

HEALTHY HANDS COOKING TRAINING AGREEMENT

This Training Agreement ("Agreement") is entered into between Promo Trainers LLC dba Healthy Hands Cooking ("HHC") and ("Prospective Instructor").

RECITALS:

1. HHC has developed and owns the Healthy Hands Cooking program (the "Program"), which includes certain digital and tangible proprietary information and materials ("Proprietary Knowledge"). The Program is a one-of-a-kind Patent-Pending cooking instruction, certification and business training program to equip certain persons who become and remain HHC Certified Instructors (as defined and more fully set forth below) to help fight childhood obesity and improve the health of children and families using the Proprietary Knowledge. HHC owns all right, title, and interest in and to the Proprietary Knowledge. HHC has selected certain Proprietary Knowledge that is utilized or useful in providing online training through its proprietary online Healthy Hands Cooking Certified Instructor Training Course ("Training Course"). HHC has made provision for the Prospective Instructor to become a Certified Instructor once the Prospective Instructor has (i) successfully completed the Training Course, (ii) scored a passing grade on the certification examination provided by HHC, and (iii) executed and delivered to HHC the Certified Instructor HHCIC Membership Agreement as it exists on the date of execution thereof by Prospective Instructor. The Training Course provides specifically developed and presented training in the use, skills, techniques, applied data, food safety considerations (e.g. the maintaining of a 10:1 ratio of class instruction), and application of the Proprietary Knowledge, and is more particularly described in **Exhibit A (Description of Training Course)** attached hereto and incorporated by reference herein;
2. HHC owns all right, title and interest in and to, certain registered and unregistered trademarks, service marks, trade names and trade dress (collectively, the "HHC Marks"), including, "Healthy Hands Cooking®", "HHC®", which registered marks are set forth in **Exhibit B (Registered HHC Marks)**;
3. Subject to the terms and conditions of this Agreement, HHC desires to grant a limited, non-exclusive, revocable, non-transferable, non-assignable, and non-sublicensable, license to Prospective Instructor permitting use of so much of the Proprietary Knowledge as HHC deems necessary or appropriate (in HHC's sole and absolute discretion) for the Training Course ("Training Materials") during the Training Term or until earlier terminated by HHC in accordance with this Agreement solely to the extent necessary or appropriate (in HHC's sole and absolute discretion) for, and for the sole purpose of, Prospective Instructor participating in the Training Course with the objective of becoming a Certified Instructor; and

4. Subject to the terms and conditions of this Agreement, Prospective Instructor desires to participate in the Training Course and to access and use the Training Materials with the objective of becoming a Certified Instructor; and
5. Subject to the terms and conditions of this Agreement, HHC desires to grant a limited, non-exclusive, revocable right and license to the Prospective Instructor to utilize said Training Materials solely for the purpose of participating in the Training Course with the objective of becoming a Certified Instructor.
6. Subject to the terms and conditions of this Agreement, Prospective Instructor is becoming an authorized brand representative for HHC and Prospective Instructor agrees to represent healthy cooking classes and events using HHC materials, branded images and HHC naming properly. Prospective Instructor agrees to not dilute or confuse the HHC brand by using any other brands, naming or description as part of their healthy cooking class and event offerings.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **GRANT AND ACCEPTANCE OF LIMITED USE.** Subject to the terms and conditions in this Agreement, HHC hereby grants to Prospective Instructor, and Prospective Instructor hereby accepts, a limited, non-exclusive, revocable, non-transferable, non-assignable, and non-sublicensable, right and license to access the Training Course and use the Training Materials in the USA or other countries as approved by HHC during the Training Term or until earlier terminated by HHC in accordance with this Agreement solely to participate in the Training Course with the intent to become a Certified Instructor (the “Purpose”). HHC shall not have any obligation to provide any Proprietary Knowledge to or for the use of Prospective Instructor other than what is presented by HHC in the Training Course.
2. **OWNERSHIP RETAINED BY HHC.** The use granted in Section 1 hereof provides the Prospective Instructor a limited right to access the Training Course and use the Training Materials in the USA and other countries as approved by HHC during the Training Term pursuant to, and in compliance with, the terms and conditions of this Agreement. Prospective Instructor covenants and agrees that it shall not at any time or under any circumstances (i) be entitled to or have or make any claim to have any ownership rights in the Training Materials, Proprietary Knowledge or Program; (ii) represent, directly or indirectly, that it is the owner of, or has any rights in, all or any portion of the Training Materials, Proprietary Knowledge or Program, other than the limited right of access to the Training Course and use of the Training Materials granted to Prospective Instructor by this Agreement solely for the Purpose. HHC reserves all rights not expressly granted Prospective Instructor in this Agreement.
3. **ADDITIONAL CONDITIONS OF USE OF THE TRAINING COURSE AND MATERIALS.** The Prospective Instructor shall access and use the Training Course and Training Materials subject to the following terms and conditions:
 - a. **Training.** In consideration of HHC’s receipt of (i) applicant’s signed Training Agreement and (ii) payment in full of the Training Fee, and conditioned upon

Prospective Instructor's ongoing compliance with this Agreement, HHC will provide the Prospective Instructor access to the Training Course during the Training Term solely for the Purpose.

