

## TRAINING AGREEMENT

This Training Agreement (“Agreement”) is entered into between Promo Trainers LLC dba Healthy Hands Cooking (“Company-Trainor”) and \_\_\_\_\_ (“Independent-Trainee”).

### RECITALS:

1. Company-Trainor has developed (i) Healthy Hands Cooking that is a one-of-a-kind Patent-Pending cooking instruction, certification and business training program to help fight childhood obesity and improve the health of children and families (“Proprietary Knowledge”), and (ii) Company-Trainor owns the right to provide and distribute in the United States and Canada certain Proprietary Knowledge utilized in providing the online proprietary Healthy Hands Certified Instructor Training Course (“Training Course”) and Certification Program (“Certification Program”). The Independent-Trainee on successful completion of the Training Course becomes a Healthy Hands Cooking Certified Instructor (designated in this Agreement as a “Certified Instructor”). The Training Course is more particularly described in **Exhibit A. (Description of Training Course)** attached hereto and incorporated by reference herein; and
2. Company-Trainor has the exclusive rights in the United States and Canada to offer and control the use of the trademarks set forth in **Exhibit B (Marks)** attached hereto and incorporated by reference herein; and,
3. Company-Trainor desires to grant use of rights as defined in Recital 4 below for a specific term where Independent-Trainee has the unconditional right to instruct third parties on the use and preparation of food and food and food products; and
4. The Rights under this Agreement include: [i] receiving the timely delivery of the Proprietary Knowledge from the Company-Trainor for the Training Course, and [ii] upon the successful completion of the Training Course, the right to commercially utilize under the terms of this Agreement the above mentioned Proprietary Knowledge utilized in the Training Course, and [iii] utilize the Marks pursuant to the limitations as set forth in this Agreement. All three (3) of the above mentioned elements in aggregate are called the “Rights”; and
5. In addition to the use under this Agreement by the Independent-Trainee of the above mentioned Rights, there is an additional resource for use *only* by and at the *option* of the Independent-Trainee *after* he/she becomes a Certified Instructor. That resource is the Healthy Hands Cooking Instructor Community (called “Healthy Hands Cooking Instructor Community” or “HHCIC”), which is described in its own membership Agreement.
6. Independent-Trainee desires to obtain the right to use the Rights pursuant to the terms of this Agreement; and
7. Company-Trainor desires to grant the Rights to the Independent-Trainee to utilize said Rights; and

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. **GRANT AND ACCEPTANCE OF RIGHTS.** Subject to the terms and conditions in this Agreement, Company-Trainor hereby grants to Independent-Trainee, and Independent-Trainee hereby accepts, under this Agreement, for the use of the Rights. The definition of the term “Rights” is set forth in Recital 4. of this Agreement and is incorporated by reference into this Agreement.
2. **OWNERSHIP RETAINED BY COMPANY-TRAINOR IN RIGHTS.** The Rights grants to the Independent-Trainee the right to commercially use the Rights during and under the terms of this Agreement. At no time does this Agreement grant to Independent-Trainee any ownership rights in the Rights. Further, Independent-Trainee shall not represent, directly or indirectly, that it is the owner or has any rights in the Rights other than those rights granted by this Agreement.
3. **USE OF THE RIGHTS BY INDEPENDENT-TRAINEE.** The Independent-Trainee shall use the Rights subject to the following terms and conditions:
  - a. **Training.** For no additional charge, the Company-Trainor shall provide training to the Independent-Trainee solely in the use, skills, techniques, applied data, food safety (e.g. the maintaining of a 10:1 ratio of class instruction) and application of the Proprietary Knowledge as described in Exhibit A, and that shall begin at any time upon acceptance of this agreement as online access will be provided by Company-Trainor to Independent-Trainee upon receipt of payment.
  - b. **Training as Pre-Condition to the Public Use of Rights with Third Party Clients.** Independent-Trainee agrees that Independent-Trainee shall not represent to the public in any manner whatsoever that it is trained in the Proprietary Information until it has received a written certification from the Company-Trainor that it has successfully completed and passed the course requirements included in the Training Curriculum.
  - c. **Pre-Conditions to Any Teaching.** Independent-Trainee in any capacity as an instructor must prior to any teaching whatsoever complete three (3) requirements to teach and/or supervise Healthy Hands Cooking classes:
    - (1) Upload a copy of their current, non-expired food handling safety certificate.
    - (2) Upload a copy of their current, non-expired criminal and sex offender background check for U.S. instructors; and a signed Affidavit for Canadian instructors and all other countries.
    - (3) Upload a copy of their current, non-expired Food Allergy Training certificate.
    - (4) Take the Healthy Hands Cooking Test and receive a minimum of 30 out of 40 to pass.
  - d. **Training does not include a Prescribed Marketing Plan.** Company-Trainor has not and shall not provide Independent-Trainee with a *prescribed marketing plan* of any kind whatsoever for marketing the Healthy Hands Cooking benefits of the application of the Rights as commercial products and/or services to third party clients. Any marketing plan shall be developed solely by the Independent-Trainee or its designees. Further, in no manner whatsoever shall there be any training that intentionally or unintentionally affects the *overall operations* of Independent-Trainee’s business utilizing the Rights. This provision does not prohibit Company-Trainor from providing (i) limited information with regard to certain marketing concepts, (ii) provided such training does not constitute under law a *prescribed*

