargo for Rollover and/or Distribution information at **1-800-728-3123** or [www.wellsfargo.com](http://www.wellsfargo.com) .

- **DIRECT DEPOSIT**

You will receive your final *regular* paycheck for W/E 8/10/19 via Direct Deposit on **August 16, 2019**. You will be paid through your last day worked.

- **ADP**

Your access to ADP will remain available. Please update any address changes in the system throughout the balance of the year to ensure benefits information is received, and by January to ensure receipt of tax documents (W-2). The US Postal Service will not forward W-2's, therefore it is your responsibility to guarantee that employers have accurate mailing information on file.

We wish you well on your future endeavors and thank you for your service at Fitesa. If you have questions regarding any of the information in this letter, please contact me at 864-967-5605 or [matthew.lewis@fitesa.com](mailto:matthew.lewis@fitesa.com) .

Regards,

*Matthew Lewis*

Matthew Lewis  
HR Director  
Fitesa

## AGREEMENT AND GENERAL RELEASE

This Agreement and General Release (this "Agreement") is made and entered into by and between, Fitesa Simpsonville, Inc., a Delaware corporation, its affiliates, subsidiaries, divisions, predecessors (including but not limited to Fiberweb Simpsonville, Inc. and Fiberweb Inc.), successors and assigns (the "Employer"), and Fred Webberking, an individual ("Employee").

1. **Last Day of Employment.** Employee's Last Day of Employment with Employer is August 5, 2019.
2. **This Agreement Furnished to Employee:** Employee was furnished with this Agreement on August 5, 2019 and was advised that he had 21 days, from August 5, 2019, to consider the terms offered.
3. **Desire to Resolve Any Potential Claims or Disputes:** Employee and Employer desire to resolve amicably any and all potential claims, disputes and other matters between them based upon, arising from, or relating to Employee's employment relationship with the Employer and the elimination of the Employee's position.
4. **Separation From Employment:** Employee acknowledges and agrees that his employment relationship with Employer will be permanently and irrevocably severed as of August 5, 2019, and that Employer has no obligation, contractual or otherwise, to hire, rehire, or reemploy Employee in the future. On the next regularly scheduled pay day following August 5, 2019, after Employee executes the Agreement, Employee will receive his final paycheck reflecting wages owed through August 5, 2019. Employee's medical/dental coverage will end on August 5, 2019. Employee will be provided with information explaining his right to continue medical/dental coverage under COBRA after August 5, 2019.
5. **Consideration.** In full consideration of Employee signing and returning this Agreement to the Employer by the close of business on 21 days after notification, and after the seven (7) day revocation period provided in this Agreement, and compliance with the promises made herein, Employer agrees that it will pay Employee a lump sum in the amount of \$ \_\_\_\_\_ (equivalent of 4 weeks' salary + 50% discretionary 2018 payout) less normal and appropriate withholdings. This amount will be paid on the first regularly scheduled pay period following the eighth day following Employee's execution of this agreement. Employee expressly acknowledges and agrees that his receipt of the above payment is contingent upon signing this Agreement and it becoming effective following the seven (7) day revocation period provided for in this Agreement.
6. **No Consideration Absent Execution of this Agreement.** Employee understands and agrees that he would not receive the monies and/or benefits

specified in paragraph "5" above, except for his execution of this Agreement and General Release and the fulfillment of the promises contained herein.

7. **General Release of Claims.**

Employee knowingly and voluntarily releases and forever discharges Employer, its parent corporation, affiliates, subsidiaries, divisions, predecessors, successors and assigns (including, but not limited to, Fiberweb Simpsonville, Inc. and Fiberweb Inc.), and the current and former employees, officers, directors and agents thereof (collectively referred to throughout the remainder of this Agreement as "Employer"), of and from any and all claims, known and unknown, Employee has or may have against Employer as of the date of execution of this Agreement and General Release, including, but not limited to, any alleged violation of:

- Title VII of the Civil Rights Act of 1964, as amended;
- The Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- The Employee Retirement Income Security Act of 1974, as amended;
- The Immigration Reform and Control Act, as amended;
- The Americans with Disabilities Act of 1990, as amended;
- The Family and Medical Leave Act of 1993, as amended;
- The Age Discrimination in Employment Act of 1967, as amended;
- The Workers Adjustment and Retraining Notification Act, as amended;
- The Occupational Safety and Health Act, as amended;
- The Sarbanes-Oxley Act of 2002;
- The South Carolina Human Affairs Act;
- The South Carolina Payment of Wages Act;
- The South Carolina Handicapped Accessibility Act;
- The South Carolina Occupational Safety and Health Act;
- The South Carolina Employment Security Act, not including any claims by Employee for unemployment benefits; and/or
- Any claim in common law including, but not limited, to claims for breach of contract, unpaid wages, wrongful or constructive discharge, intentional or negligent infliction of emotional distress.