- b. ***Certification as Pre-Condition to the Public or Commercial Use of Proprietary Information.*** Prospective Instructor agrees that Prospective Instructor shall not use in or represent to the public in any manner whatsoever that it is trained in or certified under the Program until it has received a written certification from the HHC that it has successfully completed, satisfied the course requirements included in the Training Course, and has become a Certified Instructor and a member of HHCIC and paid all applicable fees. Prospective Instructor shall not act in any capacity as an instructor of the Program or any of its components prior to becoming a Certified Instructor and satisfying applicable requirements set forth in the Certified Instructor HHCIC Membership Agreement.
- c. ***Training does not include a Prescribed Marketing Plan.*** Prospective acknowledges and agrees that HHC has not and shall not provide Prospective Instructor with a *prescribed marketing plan* of any kind whatsoever for marketing the Healthy Hands Cooking benefits or the application of the Proprietary Information as commercial products and/or services to third party clients. Any marketing plan shall be developed solely by the Prospective Instructor or its designees for use following satisfaction by Prospective Instructor of all requirements stated in the Certified Instructor HHCIC Membership Agreement. Prospective Instructor further acknowledges and agrees that, in no manner whatsoever shall there be any training that intentionally or unknowingly affects the ***overall operations*** of Prospective Instructor's business utilizing the Proprietary Information. This provision does not prohibit HHC from providing limited information with regard to certain marketing concepts, provided such training (i) does not constitute a *prescribed marketing plan* under applicable law, and (ii) was not a primary inducement to the Prospective Instructor to enter this Agreement.
- d. ***Compliance with Laws.*** During Prospective Instructor's participation in the Training Course, Prospective Instructor shall comply with all applicable local, State and Federal laws. Upon request of HHC, the Prospective Instructor shall provide proof of such compliance with all such laws.
- e. ***Other Competing Related Activities.*** Nothing contained in this Agreement shall affect or limit Prospective Instructor's right to develop, distribute, advertise, market and/or sell any other product or service **so long as said service or product (i) does not use any Confidential Information of HHC, or (ii) is not likely to be confused by reasonable consumers with the HHC Marks or Program or any part thereof.**
- f. ***Use of HHC Name in Business Name of Prospective Instructor.*** Prospective Instructor **shall have no right or license of any kind in or to and shall not use or exploit in any manner whatsoever any HHC Mark**, including any registered

or unregistered trademark, service mark, trade name or trade dress of HHC, at any time prior to receiving certification from HHC as a Certified Instructor, and then only in accordance with the HHC Certified Instructor HHCIC Membership Agreement. Without limiting the foregoing, Prospective Instructor shall not, directly or indirectly, use any HHC Mark in whole or in part as its business name, a business entity name such as a corporation or LLC (including prohibited use as a "dba"), bank account name, online name including email address, website URL, social media handle, in its advertising, or in any other manner whatsoever. However, at such time as Prospective Instructor becomes and for so long as s/he remains a Certified Instructor and authorized member of the Healthy Hands Cooking Instructor Community in good standing, certain uses of the HHC Marks will be allowed, as more fully set forth in the Certified Instructor HHCIC Membership Agreement.

4. **TRAINING FEE; POST-TRAINING COSTS.**

- a. ***Training Fee.*** Concurrent with the execution and delivery of this Agreement to HHC, and as a condition precedent to having access to the Training Course and use of the Training Materials and one year of membership access, in furtherance thereof, Prospective Instructor shall pay HHC the fee indicated on the HealthyHandsCooking.com website at time of order. (“Training Fee”).
- b. ***Post-Training Fees.*** Upon successful completion of the Training Course and after earning a passing score on the certification exam, Prospective Instructor will be required to pay membership, revenue share, and other (e.g., food handling, criminal background and sex offender background checks) fees to obtain and maintain status as a Certified Instructor. Details of those fees and costs are set forth in the Healthy Hands Cooking Certified Instructor HHCIC Membership Agreement. A list of fees is available to Prospective Instructors from HHC.

5. **TRAINING TERM.** The initial term of this Agreement (“Training Term”) shall be for one (1) year beginning on the date of this Agreement, unless extended in the sole and absolute discretion of HHC, or earlier terminated pursuant to Section 6 hereof.