- marketing plan*, and (iii) that such limited marketing training was not a primary inducement to the Independent-Trainee to enter this Agreement.
- e. **Compliance with Laws.** Prior to and while performing work solely under the terms of this Agreement, Independent-Trainee shall comply with all local, State and Federal laws required for the operation of a business utilizing the Rights, and Independent-Trainee shall be responsible for each individual hired by it, either as an employee or an independent contractor, to comply with all local, State and Federal laws involved in commercially utilizing the Rights. Upon request of Company-Trainor, the Independent-Trainee shall provide proof of such compliance with all laws.
  - f. **Other Competing Related Activities.** Nothing contained in this Agreement shall effect or limit Independent-Trainee's right to develop, distribute, advertise market and/or sell any other product or service **so long as said service or product is not confused by reasonable consumers with the Rights or any part thereof.**
  - g. **Quality Standard.** The "quality standard" utilized by the Independent-Trainee in the use of the Rights shall not threaten or do harm to the health and safety of the public and/or to diminish the value or reputation of the Marks, Rights, or any part thereof.
  - h. **Application of Quality Standard.** Independent-Trainee agrees that the Independent-Trainee shall at all times during the term of this Agreement conform in full to the Quality Standard in performing the work contemplated by this Agreement. The compliance with the Quality Standard shall be a *substantive* part of this Agreement and the continued application of it shall never be diminished during the terms of this Agreement.
  - i. **Use of Company-Trainor Name in Business Name of Independent-Trainee.** Independent-Trainee **shall not use in any manner whatsoever** the names or any part of the names included in the Marks (namely; "Healthy Hands Cooking", "HHC", or "Healthy Hands") as, or part of 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, or in its advertising. However, when Independent-Trainee is a member of the Healthy Hands Cooking Instructor Community, Independent-Trainee can use in, at most, and in any advertising piece, the designation of "Healthy Hands Cooking Certified Instructor" in limited use in marketing its commercial or donated services. See **Use of Marks in Exhibit D.**
  - j. **Identification as "Independent-Trainee".** Independent-Trainee may optionally identify to the public through signage and other media that Independent-Trainee is an "Authorized Independent-Trainee of Healthy Hands Cooking" and that Independent-Trainee is trained using Proprietary Knowledge *and* designated as a "Healthy Hands Cooking Certified Instructor". Such identification shall not be done in such a manner that is likely to convey in any manner whatsoever to the public that Independent-Trainee is a franchise or affiliate outlet of Company-Trainor.
  - k. **Copyright Notice.** Any and all use of the Marks shall bear the appropriate copyright information setting forth the ownership of the materials by Company-Trainor or its affiliate.
  - l. **Monitoring Use of Rights** The application and execution of Paragraph 3.h., 3.i., and 3.j. by the Independent-Trainee **shall be regularly and periodically monitored by Company-Trainor** for potential and actual breaches hereof. Independent-Trainee shall fully cooperate with Company-Trainor in the monitoring of the application and execution of this Paragraph, and upon request of Company-Trainor deliver for review

by Company-Trainer all related advertising of the Independent-Trainee. This subparagraph is a substantive provision of this Agreement.