8. **Affirmations.** Employee affirms that he has not filed, caused to be filed, or presently is a party to any claim, complaint, or action against Employer in any forum or form. Employee further affirms that he has been paid and/or has received all leave (paid or unpaid), compensation, wages, bonuses, commissions, and/or benefits to which he may be entitled and that no other leave (paid or unpaid), compensation, wages and/or benefits are due to him, except as provided in this Agreement and General Release. Employee furthermore affirms that he has no known workplace injuries or occupational diseases and has been provided and/or has not been denied any leave requested under the Family and Medical Leave Act. Employee further represents and

warrants that he knows of no facts and has no reason to believe that Employee's rights under the Fair Labor Standards Act have been violated.

9. **Non-Disparagement.** Employee agrees not to defame, disparage or demean Employer in any manner whatsoever.
10. **Confidentiality.** Employee agrees not to disclose any information regarding the existence or substance of this Agreement and General Release, except to his spouse, tax advisor, and attorney.
11. **Restrictive Covenants.**
  - (a) **Confidential Information/Competitive Business.** Employee agrees that during the course of employment with Employer, Employee has come into contact with and had access to various forms of Confidential Information and Trade Secrets, which are the property of Employer. This information relates to Employer, its customers and its employees. Such Confidential Information and Trade Secrets include, but are not limited to: (i) information with respect to costs, commissions, fees, profits, sales, markets, products and product formulae, mailing lists, strategies and plans for future business, new business, product or other development, new and innovative product ideas, potential acquisitions or divestitures, and new marketing ideas; (ii) product formulations, methods, procedures, devices, machines, equipment, data processing programs, software computer models, research projects, and other means used by Employer in the conduct of its business; (iii) the identity of Employer's customers, their names and addresses, the names of representatives of Employer's customers responsible for entering into contracts with Employer, the amounts paid by such customers to Employer, specific customer needs and requirements, and leads and referrals to prospective customers; and (iv) the identity and number of Employer's employees, their salaries, bonuses, benefits, qualifications and abilities; all of which information Employee acknowledges and agrees is not generally known or available to the general public, but has been developed, compiled or acquired by Employer at its great effort and expense. Confidential Information and Trade Secrets can be in any form: oral, written or machine readable, including electronic files.

Employee acknowledges and agrees that Employer is engaged in a highly competitive business and that its competitive position depends upon its ability to maintain the confidentiality of the Confidential Information and Trade Secrets and any use of Confidential Information and Trade Secrets which were developed, compiled and acquired by Employer over a considerable period of time and at its great effort and expense. Employee further acknowledges and agrees that any disclosure, divulging, revelation or use of any of the Confidential Information and Trade Secrets, other than

in connection with Employer's business or as specifically authorized by Employer, will be highly detrimental to Employer, and that serious loss of business and pecuniary damage may result there from.

- (b) **Non-Disclosure of Confidential Information.** Accordingly, Employee agrees that Employee will not, for so long as the pertinent information or documentation remains confidential, directly or indirectly use, disclose or disseminate to any other person, organization or entity or otherwise use any of Employer's Confidential Information and Trade Secrets.
- (c) **Covenant Not to Solicit/Interfere.** In consideration of the payment provided in accordance with this Agreement, Employee covenants and agrees that for a period commencing on his Last Day of Employment and ending twelve (12) months thereafter, Employee will not:
  - (i) induce or attempt to induce any person who has been an employee of the Company in the prior twelve (12) months to leave the Company's employment, (ii) in any way interfere with the relationship between the Company and any of its employees, (iii) employ, or otherwise engage as an employee, independent contractor or otherwise, any employee of the Company, or (iv) induce or attempt to induce any customer, supplier, licensee or business relation of the Company to cease doing business with the Company, or in any way interfere with the relationship between any client, supplier, licensee or business relation of the Company; or
  - (ii) solicit the business of any Person known to Employee to be a customer of the Company, if Employee had personal and material contact with such person or company, or had access to Confidential Information regarding such Person, with respect to products or activities which compete with the products or activities of the Company;
  - (iii) nothing set forth in this Paragraph shall prohibit Employee from owning not in excess of 1% in the aggregate of any class of capital stock of any corporation if such stock is publicly traded and listed on any national or regional stock exchange or reported on the NASDAQ Stock Market.
  - (iv) As used herein, the term "Person" shall mean an individual, partnership, company, limited liability company, association, trust, unincorporated organization, or a government or agency or political subdivision thereof.
- (d) **Return of Material.** Employee further agrees to deliver to Employer, by no later than Employee's last day of employment, the original and any and

all copies in any and all forms of: (i) any and all documents, files, notes, memoranda, databases, computer files and/or other computer programs reflecting any Confidential Information and Trade Secrets whatsoever, or otherwise relating to Employer's business; (ii) lists of Employer's customers or leads or referrals to prospective customers; and (iii) any computer equipment, home office equipment, automobile, cell phone, pager, credit card or other business equipment belonging to Employer which Employee may then possess or have under his control.