6. **TERMINATION.**

- a. ***Termination by Either Party for Uncured Material Breach.*** Either party may terminate this Agreement without prejudice to its other remedies by notice in writing to the other if and only if the other party commits any material breach of this Agreement; provided that, if the breach is capable of remedy within thirty (30) days, the termination notice shall only be given if the party in breach shall not have remedied the same within the thirty (30) days after having been given a prior separate notice in writing specifying the breach and requiring it to be remedied.
- b. ***Termination by HHC.*** HHC may immediately terminate this Agreement without providing any right to cure by sending notice in writing to Prospective Instructor upon the occurrence of any of the following:

- (1) Failure to Pay Charges or Fees. The Prospective Instructor fails to pay any charges, fees or payments due under this Agreement (including installment payments on a promissory note) within twenty (20) days of their due date;
- (2) Term Expires. The Training Term expires without Prospective Instructor having completed the Training Course (including earning a passing score on the certification exam) and without the term having been renewed or extended in a writing signed by HHC prior to the end of the Training Term; or
- (3) Incurable Breach. HHC determines (in its sole and absolute discretion) that Prospective Instructor has materially breached this Agreement and the breach is not curable within thirty (30) days of notice of said breach.

c. ***Automatic Termination.*** This Agreement shall automatically terminate if:

- (1) Achievement of Certified Instructor Status. Prospective Instructor satisfactorily completes the Training Course (including earning a passing score on the certification exam) and is granted Certified Instructor status by HHC based on (i) continued compliance with this Agreement up to date of termination, and (ii) delivery to HHC of the signed Membership Agreement along with any required payments; or
- (2) Prohibited Assignment. Prospective Instructor attempts to make, or makes, an assignment for the benefit of its creditors, admits in writing to its inability to pay its debts as they come due, commences or is the subject of any proceeding under law relating to bankruptcy, insolvency, or readjustments of its debt, which proceeding is not dismissed within sixty (60) days after commencement;
- (3) Breach of Section 8. HHC is advised, or otherwise becomes aware, of circumstances that lead HHC to reasonably determine that Prospective Instructor has misused or disclosed, or plans to misuse or disclose, any Proprietary Knowledge in contravention of the provisions of Section 8 hereof.

d. ***Rights upon Termination.*** Upon Termination of this Agreement, (i) all rights and license granted to Prospective Instructor under this Agreement shall immediately terminate and shall concurrently therewith revert to HHC, (ii) Prospective Instructor shall remain subject to the confidentiality and non-disclosure and non-use restrictions set forth in Section 8 hereof, and (iii) notwithstanding anything to the contrary set forth in this Agreement, all of the provisions of Sections 4, 5, 11(e), 12, 14, 15, 16, 18 and 22 hereof shall survive any termination, cancellation, completion, or expiration, of this Agreement, and shall continue as valid and enforceable obligations of Prospective Instructor notwithstanding any such termination, cancellation, completion, or expiration.

7. **ACKNOWLEDGMENTS BY PROSPECTIVE INSTRUCTOR.** Prospective Instructor acknowledges and agrees with the following:
- a. ***No Earnings Representation.*** No presumption shall arise from Prospective Instructor's access to the Training Course or use of the Training Materials, and HHC shall not be deemed to have, and has not, represented, orally or in writing, that the Prospective Instructor will with certainty earn, or is likely to earn, an amount in excess of the Training Fee **or** earn any amount whatsoever.
 - b. ***No Representation as to Market.*** HHC shall not be deemed to have, and has not, represented, orally or in writing, to the Prospective Instructor that there is an established, guaranteed, and/or commercial market that can be successfully exploited by the use of the Training Course or as a Certified Instructor. The Prospective Instructor acknowledges that HHC has clearly and specifically stated to the Prospective Instructor that whether or not there is a substantive commercial market for the exploitation and commercial use of the Proprietary Knowledge by the Prospective Instructor is wholly dependent on the business acumen and abilities of the Prospective Instructor as well as the sole due diligence of the Prospective Instructor in selecting, ascertaining the viability of, and actively pursuing, said commercial market.
 - c. ***Marketing Plan.*** HHC shall not be deemed to have, and has not, provided a *prescribed marketing plan* to Prospective Instructor. The Prospective Instructor acknowledges that HHC has not in any way represented to the Prospective Instructor that there is a substantive *prescribed marketing plan* that will or is likely to successfully and commercially exploit the use of the Proprietary Knowledge.
 - d. ***No Buy-Back Representation.*** HHC shall not be deemed to have, and has not, represented that HHC or anyone else may or will purchase and/or buy back or is likely to buy back any materials, equipment, or anything else provided to the Prospective Instructor by HHC or any third party on behalf of HHC.
 - e. ***No Refund Guarantee.*** HHC shall not be deemed to have, and has not, represented to the Prospective Instructor that HHC shall refund the Training Fee or any other paid fees of any kind whatsoever in the event that the Prospective Instructor fails or is unable for any reason to complete the Training Course or *is unsatisfied* with the Training Course or entering into this Agreement and any ramification(s) thereof. HHC shall not be deemed to have, and has not, represented to the Prospective Instructor that HHC may or will pay to the Prospective Instructor the difference between the Training Fee and the Prospective Instructor's earnings derived from the business of the Certified Instructor.
 - f. ***No Location Assistance.*** HHC shall not be deemed to have, and has not, represented to the Prospective Instructor or assisted the Prospective Instructor, directly or indirectly, in determining or finding a location and/or a premises either owned or leased by HHC or an associate of HHC, or otherwise, for Prospective

Instructor's business, including but not limited to, supplying the Prospective Instructor with the name of a locator company(s) to find the Prospective Instructor a business location.