- m. ***Independent-Trainee's Right to Use Other Trade Names, etc.*** Subject to the terms of this Agreement, Independent-Trainee shall have the right to use any trade names or trademarks it deems appropriate and which is lawful in performing the work of its business. Independent-Trainee may register in the name of Independent-Trainee such trademarks (other than the Company-Trainer's trademark, service mark, trade name, logotype, advertising or other commercial symbol that is likely to confuse consumers with said Company-Trainer's marks.) with the U.S. Patent and Trademark Office or any State agency without the approval of Company-Trainer.
- n. ***Prices for Services utilizing the Rights (Proprietary Knowledge).*** All retail prices charged by the Independent-Trainee to its clients for services and/or products shall be solely determined by the Independent-Trainee.
- o. ***Offer of Additional Training and Services.*** From time to time, Company-Trainer may at its sole discretion offer for purchase to Independent-Trainee other products and/or services, including training, not referred to in this Agreement. The Independent-Trainee shall have the sole right to make the determination if Independent-Trainee desires to purchase said products and/or services. The prices of said items shall be solely determined by the Company-Trainer.
- p. ***Procedures.*** Company-Trainer shall establish all procedures for delivery and payment by Independent-Trainee to Company-Trainer under the terms of this Agreement. These procedures shall be delivered to the Independent-Trainee and not changed without giving the Independent-Trainee thirty (30) days written notice.

#### 4. FEES

- a. ***Initial Fee.*** Upon the execution of this Agreement, Independent-Trainee shall pay Company-Trainer the Initial Fee to use the "Rights" under the terms of this Agreement and to utilize the Rights, the sum of Nine hundred and ninety seven Dollars (\$997.00) due and payable on signing this Agreement.
- b. ***Minimum Annual Certification Fee.*** Beginning one (1) year from the date of this Agreement, Independent-Trainee shall pay an annual Certification Fee each year unless Independent-Trainee communicates with Company-Trainer that he/she no longer wishes to maintain use of Rights. The annual certification fee will be Ninety-nine Dollars (\$99.00) per year. This \$99 annual certification fee is waived if Independent-Trainee is an active member of the optional Healthy Hands Cooking Instructor Community (HHCIC) at the time of renewal of the Annual Certification Fee.
- c. ***Other annual requirements.*** Independent-Trainee must maintain and update their non-expired food handling safety certificate, food allergy certificate, and criminal and sex offender background check as identified as a pre-condition to training in 3 c at their own expense.

#### 5. TERM

- a. ***Initial Term.*** The initial term of this Agreement shall be for one (1) year beginning on the date of this Agreement.

#### 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 Company-Trainor.** Company-Trainor may immediately terminate this Agreement forthwith by notice in writing if at any time the Independent-Trainee does any of the following:
- (1) **Failure to Pay Charges or Fees.** The Independent-Trainee 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; and/or
  - (2) **Term Expires.** The term of this Agreement without Company-Trainor renewing and extending the term; and/or
  - (3) **Prohibited Assignment.** The Independent-Trainee 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; and/or
  - (4) **Incurable Breach.** Company-Trainor determines that the Independent-Trainee has breached this Agreement and the breach is not curable even with thirty (30) days of notice of said breach.
- c. **Rights upon Termination.** Upon Termination of this Agreement, the Rights and the use granted under this Agreement shall terminate completely and all rights shall revert to Company-Trainor. Independent-Trainee shall immediately pay to Company-Trainor all sums due under the terms of this Agreement and deliver all materials, if any, to Company-Trainor regarding the Independent-Trainee's use and marketing of the Rights.
- d. **Use of Rights on Termination.** Upon the expiration or termination of this Agreement for whatever reason, the Independent-Trainee at its expense **shall immediately and forever cease to make any use whatsoever of the Rights, the selling of products and/or services utilizing in any manner whatsoever the Rights or any information contained therein.** Company-Trainor shall have the right to enjoin the Independent-Trainee for the breach of this provision.

