EMPLOYMENT AGREEMENT

(NON-EXEMPT EMPLOYEE)

This **Employment Agreement** (the “Agreement”), dated this \_\_ day of \_\_\_\_, 2012, is between **SYNERGY SETTLEMENT SERVICES, INC.,** a Florida corporation (the “Company”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ an individual residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“Employee”).

**W I T N E S S E T H:**

**WHEREAS,** theCompany and its Affiliates, which include but are not limited to \_\_\_\_\_\_\_\_\_\_\_\_\_, are in the business of providing settlement services throughout the United States of America, including without limitation structured settlements, healthcare lien resolution, Medicare set aside services, settlement asset management services, pooled trust services and other similar products and services (hereinafter collectively referred to as the “Business”);

**WHEREAS,** based on Employee’s competence, expertise and experience, the Company desires to employ Employee on the terms and conditions set forth in this Agreement to perform any and all services and duties assigned to Employee in connection with the Business (hereinafter as the “Services”). Employee warrants and represents that Employee is qualified to perform the Services and otherwise possesses the expertise and experience to fully and competently perform the Services; and

**WHEREAS,** the parties hereby recognize and acknowledge that the Company has a legitimate business interest in the preservation of its goodwill, know-how, trade secrets, and other valuable proprietary business information, as well as in the Company’s existing and potential client relations, and the parties hereto agree to recognize and protect these interests by entering into certain restrictive covenants and agreements.

**NOW, THEREFORE**,in consideration of the parties’ mutual promises and covenants contained herein, of the benefits accruing to the parties hereto, and of other good or valuable consideration, including the employment or the continued employment with the Company, and the receipt, validity and sufficiency all of which the parties hereby acknowledge, Employee and the Company hereby agree to be legally bound to the terms set forth in this Agreement.

1. Recitals and Employment.All of the Recitals set forth above are incorporated herein by reference and specifically made a part of this Agreement as fully as if set forth herein verbatim. The Company hereby employs the Employee on an at-will basis, and the Employee hereby accepts such at-will employment with the Company, and Employee agrees to perform the Services for the sole and exclusive benefit of Synergy in accordance with the terms of this Agreement. Employee agrees to perform the duties set forth in the Employee’s job description and such other duties as may be assigned from time to time by the Company during the term of Employee’s employment with the Company.
2. Performance of Employee’s Duties. The Employee agrees to devote Employee’s time, to the faithful performance of the Services to the best of Employee’s ability, experience and talent to the reasonable satisfaction of the Company. Employee shall at all times act in a businesslike and professional manner and shall comply with good business and ethical practices. The Company shall have the authority to establish from time to time the policies, procedures and practices which have general application to the Company’s employees and which are also to be followed by Employee. The Company reserves the right to unilaterally change, without notice, any policies and procedures and practices, as well as any Company benefit programs. Employee agrees to comply with the policies and procedures of the Company, as adopted from time to time, so long as they are reasonable and do not violate the law.
3. Term of Employment. Subject to earlier termination as provided in Section 8, the initial term of employment shall be for a period of one (1) year, commencing on the effective date of this Agreement (the “Term of Employment”), which Term of Employment shall automatically renew for successive one (1) year periods thereafter. Any successive periods of employment are also referred to herein as the Term of Employment and are subject to early termination as provided in Section 8 of this Agreement.
4. Annual Current Compensation. The Company agrees to pay Employee and Employee agrees to accept from the Company, in payment for all of Employee's services hereunder, compensation in an amount to be determined by the Company, in its sole and exclusive discretion ("Salary") and payable, as earned, and otherwise in accordance with the Company's normal pay practices as may be altered from time to time by the Company, and subject to standard payroll deductions. Employee is currently classified in a salaried non-exempt position and is paid a salary for all hours worked, except that Employee is eligible for overtime for all hours worked over 40 hours per work week in the Company's established seven (7) day work week. Employee agrees to accurately record and report all hours worked so overtime can properly be paid. Any changes in Employee's Salary or any other additional compensation paid shall be at the sole discretion of the Company.
5. Section 280G of the Internal Revenue Code. Notwithstanding any provision of this Agreement to the contrary, the Company shall not pay any benefit under this Agreement to the extent the benefit would create an excise tax under the parachute rules of Section 280G of the Internal Revenue Code.
6. Other Benefits. The Company may provide Employee with such fringe benefits as are available to other employees of the Company in similar positions.
7. Vacation/Personal Time/Holidays. Employee shall be eligible for the vacation, sick leave and personal leave as set forth in the Company’s Employee Manual, which may be changed from time to time.
8. Termination of Employment By Either Party Without Cause. During any Term of Employment, either Employee or the Company may voluntarily elect to terminate the employment of Employee under this Agreement at any time, provided that the party electing to terminate must deliver to the other party written notice of such intention to terminate not less than **ten (10) business days** prior to the date upon which termination is desired. Unless the Company agrees in writing, Employee is not permitted to use or take any paid time off (vacation or sick) in lieu of working out the notice period. Notwithstanding the prior sentence, regardless of which party initiated the termination, the Company, upon notice to Employee, shall have the option to accelerate the time Employee’s services to the Company shall cease. Employee will be paid for all hours worked from the last payroll period through the last date Employee provides services for the Company. Employee shall vacate the offices of the Company on or before such effective date of termination at the option of the Company.

Nothing in this paragraph limits the Company from any available remedies resulting from any improper or illegal act of Employee, and the parties agree that the Company may seek damages, injunction or such other remedy as it may deem appropriate under the circumstances.