- g. ***No Client Procurement Assistance Promised.*** HHC shall not be deemed to have, and has not, represented to the Prospective Instructor, directly or indirectly, that HHC shall provide third party clients to the Certified Instructor's business.
- h. ***Not Related to HHC.*** Prior to and following the execution of this Agreement, the Prospective Instructor has not previously done business with, and is not otherwise related to HHC in any manner whatsoever.
- i. ***No Express or Implied Warranty.*** THE TRAINING COURSE AND TRAINING MATERIALS ARE PROVIDED "AS IS", WITH ALL FAULTS. THERE ARE NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO THE TRAINING COURSE, THE TRAINING MATERIALS, OR OTHER SERVICES TO BE PROVIDED HEREUNDER, OR ANY PROSPECTS OR OUTCOME THEREOF. HHC DISCLAIMS ANY AND ALL, AND PROSPECTIVE INSTRUCTOR ACKNOWLEDGES AND AGREES THAT THERE ARE NO, REPRESENTATIONS, WARRANTIES, COVENANTS, OR CONDITIONS, WHETHER EXPRESS, IMPLIED, ARISING AT LAW, IN EQUITY, OR BY CUSTOM OF TRADE, STATUTORY OR OTHERWISE, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE OR QUIET ENJOYMENT. FURTHER, HHC DOES NOT WARRANT THAT THE TRAINING COURSE, INCLUDING TRAINING MATERIALS, IS ERROR-FREE OR WILL BE AVAILABLE AT ALL TIMES OR OPERATE WITHOUT INTERRUPTION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY HHC, ITS AGENTS, OR ITS EMPLOYEES, AT ANY TIME SHALL CREATE A WARRANTY OF ANY KIND. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, WARRANTIES SHALL ONLY BE IMPOSED TO THE EXTENT DETERMINED BY A COURT OF COMPETENT JURISDICTION AS REQUIRED BY APPLICABLE LAW.
- j. ***Limitation of Liability and Damages Cap.*** HHC SHALL HAVE NO LIABILITY TO PROSPECTIVE INSTRUCTOR OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OF ANY KIND OR TYPE, WHETHER A CLAIM FOR ANY SUCH LIABILITY OR DAMAGES IS PREMISED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, HOWSOEVER ARISING IN CONNECTION WITH

THIS AGREEMENT OR THE PERFORMANCE THEREOF, EVEN IF A PARTY WAS ADVISED, SHOULD HAVE KNOWN OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS, DAMAGE, OR EXPENSE, INCLUDING THOSE ARISING FROM PROPERTY DAMAGE OR LIABILITY TO OR PERSONAL INJURY TO OR DEATH OF, ANY PERSON. TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOT WITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF HHC AND ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES AND AGENTS, AND ANY OF THEM, TO PROSPECTIVE INSTRUCTOR AND ANYONE CLAIMING BY OR THROUGH PROSPECTIVE INSTRUCTOR, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS AND EXPERT-WITNESS FEES AND EXPENSES, AND COSTS OF ANY NATURE WHATSOEVER, CLAIMS, OR EXPENSES, RESULTING FROM OR IN ANY WAY ARISING OUT OF OR RELATED TO THE TRAINING COURSE OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES SHALL NOT EXCEED THE TRAINING FEE PAID BY PROSPECTIVE INSTRUCTOR TO HHC UNDER THIS AGREEMENT.

- k. ***ACKNOWLEDGMENT OF PROSPECTIVE INSTRUCTOR.*** Prospective Instructor represents, covenants, agrees and certifies by placing Prospective Instructor's initials below that Prospective Instructor has read and understands in whole and in part Section 7.a. through 7.k hereof.