7. **REPRESENTATIONS OF COMPANY-TRAINOR AND ACKNOWLEDGMENT BY INDEPENDENT-TRAINEE**

- a. **No Earnings Representation.** Independent-Trainee agrees that by Independent-Trainee's use of the Rights, Company-Trainor shall not and has not represented, orally or in writing, that the Independent-Trainee will with certainty earn, or is likely to earn, an amount in excess of the initial payments set forth in Paragraph 4.a. **or** earn any amount whatsoever.
- b. **No Representation as to Market.** Independent-Trainee acknowledges and agrees that Company-Trainor shall not and has not represented specifically to the Independent-Trainee that there is an established, guaranteed, and/or commercial market that can be successfully exploited by the use of the Rights. The Independent-Trainee acknowledges that Company-Trainor has represented to the Independent-Trainee that whether or not there is a substantive commercial market for the exploitation and commercial use of the Rights by the Independent-Trainee is wholly dependent on the business acumen and abilities of the Independent-Trainee as well as the sole due diligence of the Independent-Trainee in ascertaining the viability of said commercial market.

- c. **Marketing Plan.** Independent-Trainee acknowledges and agrees that Company-Trainor shall not and has not provided a *prescribed marketing plan* to Independent-Trainee and represented specifically to the Independent-Trainee that there is a substantive *prescribed marketing plan* that will successfully and commercially exploit the use of the Rights. The Independent-Trainee states and acknowledge that the Company-Trainor has not provided it or prescribed to it any of the following:
  - (1) Marketing. Required or suggested promotional literature, brochures, pamphlets, or advertising materials;
  - (2) Operations. Required or suggested data of any kind regarding management of the business including information on operational, managerial, technical, or financial guidelines or assistance.
- d. **No Buy-Back Representation.** Company-Trainor shall not and has not represented that Company-Trainor 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 Independent-Trainee by Company-Trainor or any third party on behalf of Company-Trainor.
- e. **No Refund Guarantee.** Company-Trainor shall not and has not represented to the Independent-Trainee that Company-Trainor shall refund any paid fees of any kind whatsoever in the event that the Independent-Trainee *is unsatisfied* with the entering into this Agreement and any ramification(s) thereof. Company-Trainor shall not and has not represented to the Independent-Trainee that Company-Trainor may or will pay to the Independent-Trainee the difference between the initial payment and the Independent-Trainee’s earnings derived from the business of the Independent-Trainee.
- f. **No Location Assistance.** Company-Trainor shall not and has not represented to the Independent-Trainee or assisted the Independent-Trainee, directly or indirectly, in determining or finding a location and/or a premises either owned or leased by Company-Trainor or an associate of Company-Trainor for Independent-Trainee’s business, including but not limited to, supplying the Independent-Trainee with the name of a locator company(s) to find the Independent-Trainee a business location.
- g. **No Client Procurement Assistance Promised.** Company-Trainor shall not and has not represented to the Independent-Trainee, directly or indirectly, that Company-Trainor shall provide third party clients to the Independent-Trainee’s business which is the subject of this Agreement.
- h. **Not Related to Company-Trainor.** The Independent-Trainee states and acknowledges that prior to and following the execution of this Agreement, that Independent-Trainee is not related by doing previous business with Company-Trainor or in any other manner whatsoever.
- i. **Read and Understands This Paragraph.** The Independent-Trainee represents and agrees and certifies by placing Independent-Trainee’s initials below that Independent- Trainee has read and understands in whole and in part this Paragraph 7.a. through 7.h **Initials of Independent-Trainee** \_\_\_\_\_

**8. PROTECTION AND NON-DISCLOSURE**

- a. **Acknowledgment of Confidential Information.** Independent-Trainee acknowledges a continuing responsibility with respect to the protection of the Confidential Information of the Company-Trainor known as the Proprietary Information.
- b. **Definition of “Confidential Information”.** “Confidential Information” means all knowledge, information, or trade secrets which are or may become the property of the Company-Trainor, or to which the Company-Trainor may have



access, and that is related to the use of the Rights and the training with regard in any manner to the System. “Confidential Information” also includes the use, design, and alteration of the Proprietary Information or similar method, and Independent-Trainee agrees that it shall not, directly or indirectly, seek to duplicate, recompile, or use the Proprietary Information outside the terms and conditions of this Agreement, including a period of five (5) years following the termination of this Agreement for any reason whatsoever.