1. Death of Employee and Salary. If Employee dies during the Term of Employment, this Agreement shall terminate and the Company shall pay to Employee’s estate the Salary, including any overtime, which has been earned by the Employee for work performed prior to Employee’s death. Such payment shall be made within thirty (30) days of proper written notice to the Company of the appointment of the Personal Representative of Employee’s estate.
2. Limitations on Other Employment. As long as Employee is an employee of the Company, Employee shall not enter into the services of or be employed in any capacity or for any purposes whatsoever, whether directly or indirectly, by any person, firm, employer or entity other than the Company or its Affiliates without the written consent of the Company’s Chief Executive Officer, and will not, without the written consent of the Company’s Chief Executive Officer, during said period of time, be engaged in any business, enterprise or undertaking other than employment by the Company or its Affiliates. Employee acknowledges and agrees that Employee is under no obligation to any former employer which is in any way inconsistent with this Agreement or which imposes any restriction on behalf of the Company or any of its Affiliates, and will not assume or create any obligation inconsistent with or which imposes any restriction upon Employee’s ability to perform Employee’s obligations hereunder. Employee also acknowledges that Employee has been instructed that during the Term of Employment, Employee is not to bring to the Company or to any of its Affiliates, use, or divulge to the Company, or to any of its Affiliates, its employees or its consultants, and is not to use, in the performance of Employee’s duties and responsibilities for or for the benefit of the Company, any materials or documents of a former employer known to the Employee to be the confidential or proprietary information or material of any such former employer, regardless of whether the Employee was acting as an employee, consultant, or agent of such former employer.
3. Noncompetition and Non-solicitation.

# Each of the covenants and restrictions contained in this Section 11, including all subsections, are and shall be construed as a series of separate and independent covenants (hereinafter referred to as “Separate Covenants”). Each of the Separate Covenants shall be severable, and if at any time a court of competent jurisdiction determines that any of the Separate Covenants are invalid or unenforceable, the parties agree that the remaining Separate Covenant or Covenants shall continue in full force and effect. The Parties agree and acknowledge that the covenants and restrictions set forth in this Section 11, including all subsections, are not contrary to public policy and are neither overbroad, nor overlong and are otherwise reasonably necessary to support and protect the Company’s legitimate business interests, including without limitation, protecting customer, client, vendor and supplier lists, contacts and relations, protecting customer, client, vendor and supplier good will, Confidential Information, Trade Secrets, customer, client, vendor and supplier contracts, advantageous business relationships, specialized training that Employee receives, and preventing the solicitation of existing and prospective customers, clients, and current employees.

a. Non-solicitation of Employees and Independent Contractors. Employee agrees that Employee will not at any time during any Term of Employment, and for a period of two (2) years following the date of the termination or expiration of Employee’s employment relationship with the Company (the “Termination Date”), whether voluntarily or involuntarily, directly or indirectly (including through the use of any internet, email, social media or networking communication sites or services) for Employee or any other person or entity, solicit, interfere with or endeavor to entice away from the Company or any of its Affiliates any other current employee or independent contractor of the Company or any of its Affiliates, or any other employee or independent contractor who has had an employment or other contractual relationship with the Company or any of its Affiliates, within the twelve (12) months prior to the Termination Date or the notice of termination of employment, whichever is earlier.

b. Noncompetition. Employee agrees that during any Term of Employment, and for a period of two (2) years following the Termination Date, absent receipt of written consent from the Company’s Chief Executive Officer, Employee will not serve as an agent, employee, officer, director, partner, shareholder, member, manager, consultant, independent contractor, or provide services on behalf of any competitive business(es) including any firm, partnership, joint venture, company and/or any other entity and/or person, and/or any licensee of such entity, that develops, manufactures, markets, distributes, and/or works in or controls a business that provides services or products that are common to or are substantially the same as the Business (as defined above), or any part thereof, located within the State of Florida, and within any other State in the United States of America in which Employee has performed the Services for or on behalf of the Company or any of the Company’s Affiliates, during Employee’s employment.

c. Non-solicitation of Others. Employee agrees that Employee will not, anywhere within the territory of the United States of America, at any time during any Term of Employment with the Company (including any renewed successive periods), and for a period of two (2) years following the Termination Date, whether voluntarily or involuntarily, directly or indirectly in any capacity, contact, contract with, sell to, or otherwise solicit business of the type, or similar to the type, of the Business (as defined above) or any part thereof, from the Company’s or its Affiliates: (I) clients or referral sources, as they existed at any time during any Term of Employment; (II) prospective or potential clients or referral sources (A) with whom the Employee had, or might have had, direct dealings or contacts during the Term of Employment, or (B) to whom the Company or its Affiliates has submitted a formal quotation to, within the eighteen (18) months preceding Employee’s termination or separation of employment from the Company, regardless of the reason, or notice of termination, whichever is earlier , or (C) that has been previously listed or identified as a bona fide business or referral source prospect at any time during the eighteen (18) months preceding Employee’s termination or separation of employment from the Company, regardless of the reason, or the notice of termination, whichever is earlier; and (III) vendors, suppliers, and any other person that purchased or purchases from the Company or its Affiliates any of the products or services provided through the Company’s Business or the business of the Company’s Affiliates. The prohibition against solicitation set forth in this Subsection 11 (c) also prohibits, without limitation, solicitation of the above-referred to persons or entities through any and all forms of announcements and notifications sent or directed to those persons or entities through emails, blog posts, websites, and/or wall posts, connections, on social and professional networking internet sites such as Facebook, MySpace, Google+, Linked In and other similar internet communication services. Employee understands, agrees and stipulates that any promotions, mailings, or advertisements directed to clients, referral sources, or prospective clients of the Company conveying the relocation of Employee to another company or the establishment of a business offering the same services as the Company or any other services similar to those being offered by the Company by Employee shall constitute a violation of this Agreement, regardless of whether requested by the clients, referral sources, or prospective clients or volunteered by Employee. Employee agrees that Employee is not permitted to friend, link, connect, etc. with any Company clients, referral sources or prospective clients absent the consent of the Chief Executive Officer and when that consent is provided must comply with all Company policies and requirements for such social media connections. For any social and professional networking internet sites where Employee has connected, friended, linked, etc. with the Company’s clients, referral sources, or prospective clients, Employee must ensure that the privacy controls are disabled such that Employee’s activity broadcasts related to Employee’s post-Company employment do not automatically alert or notify the Company’s clients, referral sources, or prospective clients of Employee’s new employment.