Initials of Prospective Instructor _____

8. PROTECTION AND NON-DISCLOSURE.

- a. ***Acknowledgment of Confidential Information.*** Prospective Instructor acknowledges and agrees to comply on a continuing basis with the obligations and responsibilities of Prospective Instructor set forth in this Section 8, including with respect to the protection of the Confidential Information of the HHC.
- b. ***Definition of "Confidential Information".*** "Confidential Information" as used in this Agreement means any and all competitively sensitive technical and non-technical information, data, communications and materials of importance to and kept in confidence by HHC which is disclosed or made available by, or at the direction of, HHC to Prospective Instructor whether it is embodied in tangible material, written form, electronic or digital medium, or otherwise (including by way of example, prototypes, samples, documents, drawings, pictures, graphics, graphs, charts, files, databases, and software code), or is disclosed orally or visually, and which is designated, either verbally or in writing, as, or by its nature or character is or should be reasonably understood to be, confidential or proprietary to HHC, including but not limited to, the Proprietary Knowledge, the Training Course and Training Materials, and information related in any manner to the Program, and including all financial (including types and amounts of fees and charges, financial policies, and payment terms and practices), operating,

employment, strategic, research and development, and technological information, client lists, contacts, contracts, corporate records and books, processes, procedures, methodologies, know-how, show-how, Trade Secrets, intellectual property, and other confidential or proprietary information, of HHC or its customers, vendors, contractors or agents. Such Confidential Information may be valuable to HHC because of what it costs to obtain, because of the advantages HHC enjoys from its exclusive use, or because its dissemination may harm HHC's competitive position. In addition, "Confidential Information" includes any notes, analyses, derivatives, compilations, interpretations, memoranda or other information or documents (of all types, formats and forms of existence) prepared by Prospective Instructor which contain, reflect or are based upon, in whole or in part, any Confidential Information. "Trade Secrets" means information defined by the South Carolina Trade Secrets Act § 39-8-10 (the "Act"). "Representatives" means Prospective Instructor's owners, shareholders, members, managers, directors, officers, employees, agents, contractors, affiliates and representatives.

- c. ***Ownership of Confidential Information Remains With HHC.*** The Parties acknowledge and agree that all right, title and interest in and to the Confidential Information shall be and shall remain the exclusive property of the HHC.
- d. ***Disclosure and Use of Confidential Information.***
- (1) Without limiting the definitions set forth in Section 8(b), above, Prospective Instructor shall consider and treat all Proprietary Knowledge received or accessed, directly or indirectly, by or for Prospective Instructor as Confidential Information.
 - (2) Notwithstanding any provisions of this Agreement, Prospective Instructor shall have no right to make or receive copies or reproductions of any Confidential Information which Prospective Instructor is, directly or indirectly, given the opportunity to view or review.
 - (3) Except as otherwise required by law, and subject to Section 9, Prospective Instructor shall:
 - (a) hold the Confidential Information in the strictest confidence;
 - (b) not modify, disseminate, transfer or otherwise publish or communicate, or in any way disclose to any third party, directly or indirectly, the Confidential Information, in whole or in part, except as provided herein or with the express prior written consent of HHC;
 - (c) not, directly or indirectly, use or exploit the Confidential Information for Prospective Instructor's own benefit, or for the benefit of any third party, or otherwise for any purpose, other than

collaterally in furtherance of the Purpose, and

- (d) not use or disclose the Confidential Information in any way harmful to HHC, its business or prospects.

(4) Prospective Instructor shall take reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of HHC in order to prevent it from falling into the public domain or the possession of persons other than Prospective Instructor to have any such information. Such measures shall include the degree of care that Prospective Instructor utilizes to protect its own confidential and proprietary information of a similar nature, but in no event less than a reasonable degree of care. Prospective Instructor shall immediately notify HHC upon discovery or reasonable suspicion of any misuse, misappropriation, loss, or unauthorized disclosure of or access to Confidential Information which may become known to or suspected by Prospective Instructor, and shall fully and actively cooperate fully with HHC's efforts to fully ascertain, identify, contain and mitigate same.

- e. ***Duty Not to Copy or Imitate.*** Prospective Instructor shall not during the term of this Agreement and thereafter, (i) copy, (ii) reproduce, (iii) distribute, (iv) transmit, (v) analyze, (vi) convert, (vii) translate, (viii) modify, (ix) create other works, compounds, designs, or processes, from or using, Confidential Information. Further, Prospective Instructor shall not (x) file any copyright application containing any Proprietary Knowledge or other Confidential Information, (xi) file any trademark application claiming ownership of any mark similar to the HHC Marks, (xii) attack either HHC's title in and to the HHC Marks, (xiii) file any patent application containing a claim to any subject matter derived from, any Confidential Information, or (xiv) claim ownership of or any rights in or to any trade secret a part of or derived from Confidential Information, and shall not utilize the Confidential Information to manufacture, reproduce or copy any product, or any part thereof, and shall not permit nor induce any of the foregoing by others.
- f. ***Protection of Confidential Information.*** Without limiting any other provision of this Agreement, Prospective Instructor covenants to keep the Confidential Information confidential and to use reasonable, best efforts to ensure that no third party accesses, uses or discloses any Confidential Information to third parties or causes or executes the theft of any Confidential Information.
- g. ***Return of Confidential Information.*** Prospective Instructor shall, upon the earlier of: (i) the written request of HHC; or (ii) the cessation by Prospective Instructor of participation in the Training Course for the Purpose; or (iii) termination of this Agreement in accordance with Section 6 hereof:

(1) Return to HHC within ten (10) days all documents, materials, or media, and any other tangible, physical and electronic manifestations (including all copies thereof) then in the possession, control, or held for the benefit, of Prospective

Instructor containing Confidential Information; and

(2) Delete or otherwise destroy within ten (10) days all Confidential Information (including all copies thereof) then in the possession, control, or held for the benefit, of Prospective Instructor that is not easily or fully returnable, and Prospective Instructor shall certify to HHC within three (3) days thereafter in a writing signed by Prospective Instructor that such prompt and complete deletion and destruction has occurred.