- c. ***Ownership of Confidential Information Remains With Company-Trainor.*** That the Confidential Information shall be and shall remain the exclusive and confidential property of the Company-Trainor.
- d. ***Duties of Independent-Trainee and Its Employees.*** For the term of this Agreement (including all extensions thereof) and five (5) years after the end of this Agreement, that the Independent-Trainee and the Independent-Trainee’s employees keep the Confidential Information confidential and to use reasonable, best efforts to ensure that none of Independent-Trainee’s employees or others disclose any Confidential Information to third parties or cause or execute the theft of any Confidential Information.  
***Duty Not To Disclose, Etc.*** For the term described in Sub-Paragraph b. of this Paragraph that Independent-Trainee or its employees shall not copy, publish, or disclose to others, or knowingly allow its employees to copy, publish, or disclose to others, the Confidential Information without the prior written approval of the Company-Trainor.

## 9. INDEMNITY

- a. ***Independent-Trainee Indemnity Obligations.*** The Independent-Trainee agrees at its expense to defend, indemnify and hold Company-Trainor harmless from any and all third party claims, demands, causes of action and judgments (including attorney’s fees, court costs and expert witness fees and claims by anyone or any entity) arising out of (i) Company-Trainor providing Independent-Trainee with the Proprietary Information in commercial use of any kind to its clients, (ii) Independent-Trainee’s advertising, promotion, or sale of any and all Independent-Trainee providing of Services utilizing the Proprietary Information as contemplated or not contemplated by this Agreement, (iii) Independent-Trainee’s misuse of the Rights or the Independent-Trainee business operations directly or indirectly causing injury to third party(s) solely in the performance of this Agreement, (iv) Independent-Trainee in the performance of this Agreement injuring a third party in any manner whatsoever or (v) Company-Trainor withdrawing permission of the Independent-Trainee to use the Rights. In any dispute, Company-Trainor shall be consulted with regard to any admission or settlement that may adversely affect the interests of the Rights or Company-Trainor. Under this indemnity provision in no event shall Company-Trainor be liable for any damages, including without limitation, loss of profits by anyone, arising from or related to the Independent-Trainee’s use of the Rights or the termination of this Agreement, even if Company-Trainor has notice of the possibility of such damages.

## 10. INSURANCE

- a. ***Independent-Trainee’s Insurance.*** As generally required by usage in all businesses and only to that standard determined by the Independent-Trainee for its particular business, Independent-Trainee has determined that it will maintain insurance coverage during the term of this Agreement. Independent-Trainee has determined that it will maintain the following insurances during the term of this Agreement:

- (1) General liability insurance policy of minimum of One Million Dollars.
- (2) Workers' compensation insurance *as required* by the State where the Independent-Trainee is employing third party workers, if any.
- (3) State Disability Insurance for Independent-Trainee's staff employees, if any, *as required* by governing law.
- (4) Evidence of Insurance. Upon the request of Company-Trainor, Independent-Trainee from time to time shall provide written copies of all insurance coverage.
- (5) On all appropriate insurance policies, Independent-Trainee shall cause Company-Trainor to be named as additional insured for the original term and any renewal terms thereof, and that Company-Trainor shall be given at least thirty (30) days prior written notice of any termination, amendment, cancellation or modification thereof. All insurance policies and documents shall be renewed, and upon such renewal and request, a renewal Certificate of Insurance shall be furnished to Company-Trainor prior to the expiration date of the existing term of the policy(ies) in question. Company-Trainor may at any time require the Independent-Trainee to forward to Company-Trainor full copies of all or any insurance policies.