1. Confidentiality Provisions.

a. Confidential and Proprietary Nature of Information. Employee hereby acknowledges, agrees, and recognizes that Employee, in connection with the performance of Employee’s employment duties and other obligations towards the Company, has and will continue to have access to certain confidential information belonging to the Company or the Company Affiliates (separately and collectively, the “Confidential Information”), whether in tangible or intangible form, in which the Company has a legitimate business interest, as that term is more fully defined in Florida Statutes Section 542.335(1)(b), including, but not limited to:

(1) Records and lists relating to the identity of the Company’s Customers (current and past), and Customer Prospects (“Customers” shall mean any firm, partnership, corporation and/or any other entity and/or person that purchased or purchases from the Company any of the products distributed or utilized in the Company’s Business; and “Customer Prospects” shall mean any firm, partnership, corporation and/or any other entity and/or person reasonably expected by the Company to purchase from the Company any of the products distributed or utilized in the Company’s Business) and the identity of individual contacts at Customers; records and lists relating to the identity of the Company’s current, past, and prospective suppliers, referral sources and independent contractors; information relating to the existence of negotiations with the Company’s past, present and prospective customers; all types of written information customarily used by the Company, or any entity related to it, including financial information consisting of, although not limited to, processes, costs and sales of products, marketing or promotion information, business methods, business plans and operational procedures; any customer information, including preference, business habits of customers; data, formulae, notes, analyses, compilations, studies; the Company’s financial projections, including but not limited to, annual sales forecasts and targets and any computation(s) of the market share of Customers and or Customer Prospects; historical and projected earning sales information relating to the Company’s product rollouts, customized software, marketing tools and/or supplies that Employee is provided access to by the Company and/or creates; the account terms and pricing upon which the Company obtains products and services from its Vendors (which term shall mean any individual and/or entity, which may also be known as supplier(s) that provides goods and services to the Company); the account terms and pricing of sales contracts between the Company and its Customers; the proposed account terms and pricing of sales contracts between the Company and its Customer Prospects; the name and addresses of the Company’s employees and other business contracts of the Company; information the Company is obligated to treat as confidential; and any other information similar in nature to the types of information enumerated above.

(2) Any information constituting the Company’s trade secrets and proprietary business information, including without limitation, information or material constituting the Company’s confidential information; the techniques, methods, and strategies by which the Company develops, markets, distributes, and/or sells any of the products or services related to the Company’s Business; any and all trademarks, service marks, copyrights, patents, ideas and any other intellectual property which belongs to the Company; any information constituting the Company’s proprietary business information, including but not limited to, any data, concepts, strategies, techniques, methods, procedures, and trade secrets as defined in Florida Statutes Chapter 688, the Uniform Trade Secrets Act (the “Act”).

b. Confidentiality. Employee acknowledges that any Confidential Information disclosed, furnished to, or generated or obtained by Employee since the beginning of Employee’s employment by the Company including during any Term of Employment (including any renewed successive periods), shall be and remain the exclusive property of the Company. Employee hereby acknowledges and agrees that the maintenance of the confidentiality of the Confidential Information, and the restrictions on use and disclosure of the Confidential Information, are essential to the protection and preservation of the Company’s legitimate business interest and any trade secrets shall be entitled to all the protections and benefits under the Act and any other applicable law. If any information deemed by the Company to be a trade secret is found by a court of competent jurisdiction not to be a trade secret for purposes of the Act, then, notwithstanding the court’s determination, such information shall be considered Confidential Information for purposes of this Agreement. Employee covenants that Employee shall not at any time, during the term of this Agreement and following the termination or separation of an employee’s employment, regardless of the reason, for an additional period of two (2) years for Confidential Information (excluding trade secrets) and five (5) years for trade secrets, without the prior, express, written approval of the Company’s Chief Executive Officer in each instance, disclose, divulge, or in any other way reveal, or cause another to do so, any Confidential Information to any person, party or entity, directly or indirectly. In addition, Employee shall not, for any purpose or reason, except on behalf of the Company, utilize any of the Confidential Information for Employee’s own benefit, the benefit of any subsequent employer, any competitor of the Company, or any other third party. The restrictions set forth in this paragraph (b) of this Section 12 will not apply to any information that:

(1) is or becomes available to the general public through no breach of this Agreement by Employee, or

(2) that Employee is required to disclose under applicable law.