(3) Notwithstanding the return or deletion/destruction of the Confidential Information, Prospective Instructor shall continue to be bound by its obligations of confidentiality and other obligations hereunder pursuant to Section 9 hereof.

- h. ***Term of Duties of Prospective Instructor.*** The restrictions and prohibitions set forth in this Section 8 shall remain in full force and effect during the Training Term (including all extensions and renewals thereof) plus the term of any Membership Agreement or similar agreement executed (if any) between the Prospective Instructor plus five (5) years after the end of the last to expire or terminate of any such Agreements; provided, however, that portion of the Confidential Information comprising Trade Secrets shall remain protected under this Section 8 for so long as they constitute Trade Secrets under the Act.

9. INDEMNITY.

- a. ***Prospective Instructor Indemnity Obligations.*** The Prospective Instructor hereby agrees at its expense to defend, indemnify and hold HHC harmless from and against any and all third party claims, demands, causes of action, damages, and judgments (including attorneys' fees, court costs and expert witness fees, and claims by anyone or any entity) arising out of (i) HHC providing Prospective Instructor with the Training Course, including Training Materials, or (ii) Prospective Instructor's misuse of the Training Course, including Training Materials, or other breach of this Agreement, including resultant, direct or indirect, injury to or death of third party(s). In any dispute, HHC shall be consulted with regard to any admission or settlement that may adversely affect the interests of the Program or HHC. Under this indemnity provision in no event shall HHC be liable for any damages, including, direct, indirect, special, consequential, punitive, or other damages, including loss of profits of any type by anyone, arising from or related to the Prospective Instructor's use or misuse of the Proprietary Knowledge or the termination of this Agreement, even if HHC has notice of the possibility of such damages.

10. INSURANCE. Prospective Instructor is encouraged to obtain and maintain sufficient kinds and limits of insurance for any coverable losses that Prospective Instructor may encounter while participating in the Training Course. HHC does not mandate, nor recommend, any particular type or kind, or coverage limits of, any insurance policy, as a part of the Training Course.

11. PROSPECTIVE INSTRUCTOR'S STATUS AS INDEPENDENT CONTRACTOR.

- a. Notwithstanding any other provision of this Agreement, this Agreement shall not be construed to, and does not, render the Prospective Instructor an employee, partner, agent, joint venturer, or franchisee, with HHC for any purpose. The Prospective Instructor is particularly not a franchisee because as a condition to do the business of the Prospective Instructor under this Agreement, HHC has *not* imposed the following: (i) there is no common prescribed marketing plan determined by HHC for the Prospective Instructor's business or products or services and (ii) as an independent contractor the Prospective Instructor is free to perform any work or business in any manner Prospective Instructor deems appropriate (so long as said work or business (i) does not use any Confidential Information of HHC, and (ii) is not likely to be confused by reasonable consumers with the HHC Marks or Program or any part thereof) and not by way of any supervisory arrangement or direction such as a franchise. The Training Course is intended to equip the Prospective Instructor with knowledge useful for promoting the health and safety of the public and specifically and intentionally NOT intended to control or influence in any manner whatsoever the overall operations of Prospective Instructor's business.
- b. Under the terms of this Agreement, the Prospective Instructor is an independent student and will so remain for the term of this Agreement.
- c. HHC shall not be responsible for withholding taxes with respect to the Prospective Instructor's earnings and/or compensation hereunder. The Prospective Instructor shall have no claim against HHC hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
- d. AT ALL TIMES IN THE PERFORMANCE OF THIS AGREEMENT, THE PROSPECTIVE INSTRUCTOR SHALL BE AND REMAIN SOLELY AN INDEPENDENT STUDENT AND NOT AN EMPLOYEE OF HHC. NOTWITHSTANDING ANY OTHER PROVISION OR PROVISIONS OF THIS AGREEMENT, THE PERFORMANCE BY THE PROSPECTIVE INSTRUCTOR SHALL (i) BE SOLELY CONTROLLED BY THE PROSPECTIVE INSTRUCTOR AS TO THE MANNER IN WHICH THE WORK UNDER THIS AGREEMENT IS PERFORMED, (ii) THE TIME AND SCHEDULING REQUIRED TO PERFORM THE COURSE WORK, AND (iii) THE METHOD, TECHNIQUES, TOOLS AND EQUIPMENT UTILIZED TO PERFORM THE COURSE WORK. THE PROSPECTIVE INSTRUCTOR IS

