

ITEM TWO: GENERAL PROVISIONS

A. Mr. Dawson agrees that neither he, nor anyone acting on his behalf, will disclose the terms of this Agreement to any person or entity except as may be required by law. This prohibition does not prevent him from disclosing the agreement to a legal, financial, or similar advisor, provided that, in making such disclosure, he agrees to notify the third party of this confidentiality clause and obtain the third party's agreement to be bound by same. Any publication/disclosure by any third party to whom Mr. Dawson has disclosed any item(s) of this agreement shall be deemed disclosure by Mr. Dawson.

The County agrees that it will not, except with prior written consent of Mr. Dawson or as required by law or legal process, divulge or disclose any confidential, non-public document or information concerning matters of a personal nature. This provision does not purport to supplant the South Carolina Freedom of Information Act, but merely reinforces the relevant exemptions for, among other things, information of a personal nature where the public disclosure thereof would constitute an unreasonable invasion of personal privacy.

B. Mr. Dawson agrees that the sums referenced in this Agreement are being paid in hand as provided above, and the payments herein will be paid in the ordinary course of payments made, subject to Mr. Dawson's instructions as to distribution as permitted by applicable state and federal law.

C. The parties agree that this document incorporates all oral understandings and negotiations between Mr. Dawson and the County, and that it is the entire agreement between them, and it shall supplement and modify all prior or current written and oral agreements, if any, between Mr. Dawson and the County, including the Employment Contract.

D. If, for any reason, any part of this Agreement is invalidated by a court of competent jurisdiction, the remaining portions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has initialed each of the preceding pages and has executed this Agreement on the date shown below.

JOSEPH DAWSON, III

By: Joseph Dawson III
Date: 12/7/2020

WITNESS/ATTEST

1) Christy E. Blevins
2) Janna M. [Signature]

CHARLESTON COUNTY

By: William P. [Signature]
County Administrator
Date: 12-9-2020

WITNESS/ATTEST

1) Krisalburg
2) [Signature]