**11. INDEPENDENT-TRAINEE'S STATUS AS INDEPENDENT CONTRACTOR.**

- a. With regard to the operation of Independent-Trainee's business utilizing the Rights, and notwithstanding any other provision of this Agreement, this Agreement shall not render the Independent-Trainee an employee, partner, agent, joint venturer, or franchisee, with Company-Trainor for any purpose. The Independent-Trainee is particularly not a franchisee because as a condition to do the business of the Independent-Trainee under this Agreement, Company-Trainor has *not* imposed the following: (i) there is no common prescribed marketing plan determined by Company-Trainor for the Independent-Trainee's business or product or service and (ii) as an independent contractor the Independent-Trainee is free to perform the work of Independent-Trainee's business in any manner Independent-Trainee deems appropriate and not by way of any supervisory arrangement or direction such as a franchise. Any education in the use of the Rights for use of the Rights are for the health and safety of the public and specifically and intentionally NOT to control or influence in any manner whatsoever the overall operations of Independent-Trainee's business.
- b. Under the terms of this Agreement, the Independent-Trainee is an Independent-Trainee and will always remain under this Agreement solely in an Independent-Trainee relationship to Company-Trainor.
- c. Company-Trainor shall not be responsible for withholding taxes with respect to the Independent-Trainee's earnings and/or compensation hereunder. The Independent-Trainee shall have no claim against Company-Trainor 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 INDEPENDENT-TRAINEE IS SOLELY AN INDEPENDENT-TRAINEE AND NOT AN EMPLOYEE OF COMPANY-TRAINOR. NOTWITHSTANDING ANY OTHER PROVISION OR PROVISIONS OF THIS AGREEMENT. THE PERFORMANCE BY THE INDEPENDENT-TRAINEE SHALL (i) BE SOLELY CONTROLLED BY THE INDEPENDENT-TRAINEE AS TO THE MANNER IN WHICH THE WORK UNDER THIS AGREEMENT IS PERFORMED, (ii) THE TIME REQUIRED TO PERFORM



THE WORK, (iii) THE INDEPENDENT TRAINEE OR THEIR COMPANY-TRAINER TRAINED EMPLOYEES THAT PERFORM THE WORK, AND (iv) THE METHOD, TECHNIQUES, TOOLS AND EQUIPMENT UTILIZED TO PERFORM THE WORK. TO PERFORM THE WORK UNDER THIS AGREEMENT, THE ORDER AND SEQUENCING OF ALL WORK IS UNDER THE SOLE CONTROL OF THE INDEPENDENT-TRAINEE. THE INDEPENDENT- TRAINEE IS NOT SUBJECT TO DISMISSAL BY COMPANY-TRAINER FOR REASONS OTHER THAN THE NON-PERFORMANCE OF THE AGREEMENT AS ONLY SET FORTH IN THE AGREEMENT. THE INDEPENDENT-TRAINEE IN PERFORMING THE WORK CONTEMPLATED BY THIS AGREEMENT IS NOT UNDER THE SUPERVISION IN ANY MANNER WHATSOEVER OF COMPANY-TRAINER. COMPANY-TRAINER AGREES THAT THE INDEPENDENT-TRAINEE SHALL ULTIMATELY PROVIDE ALL TECHNIQUES, EQUIPMENT, TOOLS, CONCEPTS THAT INDEPENDENT-TRAINEE SOLELY DEEMS NECESSARY TO PERFORM THE WORK UNDER THE AGREEMENT, WHETHER LEARNED FROM THE COMPANY-TRAINER OR NOT. THE INDEPENDENT-TRAINEE UNDERSTANDS AND AGREES THAT THE INDEPENDENT- TRAINEE MAY EARN A PROFIT OR SUSTAIN A LOSS IN THE PERFORMANCE OF THE WORK UNDER THIS AGREEMENT, AND THAT COMPANY-TRAINER IS NOT RESPONSIBLE TO THE INDEPENDENT-TRAINEE FOR SUCH PROFIT OR LOSS. INDEPENDENT-TRAINEE SHALL DEVOTE SUCH TIME TO THE PERFORMANCE OF THE WORK UNDER THE TERMS OF THIS AGREEMENT AS THE INDEPENDENT-TRAINEE SHALL SOLELY DETERMINE. THE INDEPENDENT-TRAINEE SHALL SOLELY DETERMINE THE HOURS OF WORK AND THE PLACE OF WORK.