c. Company Computer Records and Return of Property. The Company has provided Employee with a Company-owned desktop or laptop computer and other equipment for Employee’s use in providing services to the Company. All work that Employee performs for the Company using a Company computer, laptop or other equipment must be performed on a Company owned computer or other Company owned equipment. If Employee is provided with a laptop computer then it is being provided strictly for Company business use and shall not be used by Employee for personal use. Employee’s personal data or information is not to be downloaded or stored on any Company computer or on any other Company provided equipment. No Company information is to be downloaded or stored on any of Employee’s personal communication devices or equipment (personal computer or any device that records or retains electronic data or other information). Employee shall maintain the Confidential Information in strict confidence and shall not copy, duplicate or otherwise reproduce, in whole or in part, such Confidential Information, except on behalf of the Company. No Company information including business contacts or leads, etc. is to be stored or transmitted to any personal or third party internet or on-line based address book or social networking service by Employee. All Employee’s business communications by email or other electronic means of communication must be run through the Company systems and not through any outside (e.g., personal or third party) email or other system. Employee must provide the Company reasonable access to all Company equipment used by Employee upon request at any time, and shall cooperate with the Company in the file/data synchronization of its business data contained on any of the equipment. Absent written approval from the Chief Executive Officer, and except as used by the Company as part of its business operations, Employee is not to (for Employee’s own personal use or for the use of a third party) use or store any Confidential Information on any cloud computing (such as Drop Box, Sugarsnap, Mozey, etc.), cloud storage (iCloud, Google apps, etc.) or other remote server storage system. When permission is given, it is Employee’s duty and obligation to ensure the full protection of the Confidential Information.

Unless otherwise prevented by state law, upon the termination of employment with the Company, Employee may not destroy any information related or belonging to the Company (including any memoranda, records, files, user names and passwords, e-mail correspondence, and other documents and materials, including photocopies and other reproductions), and shall immediately surrender to the Company any and all such information, regardless of the format or medium in which they are stored. Should the Employee fail to comply with the provisions of this subsection (c), in addition to any other remedies available to the Company, the Employee shall reimburse the Company for any damages that the Company may incur as a result of the Employee’s destruction of or the failure to surrender the aforementioned information, including without limitation for the amount of time that has to be expended by the Company’s stockholders, officers, directors, employees, agents, or independent contractors to restore or recreate the information that the Employee destroyed or failed to surrender.

Employee agrees to return all property (documents, data, electronic information, copies, equipment, etc.) belonging to the Company and/or the Company’s Affiliates upon termination of Employee’s employment or at such other time upon request of the Company. Employee shall not reduce to writing or otherwise record any Confidential Information unless required by the Company to do so in order to fulfill Employee’s obligations hereunder. To the extent Employee is permitted to use his or her personal Smartphone, and or other mobile/electronic storage devices (iPad, tablets, etc.) to access Company emails and documents, upon request from the Company at any time and otherwise upon termination, Employee will cooperate with the Company by providing company access to such devices to enable the Company to remove from Employee’s Smartphone and other such devices (iPad, tablets, etc.) all Company data and information, including contacts and emails. Employee’s obligation to return (and not retain copies) all of the Company’s Confidential Information contained on Employees personal equipment (i.e. on home or personal computer, other equipment and all electronic and smart storage devices) and upon request by the Company Employee will permit the Company reasonable inspection of Employee’s personal equipment to ensure no Confidential Information or other Company data has been retained by Employee.

d. Indemnification. In addition to any indemnification obligations otherwise set forth in this Agreement, Employee shall indemnify and forever hold harmless the Company, its Affiliates and their respective officers, directors, members, managers, shareholders, agents and subsidiaries (each a “Synergy Party” and collectively, “the Synergy Parties”) for any and all losses, damages, costs and expenses, including reasonable attorneys’ fees, resulting from any negligence, gross negligence or other action or inaction conducted by Employee during the course of providing the Services; it being expressly agreed by the parties hereto that the Synergy Parties will not be responsible for any incidents or negligence occurring during Employee’s performance of the Services and that Employee shall be responsible for, and indemnify the Synergy Parties for, any liability arising out of, all claims, actions, suits, demands, liabilities, negligent conduct, or any other related conduct or incidents related to Employee’s performance of the Services. Employee shall further indemnify and hold the Company harmless from any loss, damage, expense, cost, attorneys’ fees or liability arising out of any unauthorized use or disclosure of the Confidential Information by Employee or the failure by the Employee to comply with the provisions of this Section 12. This paragraph (d) of this Section 12, and all the indemnifications and the conditions, limitations, restrictions, duties, and obligations set forth in this section (d) relating to the use and disclosure of Confidential Information, shall survive indefinitely (except as otherwise expressly stating in subsection (b) following the Termination Date of Employee’s engagement by the Company for any reason.

1. Acknowledgement and Transfer of Intellectual Property to the Company.

a. Acknowledgement; Transfer of Intellectual Property. Employee hereby agrees to sell, assign, transfer and set over unto the Company, all right, title, and interest in and to any and all discoveries, developments, methods, processes, programming, formulae, ideas, concepts, supplier and customer lists (including information relating to the generation and updating thereof), concepts, ideas, specifications, data, diagrams, flow charts, techniques and/or any other form of intellectual property (whether reduced to written form or otherwise and whether or not patentable or copyrightable) conceived, made, developed, created, or reduced to practice by Employee (whether at the request or suggestion of the Company or otherwise, whether alone or in conjunction with others, and whether during regular hours of work or otherwise) during the Employee’s employment with the Company, which may be directly or indirectly useful in, or related to, the Business of the Company or any business or products contemplated by the Company and/or that relate to or are useful in any way in connection with the scope of Employee’s duties (collectively, the “Intellectual Work Product” or “Intellectual Property”), and such Intellectual Work Product shall be the sole and exclusive property of the Company. Employee represents and warrants that all Intellectual Work Product has not been previously published and any legal protection obtained therefore, will not infringe upon the rights of any third party. Employee hereby agrees to the following:

(1) Employee shall sell, assign, transfer and set over unto the Company, its successors, and assigns, any and all copyright, right, title, and interest in and to any and all Intellectual Property created by the Employee during the Company’s usual business hours and outside such business hours, whether made, created, conceived, developed, or reduced to practice by the Employee directly or indirectly, or otherwise attributable to the Employee’s efforts under this Agreement or otherwise. Such Intellectual Property assigned by the Employee unto the Company shall be held and enjoyed by the Company, its successors, and assigns, as fully and entirely as the same would have been held and enjoyed by the Employee had Employee in fact owned such Intellectual Property, or had this transfer and assignment not been made.

