

**AGREEMENT FOR LIQUIDATED DAMAGES IN THE EVENT OF PREMATURE  
TERMINATION OF EMPLOYMENT**

THIS AGREEMENT, made and entered into on the date set forth below, by and between Open Systems, Inc., ("OSI" or "Company") and

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("Employee").

In consideration of the mutual promises and covenants contained herein, of the prospective employment or continued employment of Employee by the Company, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Terms of Employment and Termination. Employee agrees to serve in the employment of OSI for a minimum of twelve (12) months from October 01, 2019. OSI recognizes and agrees that Employee may terminate employment for any reason whatsoever upon two (2) weeks prior written notice to OSI after the completion of twelve (12) months of employment.
2. Reimbursement of Expenses. In the event Employee voluntarily resigns employment with OSI within twelve (12) months of dated stated above, employee recognizes and agrees that OSI is entitled to liquidated damages in the amount of \$5,000. Employee agrees that the amount of liquidated damages is reasonable and is based on the average expenditure that OSI makes in the hire of a professional employee and the liquidated damages are not intended to be a penalty for the employee's termination of employment and it is also not a reimbursement of any legal expenses (including immigration expenses) that are the obligation of OSI. Such damages cover typical expenses involved in the hire of a new professional employee including: relocation expenses, hiring expenses, finder's fees to headhunters, recruitment expenses, as well as loss of profits.

If any provision or any part of any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement.

This Agreement shall be binding upon the parties to this Agreement and their respective, heirs, administrators, executors, successors and assigns. This Agreement and the rights and liabilities of the parties to the Agreement will be determined in accordance with the laws of the state of Georgia. The intent of this Agreement is to provide Company with all remedies afforded to it under applicable law, including but not limited to those remedies under O.C.G.A. 10-1-760 et seq., as amended. "Company" when used herein includes Company as defined above and all of its subsidiaries.

This agreement contains the entire agreement of the parties and OSI shall not be bound by any other different, additional or further agreements or understanding as consented to either verbally or in writing by any employee of OSI. This agreement shall be binding and Inure to the benefit of the parties hereto and their respective successors and assigns. No delay or omission by either party to exercise any right or power under this Agreement shall impair such right or power or be construed to the waiver thereof. A waiver by either party of any of the covenants to be performed by the other party or of any breach shall not be construed to be a waiver of any succeeding breach or of any other covenant. If any provision of the Agreement is declared invalid, such provision shall be deemed severable from the remaining provisions of the Agreement, which shall remain in full force and effect. Employee shall not assign or transfer this Agreement without the prior written consent of OSI. This Agreement shall be construed under and in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

**Open Systems, Inc.**

NAME: Tiffany Strickland

TITLE: Director, HR & Operations

SIGNATURE: 

DATE: February 01, 2019

**Employee**

Name:

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Title:

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Signature:

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Date:

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