NOT SUBJECT TO DISMISSAL BY HHC FOR REASONS OTHER THAN THE NON-PERFORMANCE OF THE AGREEMENT AS ONLY SET FORTH IN THE AGREEMENT. THE PROSPECTIVE INSTRUCTOR IN PERFORMING THE WORK CONTEMPLATED BY THIS AGREEMENT IS NOT UNDER THE SUPERVISION IN ANY MANNER WHATSOEVER OF HHC. HHC AGREES THAT THE PROSPECTIVE INSTRUCTOR SHALL ULTIMATELY PROVIDE ALL TECHNIQUES, EQUIPMENT, TOOLS, CONCEPTS THAT PROSPECTIVE INSTRUCTOR SOLELY DEEMS NECESSARY TO PERFORM THE COURSE WORK UNDER THE AGREEMENT, WHETHER LEARNED FROM THE HHC OR NOT. THE PROSPECTIVE INSTRUCTOR UNDERSTANDS AND AGREES THAT THE PROSPECTIVE INSTRUCTOR MAY EARN A PROFIT OR SUSTAIN A LOSS IN THE PERFORMANCE OF THE WORK UNDER THIS AGREEMENT, AND THAT HHC IS NOT RESPONSIBLE TO THE PROSPECTIVE INSTRUCTOR FOR SUCH PROFIT OR LOSS. PROSPECTIVE INSTRUCTOR SHALL DEVOTE SUCH TIME TO THE PERFORMANCE OF THE WORK UNDER THE TERMS OF THIS AGREEMENT AS THE PROSPECTIVE INSTRUCTOR SHALL SOLELY DETERMINE. THE PROSPECTIVE INSTRUCTOR SHALL SOLELY DETERMINE THE HOURS OF WORK AND THE PLACE OF WORK WITHIN THE USA.

12. MISCELLANEOUS PROVISIONS.

- a. ***Governing Law.*** This Agreement and all amendments, modifications, alterations, or supplements hereto, and the rights of the parties hereunder, shall be construed under and governed by the laws of the State of South Carolina.
- b. ***Incorporation of Recitals.*** Each of the recitals set forth at the beginning of this Agreement are accurate, correct and true, provide important definitions which form a part of this Agreement, and are incorporated herein by this reference describing specifically the understandings and intentions of the respective parties hereto.
- c. ***Interpretation.*** The parties are equally responsible for the preparation of this Agreement and in any judicial proceeding the terms of this Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles and Sections mean the Articles and Sections of this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute

as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

- d. ***Place of Execution.*** This Agreement and any subsequent modifications or amendments hereto shall be deemed to have been executed in the State of South Carolina.
- e. ***Headings.*** The headings contained herein and on the Exhibits are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement or the Exhibits.
- f. ***Notices.*** Any notice herein required or permitted to be given, or waiver of any provision hereof, shall be effective only if given or made in writing. Notices shall be deemed to have been given on the date of delivery if delivered by hand, or upon the expiration of five (5) days after deposit in the United States mail, registered or certified, postage prepaid, and addressed to the respective parties at the addresses specified below the signature of each party to this Agreement. Any party hereto may change the address to which notices to such party are to be sent by giving notice in writing to the other party at the address and in the manner provided above.
- g. ***Assignments and Sub-Licensing.*** Without prior separate written authorization signed by HHC, Prospective Instructor has no right to, and shall not, grant, transfer, convey, sublicense, create sub-licenses, or otherwise assign any of its rights or delegate any of its obligations under this Agreement. This provision shall not in any manner whatsoever prohibit HHC from transferring, in whole or in part, its duties, rights, and obligations under this Agreement to any party or parties.
- h. ***Entire Agreement.*** This Agreement constitutes the entire agreement between HHC and Prospective Instructor with respect to the subject matter hereof and shall not be modified, amended, or supplemented except by the written consent of both parties hereto or except by another agreement in writing executed by the parties hereto which expressly provides that it succeeds this Agreement.
- i. ***Severability.*** All rights and restrictions contained herein may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement not essential to the commercial purpose of this Agreement shall be held or suspected to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.
- j. ***Attorneys' Fees, etc.*** In the event either party brings any action, suit or proceeding against the other party to enforce any right or entitlement which it

may have under this Agreement, either party shall, to the extent it is successful in pursuing or defending the action, and in addition to all other rights or remedies available to it in law or in equity, be entitled to recover its reasonable attorneys' fees and court costs incurred in such action.