(2) Notwithstanding any other provisions of this Agreement to the contrary, the Employee further agrees and acknowledges that all original works of authorship, or contributions to such works, that are made by Employee, in whole or in part, either alone or with others, within the scope of and during the term of the Employee’s employment with the Company, whether inside or outside the Company’s usual business hours, constitute “works made for hire,” or contributions to such “works made for hire,” for all purposes hereunder, and for purposes of interpreting this Agreement under any and all provisions of the Copyright Act of 1976, 17 U.S.C. §§ 101 *et. seq*. To this effect, the Employee hereby agrees and acknowledges that for all purposes hereunder (including without limitation, the Employee’s creation of any and all Intellectual Property outside of the Company’s usual business hours), the exclusive copyright, right, title, and interest to and in any and all Intellectual Property created by the Employee within the scope of and during the term of Employee’s employment with the Company, including but not limited to Intellectual Property created through the use of the Company’s Confidential Information, shall vest in the Company, in perpetuity or for the longest period otherwise permitted by law, without the necessity of further consideration. However, should any of the Intellectual Property created by the Employee during the term of Employee’s employment by the Company not be found by a court of competent jurisdiction to be a “work made for hire” under the Copyright Act, the Employee, in consideration of Employee’s continued employment by the Company under this Agreement, and of other good or valuable consideration, the receipt and adequacy of all of which the Employee hereby acknowledges on behalf of himself, Employee’s assigns, executors, administrators, and legal representatives, hereby sells, assigns, transfers, and sets over onto the Company any copyright, right, title and interest to any and all such Intellectual Property, regardless of such Intellectual Property’s legal status, including, without limitation, all source and object codes to such Intellectual Property, together with any and all enhancements, modifications, or derivative works based thereon. The Employee acknowledges and agrees that the source code for any and all of the Intellectual Property shall be housed on the Company’s premises and shall be readily available to the officers of the Company. Furthermore, nothing in this Section 13 shall confer upon the Employee (or constitute the Company’s admission that the Employee held or holds) any copyright, right, title or interest, in any Intellectual Property to which the Company is solely entitled to hold copyright under this Section 13.a. The Company shall be entitled to obtain and hold in its own name all registrations of copyrights, trade secrets, trademarks and other proprietary or intellectual property rights with respect thereto. The parties agree that the Company shall retain the original copies of all Intellectual Work Product pursuant to this Agreement, and all rights thereto.

b. Execution of Documents. At the expense of the Company and at the sole request of the Company, either before or after the termination of Employee’s employment, the Employee shall sign any and all documents, but not limited to assignment documents, and take all other actions, including, without limitation, disclosing to the Company all pertinent information and data relating to the Intellectual Property, necessary to fully effectuate the Employee’s assignment to the Company under Section 13, and to assist the Company in obtaining protection and ownership of all such assigned Intellectual Property and maintaining registrations under copyright, trade secrets, trademark and other laws protecting proprietary or intellectual property rights in and confirming its title to, any and all such work. Employee’s assistance shall include signing all assignments of or applications for copyrights, trademarks and other proprietary or intellectual property rights and other documents, cooperating in legal proceeding and taking any other steps considered desirable by the Company.