12. **Enforcement of Covenants**

- (a) **Right to Injunction.** Employee acknowledges and agrees that compliance with the covenants set forth in this Agreement is necessary to protect the business and goodwill of Employer and any breach of the covenants set forth in Section 11 above will cause irreparable damage to Employer with respect to which Employer's remedy at law for damages will be inadequate. Therefore, in the event of breach or anticipatory breach of the covenants set forth in this Section by Employee, Employee and Employer agree that Employer shall be entitled to the following particular forms of relief, in addition to any remedies otherwise available to it at law or equity: (i) injunctions, both preliminary and permanent, enjoining or retraining such breach or anticipatory breach and Employee hereby consents to the issuance thereof forthwith and without bond by any court of competent jurisdiction; and (ii) recovery of all reasonable sums expended and costs, including reasonable attorney's fees, incurred by Employer to enforce the covenants set forth in Section 11.
- (b) **Severability of Covenants.** The covenants contained in Section 11 above constitute a series of separate covenants, one for each applicable State in the United States and the District of Columbia, and one for each applicable foreign country. If in any judicial proceeding, a court shall hold that any of the covenants set forth in Section 11 is not permitted by applicable laws, Employee and Employer agree that such provisions shall and are hereby reformed to the maximum time, geographic, or occupational limitations permitted by such laws. Further, in the event a court shall hold unenforceable any of the separate covenants deemed included herein, then such unenforceable covenant or covenants shall be deemed eliminated from the provisions of this Agreement for the purpose of such proceeding to the extent necessary to permit the remaining separate covenants to be enforced in such proceeding. Employee and Employer further agree that the covenants in Section 11 shall each be construed as a separate agreement independent of any other provisions of this Agreement, and the existence of any claim or cause of action by Employee against Employer whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Employer of any of the covenants set forth in Section 11.

13. **Governing Law and Interpretation.** This Agreement and General Release shall be governed and conformed in accordance with the laws of the state of South Carolina without regard to its conflict of laws provision. In the event the Employee breaches any provision of this Agreement and General Release, Employee and Employer affirm that either may institute an action to specifically enforce any term or terms of this Agreement and General Release. Should any provision of this Agreement and General Release be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement and General Release in full force and effect.
14. **Non-admission of Wrongdoing.** The parties agree that neither this Agreement and General Release nor the furnishing of the consideration for this Agreement and General Release shall be deemed or construed at anytime for any purpose as an admission by either party of any liability or unlawful conduct of any kind.
15. **Amendment.** This Agreement and General Release may not be modified, altered or changed except upon express written consent of both parties wherein specific reference is made to this Agreement and General Release.
16. **Entire Agreement.** This Agreement and General Release sets forth the entire agreement between the parties hereto, and fully supersedes any prior obligations of the Employer to the Employee. Employee acknowledges that he has not relied on any representations, promises, or agreements of any kind made to him in connection with his decision to accept this Agreement and General Release, except for those set forth in this Agreement and General Release.
17. **Waiting/Revocation Period.** Employee acknowledges that: (a) he has had at least seven (7) days to consider this Agreement; (b) he has read and understands the terms of this Agreement and its effect; (c) he has been advised to and has had the opportunity consult with an attorney prior to executing this Agreement; (d) he has signed this Agreement voluntarily and knowingly in exchange for the consideration described herein, which Employee acknowledges as adequate and more than Employee is otherwise entitled to; (e) this Agreement will become effective seven (7) days after its signature by Employee and will not be enforceable or effective by Employer until after that seven (7) day period has expired; (f) within seven (7) days of signature, Employee may revoke this Agreement by providing written notice of revocation properly addressed to:

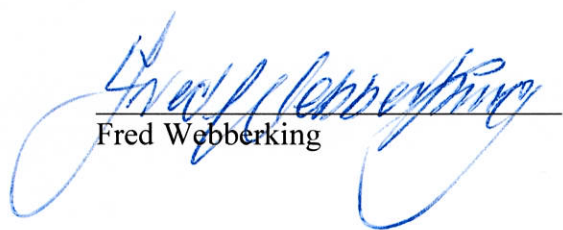
Fitesa Simpsonville, Inc.  
840 S.E. Main Street  
Simpsonville, South Carolina 29681

and sent by certified mail, return receipt requested; and (g) no attempted revocation after the expiration of the seven (7) day period shall have any effect on the terms of the Agreement.




Employee understands that he shall not receive any payment or other consideration under this Agreement if he revokes the Agreement, and in any event, Employee shall not receive any payment or consideration until after the seven (7) day Revocation Period has expired.

IN WITNESS WHEREOF, the parties hereto knowingly and voluntarily executed this Agreement and General Release as of the date set forth below:

  
Fred Webberking

Fitesa Simpsonville, Inc.

By:   
Name: Margaret Lewis  
Title: HR Director

Date: 8/26/2019

Date: 8/6/19