- j. ***Jurisdiction and Venue.*** The parties hereto consent to and agree that venue for any suit, action, dispute, or proceeding arising under or based upon this Agreement, shall lie in a state or federal court of competent jurisdiction sitting in Richland County, South Carolina, and appellate courts therefrom (the "Chosen Courts"). Each of the parties hereto hereby voluntarily, irrevocably and unconditionally submits to the exclusive jurisdiction (*in personam* or otherwise) of the Chosen Courts and hereby waives, and agrees not to assert, as a defense in any such legal proceeding that it is not subject thereto or that such legal proceeding may not be brought or is not maintainable in the Chosen Courts, or that this Agreement may not be enforced in or by such courts, and the parties hereto hereby voluntarily, irrevocably and unconditionally agree (i) that all claims for specific performance or injunctive relief with respect to any such legal proceeding shall be heard and determined in the Chosen Courts and (ii) to be bound by the decisions of such Chosen Courts. Each party hereto hereby voluntarily, irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the *in personam* jurisdiction or the laying of venue in any legal proceeding arising out of this Agreement in any Chosen Court. Each party hereto hereby voluntarily, irrevocably and unconditionally waives to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such legal proceeding or claim in such court.
- k. ***Compliance.*** The parties agree that each of them shall not at any time take any action which would ***cause Prospective Instructor or HHC*** to be in violation of any applicable laws and regulations. Neither party shall take any action that will alter the legal classification of Prospective Instructor as any status other than an independent contractor.
- l. ***Right to Legal Counsel.*** Prospective Instructor acknowledges that it has the right to have legal counsel of its own choice to review and approve this Agreement and all laws affecting or related to said Agreement. In the event that Prospective Instructor does not retain legal counsel for the review of this Agreement, Prospective Instructor intentionally, knowingly, and unconditionally, waives the right to such counsel.
- m. ***Counterparts; Electronic Signatures.*** This Agreement may be executed in one or more counterparts for convenience of the parties and shall be given same legal effect as if signed on a single document. Signatures to this Agreement signed by the parties which are scanned and emailed (e.g., in ".pdf" or ".tif" format) or are signed by electronic signature are legally binding and shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

- n. ***Waiver of Business Opportunity Laws.*** The Prospective Instructor hereby waives to the fullest extent such waiver is lawful the application of any Business Opportunity Statute, Seller Assisted Marketing Plan statute, or any similar statute, that is or may be applicable to the Prospective Instructor and/or HHC.
- o. ***Limited Effect of Agreement.*** Any and all terms of this Agreement shall only affect the limited operations of the Prospective Instructor directly relating to the Training Course and do not in any manner whatsoever relate to other operations of the Prospective Instructor.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

This Agreement consisting of seventeen (17) pages (excepting Exhibits) including the signature page (excluding exhibits, amendments, and addendums) is entered onto on this ____ day of _____, 20____ at Columbia, South Carolina.

HHC



Jan Pinnington, President

Promo Trainers LLC,

dba Healthy Hands Cooking

Email: support@healthyhandscooking.com

PROSPECTIVE INSTRUCTOR

(Sign your name above)

Name: _____

Email: _____

EXHIBIT A

Description of the Training Course

Description:

Healthy Hands Cooking's Instructor Certification is a patent-pending healthy cooking certification and a cooking class training program. This online self-study training program teaches participants how to provide healthy cooking classes to third party students that are operated in an efficient, effective, safe and healthy manner.

Training Curriculum

HHC INSTRUCTOR CERTIFICATION MODULES

Module 1: Getting Started

Module 2: Business 101

Module 3: Building Your Business

Module 4: Food Handling Safety

Module 5: Media Plan

Module 6: Sample Marketing Plan

Module 7: HHC Classes and Student Kits

Module 8: Recipe & Nutrition Instructions

Module 9: Growing Your Business

Module 10: Forum and Support

Module 11: Instructor Websites

*Additional Mandatory Requirements for Certification:

- Food Handling Safety Course: (outside vendor)
- Food Allergy Training Course: (outside vendor)
- Criminal/Sex Offender Background Check - (outside vendor)

EXHIBIT B

Registered HHC Marks

Mark 1:

Healthy Hands Cooking Certified Instructor (word mark)

Mark 2:



Color version



Black & white

HEALTHY HANDS COOKING

INSTRUCTOR BRAND GUIDELINES

Revised: 11/2016



Correct



Color version



Black & white

Incorrect



Rearranging the logo



Changing colors



Changing words



Skewing the logo

Font

Open Sans Bold

#2FC0CC - 20px

Open Sans regular

#222 - 15px

Guidelines

HHC is a bright and vibrant brand, so feel free to take advantage of the colors in your own materials. The certified instructor logo is optional and may be used for self-promotion purposes only. If used, it must be large enough to be legible.

Please use the certified instructor logo and not the seal alone.

Colors

Sky blue

#2FC0CC

Cherry Pie

#BF1E2E

Kermit the Frog Here

#B9D536

Copper Penny

#FD9948

Sea at Dawn

#009BA7