1. Noninterference. Employee shall not during the term of Employee’s employment with the Company and after such employment terminates (regardless of the reason), directly or indirectly, interfere or attempt to interfere with or disrupt the business relationship between the Company, its clients, customers, vendors or suppliers from doing business with the Company, which prohibited behavior shall include, without limitation, using the Company’s internal data in a damaging or derogatory manner that would potentially damage the Company’s relationship with its current or prospective customers, clients, vendors, suppliers, or any third party using the services of the Company or doing business with the Company. Employee further agrees that the Company may inform and notify any current or potential client, customer, vendor, supplier, and/or third party using the services of or doing business with the Company, of the existence of this Agreement, including providing a copy of this Agreement to them. Employee waives, and releases the Company, right to assert any claim for damages against the Company that could arise from such notification or production of this Agreement.
2. Reasonableness. The Company and the Employee hereby agree and acknowledge that the restrictive covenants contained in this Agreement, including, without limitation, those contained in Sections 11, 12, 13 and 14 above, are reasonable in their limitations, scope, time, and territory, and are necessary for the protection of the legitimate business interest of the Company, and that the restraints imposed thereby are not unduly burdensome on Employee. The parties further agree that if any terms or conditions of the restrictive covenants contained in this Agreement are found to be unenforceable by a court of competent jurisdiction by reason of the length of time, scope, or size of the geographic area, it is the intention of the parties that such covenants be reformed by such court so that such period of time, scope, or geographic area be reduced to the extent required to cure such unenforceability.
3. Accounting for Profits. Employee covenants and agrees that if Employee violates the provisions of Sections 11, 12, 13 or 14, the Company shall be entitled to an accounting and repayment of all profits, compensation, commissions, remuneration or other benefits that Employee has realized and/or may realize as a result of or in connection with any such violation. These remedies shall be in addition and not in limitation of any injunctive relief or other rights or remedies to which the Company is or may be entitled at law, in equity or under this Agreement, including, without limitation, damages.
4. No Defenses. The parties also agree that the restrictive covenants contained in this Agreement, including, without limitation, those contained in Sections 11, 12, 13 and 14 above, shall be construed as agreements independent of any other provision of this Agreement or in any other agreement by and between, among, or affecting the Company and Employee, and the existence of any claim or cause of action of Employee against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of this Agreement or of any covenant or restriction contained herein. The provisions of this Section 17 shall survive Employee’s termination of employment and shall continue indefinitely.
5. Enforcement. Employee agrees that Employee’s obligations set forth in this Agreement are necessary and reasonable in order to protect the Company and its business. It is understood, agreed and acknowledged by the parties that no amount of money, or other remedy available at law, would adequately compensate the Company for damages, which the parties agree and acknowledge the Company would suffer as a result of Employee’s violation of the restrictive covenants contained in this Agreement, including, without limitation, those contained in Sections 11, 12, 13 or 14 above. Therefore, the parties acknowledge and agree that the Company shall be entitled to obtain, upon application to a court of competent jurisdiction and without the need to prove actual damages to the Company, a temporary injunction and/or preliminary restraining order, and such other temporary or permanent injunctive relief as may be appropriate, to enforce against Employee the restrictive covenants contained in this Agreement, including, without limitation, those contained in provisions of Sections 11, 12, 13 and 14, which injunctive relief shall be in addition to any other rights or remedies available to the Company. Employee further agrees that the Company may inform and notify any current or potential client, customer, vendor, supplier, and/or third party using the services of or doing business with the Company, of the existence of this Agreement, including providing a copy of this Agreement to them. Employee waives, and releases the Company, right to assert any claim for damages against the Company that could arise from such notification or production of this Agreement. The provisions of this Section 18 shall survive the termination of employment**.** In addition, the parties agree that enforcement of this Agreement, including any of its covenants or restrictions, will not negatively affect the public, health, safety, or welfare.
6. Additional Remedies. Without limiting the remedies described in Section 18 above, in the event of any violation of any of the restrictive covenants contained in this Agreement, including, without limitation, those contained in provision of Sections 11, 12, 13 or 14, in addition to any injunctive or equitable relief available hereunder, Employee shall also pay as liquidated damages, and not as a penalty, one-hundred percent (100%) of all net income derived by Employee and by any person or entity in which Employee is involved with in any matter and which is subject to the restrictions imposed on Employee pursuant to Sections 11, 12, 13 and 14 above, during the period beginning with the date of violation of this Agreement and continuing through the date, which is the later of: (a) two (2) years following the Employee’s Termination Date; or (b) two (2) years following the date of violation of this Agreement by Employee. The parties acknowledge and agree that the sum set forth in this Section 19 has been determined by the parties hereto as liquidated damages for any violation of this Agreement because of the difficulties and inconvenience of attempting to establish the precise amount of damages and losses resulting from such violation, and that the sum set forth in this Section 19 is fair and reasonable.
7. Notice of Agreement. Employee agrees prior to accepting any employment or engagement by, or association with, firm, person or business which provides any of the services that are of the type of Business provided by the Company, Employee shall notify any such firm, person or business of the existence and terms of the restrictive covenants contained in this Agreement, and shall furnish to such firm, person, or business, a copy of such terms of restrictive covenants contained in this Agreement. Employee further agrees that the Company may notify such firm, person or business with whom Employee may become employed or engaged of the existence of this Agreement and its restrictive covenant terms, and Employee waives any right to assert any claim for damages against the Company that could arise from such notification**.**
8. Entire Agreement This Agreement contains the entire agreement between the parties pertaining to the specific subject matter set forth herein and may be modified or amended only by a writing signed by the parties hereto, or as to the Company, a successor (as defined below). Notwithstanding the prior sentence, any subsequent changes to the Company’s policies or Employee’s duties, salary or compensation will not affect the validity or scope of this Agreement, nor require an amendment to this Agreement.