## 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. **Interpretation.** The parties are equally responsible for the preparation of this Agreement and in any judicial proceeding the terms hereof shall not be more strictly construed against one party than the other.
- c. **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.
- d. **Recitals and Headings.** The recitals and headings of this Agreement are part of this Agreement and should be considered equally with other terms and words when interpreting said Agreement.
- e. **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.
- f. **Assignments.** Without a signed separate agreement, Independent- Trainee 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 without the prior written consent of Company-Trainer. This provision shall not in any

- manner whatsoever prohibit the Company-Trainor from transferring its duties, rights, and obligations under this Agreement to any party or parties.
- g. **Entire Agreement.** This Agreement constitutes the entire agreement between Company-Trainor and Independent-Trainee with respect to the subject matter hereof and shall not be modified, amended or terminated except by the written consent of both parties hereto or except by another agreement in writing executed by the parties hereto.
  - h. **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.
  - i. **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 the jurisdiction of the State of South Carolina and any venue of any court within the State of South Carolina in the event that any lawsuit or action is filed by either party with regard in any manner whatsoever to the inducement to enter into this Agreement, the execution and/or the performance of this Agreement.
  - k. **Compliance.** The parties agree that each of them shall not at any time take any action which would *cause Independent-Trainee or Company-Trainor* to be in violation of any applicable laws and regulations. Neither party shall take any action that will alter the legal classification of Independent-Trainee as any status other than an independent trainee.
  - l. **Right to Legal Counsel.** Independent-Trainee represents 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 Independent-Trainee does not retain legal counsel for the review of this Agreement, Independent-Trainee intentionally and knowingly waives the right to such counsel.
  - m. **Electronic Signatures.** Signatures to this Agreement signed by the parties which are scanned and emailed or signed by electronic signature are legally binding.
  - n. **Waiver of Business Opportunity Laws.** The Independent-Trainee hereby waives the application of any Business Opportunity Statute or Seller Assisted Marketing Plan statute that is applicable to the Independent-Trainee and/or Company-Trainor where such waiver is lawful. [*Business Opportunity and Seller Assisted Marketing Plan Statutes require the registering of the representations of Company-Trainor and the elements of the business opportunity with the appropriate State. The registration statement sets out the terms and conditions of the investment as well as the business and personal history of the party(s) offering the business opportunity. All of this information is also contained in a Disclosure Statement. Company-Trainor is required under these laws to give a copy of a Disclosure Statement to the potential Independent-Trainee before any money is transferred. Not all States have such Business Opportunity Laws.*] In the

event that compliance with these laws is determined necessary or advisable by counsel of the domicile of the State of compliance, the parties mutually agree to so comply with said laws.

- o. **Limited Effect of Agreement.** Any and all terms of this Agreement shall only effect the limited operations of the Independent-Trainee that directly pertains to performing the duties related to providing the services utilizing the Proprietary Information and does not in any manner whatsoever pertain to the overall operations of the Independent-Trainee.

This Agreement consisting of eleven (11) pages including the signature page (excluding exhibits, amendments, and addendums) is entered onto on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ at **Columbia** South Carolina.

**COMPANY-TRAINOR**

**INDEPENDENT-TRAINEE**



\_\_\_\_\_  
Jan Pinnington, President  
Promo Trainers LLC dba Healthy Hands Cooking

\_\_\_\_\_  
Sign your Name (box above) -  
Electronic Signature

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

\_\_\_\_\_  
Ph: \_\_\_\_\_

Email: support@healthyhandscoking.com

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.

**EXHIBIT B.  
List of Marks**

**Mark 1:**

Healthy Hands CookingΔ Certified Instructor

**Mark 2:**



**Mark 3:**



**EXHIBIT C.**  
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 Course (outside vendor)
- Background Check – (outside vendor)



**EXHIBIT D.  
Use of Marks**

**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