9. Governing Law. This Agreement is made and entered into, and shall be governed by and construed in accordance with, the laws of the State of Florida, without regard to its choice of law principles and without regard to where Employee shall perform the Services. The Company and Employee hereby: (a) irrevocably submit to the exclusive jurisdiction of any Florida or federal courts situated in Orange County, Florida, in any action arising out of this Agreement, (b) agree that all claims in any such action may be decided in either such court; and (c) waive, to the fullest extent that they may effectively do so, the defense of an inconvenient forum and personal jurisdiction. The parties also agree that a final judgment in any such action shall be conclusive, and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The parties to this Agreement further agree that service of process for any action may be made by on one party by the other party (at its option) in accordance with Section 27 (Notices), or by any other manner provided by Florida law. To the extent service is made in accordance with Section 27, the other party waives any available defense as to an improper method of service.
10. Severability. The invalidity of any one or more of the words, phrases, sentences, clauses or sections contained in this Agreement, including specifically the restrictive covenants in Sections 11, 12, 13 and 14 above, shall not affect the enforceability of the remaining portions of this Agreement or any part thereof, all of which are inserted conditionally on their being valid in law and, in the event that any one or more of the words, phrases, sentences, clauses or sections contained in this Agreement shall be declared invalid, this Agreement shall be (i) construed as if such invalid words, phrases, sentences, clauses, or sections had not been inserted or, (ii) in the case of the restrictive covenants in Sections 11, 12, 13 and 14 above, shall be reformed by such court so that such limitations, the scope or length of time, or size of territory, as applicable, be reduced to the extent required to cure such unenforceability.
11. Costs of Enforcement. In the event either party initiates action to enforce its rights hereunder, the substantially prevailing party shall recover from the substantially non‑prevailing party its reasonable expenses, court costs, including taxed and untaxed costs, and reasonable attorneys’ fees, whether suit be brought or not (jointly referred to as “Expenses”). As used herein, Expenses include expenses incurred in any appellate or bankruptcy proceeding. All such Expenses shall bear interest at the highest rate allowable under the laws of the State of Florida from the date the substantially prevailing party pays such Expenses until the date the substantially non‑prevailing party repays such Expenses. Expenses incurred in enforcing this Section 24 shall be covered by this Section24. For this purpose, the court is requested by the parties to award actual costs and attorneys’ fees incurred by the substantially prevailing party, it being the intention of the parties that the substantially non-prevailing party be completely reimbursed for all such costs and fees. The parties request that inquiry by the court as to the fees and costs shall be limited to a review of whether the fees charged and hourly rates for such fees are consistent with the fees and hourly rates routinely charged by the attorneys for the substantially prevailing party.
12. Survival. Employee agrees the restrictive covenants and agreements contained herein shall be fully enforceable irrespective of how long Employee has been in the employment of the Company, irrespective of the reasons for the termination of Employee’s employment with the Company, and without regard to which party terminated the employment. The provisions of this Agreement, (except for Sections 4 through 7) and specifically including, but not limited to the restrictive covenants contained in Sections 11, 12, 13 and 14 above, shall continue and survive the termination of Employee’s employment with the Company, for the time periods set out in this Agreement or as otherwise determined by a court, unless or until there is a completion and fulfillment of all the conditions, covenants and warranties therein.
13. Tolling: In the event Employee shall breach any of the restrictive covenants in this Agreement, the running of the period of the restrictions set forth in this Agreement shall be tolled during the continuation(s) of any such breach or breaches, and the running of the period of such restrictions shall commence or commence again only upon compliance by Employee with the terms of the applicable provisions of this Agreement that have been breached.
14. Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when personally delivered or three (3) business days after being mailed by registered or certified mail postage prepaid, return receipt requested, addressed at to the Company to its then current business address ATTENTION: Chief Executive Officer, and as to the Employee to Employee’s last known address. Any party may change the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this Section 27 for the giving of notice.
15. Definition of Affiliate. The term “Affiliate” shall mean an entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the Company. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise, and the term “controlled” has a meaning correlative thereto.
16. Miscellaneous. This Agreement was the joint negotiated product of the parties. Therefore, neither party shall advance a position that any provision hereof should be more strictly construed against the other party on the basis that such other party prepared such provision. Unless otherwise provided herein, all rights, powers and privileges conferred upon the parties by law, this Agreement or otherwise shall be cumulative. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives, and is enforceable by the Company’s Affiliates and any successor (as defined below). The waiver by either party of a breach or violation of any term or provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or violation. No failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by any party with its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof shall constitute a waiver of the parties’ right to demand exact compliance with the terms of this Agreement.
17. Assignment. This Agreement shall be construed as a contract for personal services by Employee to the Company and shall not be assignable by Employee. Employee agrees, however, that the Company may assign this Agreement, and all the covenants and restrictions contained herein, to an Affiliate, to a parent entity, to a successor legal entity (by merger or otherwise), to any entity acquiring substantially all of the assets of the Company or to a purchaser of the stock of the Company (collectively referred to as a “Successor”). Employee does hereby consent to and ratify any such Assignment and agrees to continue to be bound to this Agreement, whether or not Employee decides to become or to remain employed by such Successor, and further agrees that this Agreement shall not terminate but will be automatically assigned on the Company’s transfer of the stock, business or business assets to a Successor, unless terminated by such Successor. In connection with any assignment by the Company this Agreement shall be deemed to be automatically assigned to the Successor and Employee expressly consents to any means of assignment. No separate writing is necessary for the Company’s assignment to be effective.
18. Third Party Beneficiaries. Employee acknowledges and agrees that the Company has Affiliates. In rendering services to the Company, Employee may have considerable contact with one or more Affiliates. Therefore, Employee agrees that any Affiliate and any Successor entity shall be a third party beneficiary of this Agreement, with all rights of enforcement of the protective covenants provided herein.
19. Mediation of Disputes. Except for any claim for a temporary or permanent injunction to enforce the restrictive covenants contained in this Agreement, including without limitation, those contained in Sections 11, 12, 13, and 14 above, any and all other claims, controversies and disputes between Employee and the Company arising out of or relating to this Agreement, Employee’s employment with the Company or the parties’ performances due hereunder, including, without limitation, all known and unknown rights, demands, claims and causes of action arising under or in connection with the Americans with Disabilities Act of 1990, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992, as amended, the Equal Pay Act of 1963, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Fair Labor Standards Act, as amended, the Family and Medical Leave Act, as amended, the Employee Retirement Income Security Act of 1974 (ERISA), the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the Genetic Information Nondiscrimination Act of 2009, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act (WARN Act) and any other federal, state or local law rule or regulation, including any and all tort claims relating to or arising out of Employee’s employment with the Company, shall be first be submitted to mediation, which shall be deemed a condition precedent for any litigation or arbitration between the parties hereto.
20. Arbitration of Disputes.
    1. Except for any claim for a temporary or permanent injunction to enforce the restrictive covenants contained in this Agreement, including without limitation, those contained in Sections 11, 12, 13 and 14 above, any and all other claims, controversies and disputes between Employee and the Company arising out of or relating to this Agreement, Employee’s employment with the Company or the parties’ performances due hereunder, including, without limitation, all known and unknown rights, demands, claims and causes of action arising under or in connection with the Americans with Disabilities Act of 1990, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992, as amended, the Equal Pay Act of 1963, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Fair Labor Standards Act, as amended, the Family and Medical Leave Act, as amended, the Employee Retirement Income Security Act of 1974 (ERISA), the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the Genetic Information Nondiscrimination Act of 2009, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act (WARN Act) and any other federal, state or local law rule or regulation, including any and all tort claims relating to or arising out of Employee’s employment with the Company, and whether any claim is arbitrable, shall be resolved by binding arbitration administered by and in accordance with the national employment arbitration rules of the American Arbitration Association, and any court of competent jurisdiction shall enter final judgment on any such final arbitration award.
    2. The final arbitration hearing shall be conducted in Orange County, Florida, no sooner than ninety (90) days and no later than one hundred eighty (180) days after any demand for arbitration is served upon the respondent for the proceeding. The arbitration proceeding shall be conducted by one (1) neutral and impartial arbitrator. Said arbitrator shall be a member in good standing with The Florida Bar, and shall be Board Certified in Labor and Employment Law or Business Litigation by The Florida Bar.
    3. Without good cause shown and leave of the arbitrator, the parties to the arbitration proceeding shall be permitted to take no more than two (2) depositions, not to exceed five (5) hours each. The parties shall also be entitled to discover documents through the use of requests for production. No other forms of formal discovery shall be permitted by the arbitrator, without a showing of undue prejudice and good cause. All permissible discovery shall be governed by the applicable Florida Rules of Civil Procedure.
    4. The arbitrator shall be bound by and shall follow the choice of law provision set forth in this Agreement for the rendering of any final award. Any final award shall reflect the reasoning for the award, but shall not be required to state findings of fact and conclusions of law. All claims and defenses which would otherwise be available to the parties in any court proceeding shall also be available in arbitration, including, without limitation, all applicable statutes of limitations. The arbitrator shall have the authority to award any and all relief which a court of competent jurisdiction could otherwise award**.**
    5. The Company shall be initially responsible to pay for all arbitration filing fees and arbitrator compensation. However, the arbitrator shall award such fees and compensation to the Company in the event it is determined to be the prevailing party in the arbitration proceeding. The prevailing party in the arbitration proceeding shall be entitled to recover their reasonable attorneys’ fees and costs incurred in connection with the arbitration proceeding. The arbitrator shall award and determine entitlement to and assessment of such attorneys’ fees and costs, which shall be awarded in any final award. The arbitrator and the parties shall maintain in the strictest confidence the arbitration proceeding, final arbitration hearing, all papers filed therein and the substance of the underlying dispute for the arbitration proceeding, unless otherwise required to disclose same pursuant to applicable law.
21. Knowing and Voluntary: Employee has read and fully understands and agrees with the provisions contained in this Agreement and has been given an opportunity to review this Agreement prior to accepting employment or changing Employee’s position and that Employee is signing this Agreement of Employee’s own free will, without duress or coercion.
22. **WAIVER OF JURY TRIAL. EMPLOYEE AND THE COMPANY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY FOR ANY LITIGATION RELATED TO OR ARISING OUT OF, UNDER OR IN CONJUNCTION WITH THIS AGREEMENT, EMPLOYEE’S EMPLOYMENT WITH THE COMPANY, AND ALL FEDERAL AND STATE STATUTORY RIGHTS, INCLUDING BY WAY OF EXAMPLE AND NOT LIMITATION, ALL KNOWN AND UNKNOWN RIGHTS, DEMANDS, CLAIMS AND CAUSES OF ACTION ARISING UNDER. RELATING TO OR IN CONNECTION WITH ANY AND ALL FEDERAL, STATE AND LOCAL EMPLOYMENT AND BENEFIT RELATED LAWS THAT ARE APPLICABLE TO THE COMPANY WHICH MAY INCLUDE THE AMERICANS WITH DISABILITIES ACT OF 1990, AS AMENDED, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, THE FLORIDA CIVIL RIGHTS ACT OF 1992, AS AMENDED, THE EQUAL PAY ACT OF 1963, AS AMENDED, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED, THE FAIR LABOR STANDARDS ACT, AS AMENDED, THE FAMILY AND MEDICAL LEAVE ACT, AS AMENDED, THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA), THE CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985 (COBRA), THE GENETIC INFORMATION NONDISCRIMINATION ACT OF 2009, THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA), THE NATIONAL LABOR RELATIONS ACT, THE WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT (WARN ACT), AS WELL AS ANY OTHER FEDERAL, STATE OR LOCAL LAW, INCLUDING ANY AND ALL TORT CLAIMS RELATING TO OR ARISING OUT OF EMPLOYEE’S EMPLOYMENT WITH THE COMPANY.**
23. **Waiver of a Right to a Class and/or Collective Action.** Employee agrees that in the event of a dispute with the Company, Employee waives and gives up the right to bring, become, or consent to becoming a member of any class or collective action in which claims are asserted against the Company about this Agreement, consideration for Employee’s employment with the Company, actual employment with the Company, termination of employment with the Company, or former employment with the Company. Employee agrees that Employee will pursue any claim or lawsuit brought against the Company, related to this Agreement, Employee’s consideration for employment with the Company, actual employment with the Company, termination of employment with the Company, or former employment with the Company, as an individual, and will not lead, join, or serve as a member of a class or group of persons bringing such a claim or lawsuit. This applies to all claims and lawsuits including, without limitation, any relating to this Agreement, any relating to any terms and conditions of employment with the Company, any based on an agreement (written, oral or implied), any for damages (contractual, tort, common law or statutory) and any brought as a result of a violation of any applicable federal, state or local law, ordinance or regulation).

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement the date indicated above.

**“**COMPANY”

**SYNERGY SETTLEMENT SERVICES, INC.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:

Witness Jason D. Lazarus

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as its Chief Executive Officer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

“EMPLOYEE”

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Individually

Print Name:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness

Print Name:

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