

Sunny Hollow Farms Chef Agreement
Route 1, Box 50, Auburn, WV 26325 Phone: (304)349-2589,
E-mail: orders@sunnyhollowfarms.com

You and Sunny Hollow Farms agree as follows:

1. GENERAL

1.1 In this agreement:

- (1) "The Company" means Sunny Hollow Farms.
- (2) "You" means the Chef.
- (3) Compensation Plan means the Sunny Hollow Farms Compensation Plan set forth in Section 6 of this Agreement and in other materials provided by the Company, as amended from time to time.

1.2 You will receive commission and bonus payments in accordance with the terms and conditions of the Compensation Plan.

2. CHEF'S RIGHTS

2.1 Where notice of termination is given during the term of this Agreement the Company will repay you within fourteen (14) days any monies which you have paid to the Company under this agreement less:

- (1) Any amount due from or paid by you for products that you have sold or used;
- (2) An amount equal to the value of any other product which has been delivered to you and which you have not returned to the Company or delivered to a person designated by the Company to receive it, including the purchase of sales aids.

2.2 Upon termination, the Company will buy back product and sales aids which you have purchased in the last twelve (12) months that are in a marketable and in resalable condition at a price which is not less than ninety percent (90%) of the price which you paid for the product less any commissions paid to you in connection with that purchase, as set forth in the Sunny Hollow Farms Business Guide.

2.3 Your rights under this paragraph 2 are subject to the Company's right to require the payment of all sums paid or credited to you as commissions under the Sunny Hollow Farms Compensation Plan in respect of any such product returned to the Company.

3. CHEFS' OBLIGATIONS

3.1 You confirm that you have the opportunity to participate in the Compensation Plan and agree to abide by the U.S. Direct Selling Association Code of Ethics provided to you, and by any amendments or additions thereto sent to you from time to time, as if they were sent out and incorporated in this agreement.

3.2 You will conduct your business in accordance with the Company's trademark policies and advertising regulations set out below and in the Company's literature provided to you.

3.3 You will comply at all times with reasonable instructions given to you by the Company in relation to the ordering of product for resale for your business as a Sunny Hollow Farms Chef.

3.4 In particular you agree to comply with the following obligations:

- (1) You will comply with all laws, rules, and regulations relating to the conduct of your business as a Sunny Hollow Farms Chef and to the promotion and sale of products such as those supplied by the Company.
- (2) You will conduct your business as a Sunny Hollow Farms Chef in an ethical and honest manner, and will do nothing which may harm or damage the reputation of that business or the Company or bring the Company into disrepute.
- (3) You will not assign or transfer or share in whole or in part such business or any right or obligation under this agreement (which is personal to you) to or with any other person, firm or company, without Sunny Hollow Farm's prior written consent. The Company has the right to assign this agreement at any time.
- (4) You will not make any claims for the Company's products or business that are not set out in, or are contrary or inconsistent with, Sunny Hollow Farm's literature and directions.

(5) You will be responsible for the collection and submittal of all purchases via credit card, check, or money order, with an amount available to cover all purchases. Orders will be shipped upon receipt and clearance of payment.

4. INDEPENDENT STATUS

4.1 As an independent Chef, you will be a self-employed independent contractor and not an employed representative or agent of the Company.

4.2 You will not make any contract as agent for the Company or bind the Company without the Company's express prior written consent.

4.3 You will be solely and personally responsible for all Federal and State taxes resulting from your business as a Sunny Hollow Farms Chef, and will not be treated as an employee for federal or state tax purposes, or for any other reason.

4.4 The Company shall collect and remit all applicable sales tax on products and materials based upon suggested retail price of the products and materials.

5. SPONSORING

You may sponsor others as Sunny Hollow Farms Chefs in accordance with the procedures set out in the Compensation Plan and Business Guide.

6. TERMINATION

6.1 Either you or the Company may terminate this agreement at any time on three (3) business days prior written notice for any reason. Notice should be sent to Sunny Hollow Farms, Inc., attention: President, at the above address.

6.2 The Company may terminate this agreement immediately upon written notice if you commit any breach of this Agreement or if you enter bankruptcy proceedings.

7. COMPENSATION PLAN

Payment originating in this Compensation plan will be contingent upon the completion by you in each one-month period of a minimum of two (2) fully-qualified and verifiable parties of the product which are reported to the Company. In consideration for the independent contractor services provided by you to the Company and the related sale of products, the Company will pay you the following compensation:

- a) as consideration for the performance of your independent contractor services;
- b) as commissions for the sale of the products; and
- c) product sales commission in an amount equal to 25% of the suggested retail price of commissionable product sales generated by you.

8. OTHER PROVISIONS

8.1 **TERM.** This agreement shall have a term beginning on the date of acceptance by the Company and may be terminated by either party, at any time, with or without notice.

8.2 **PROPRIETARY RIGHTS/USE OF COMPANY MATERIALS.** Chef acknowledges that the Company's trademarks, service marks, trade names, patents and copyrighted materials are owned solely by the Company, and that use of such marks and materials by Chef must be in compliance with the Company's written policies, as such may be amended by the Company from time to time. Chef agrees to use only written, recorded or other promotional or advertising materials which have been produced by the Company and/or approved in writing by the Company prior to use and bear its approval designation. The Company has the exclusive proprietary interest in its customer lists, Chef and manager lists, manufacturing procedures and in all operating, financial and marketing materials; and that all such information is confidential. Chef shall not use or disclose such information to any third party except in strict accordance with this agreement. Chef agrees to use Chef's best efforts to keep such information confidential and shall not use such information to sell products other than the Company's products or in connection with any other business during the term of and after termination of this agreement. Upon termination or non-renewal of this agreement, Chef immediately shall cease all use of the Company's trademarks, service marks and proprietary and confidential information and, if requested by the Company, return all such materials in Chef's possession to the Company.

8.3 **NON-SOLICITATION/SALE OF OTHER PRODUCTS.** As an inducement for the Company to enter into this agreement and in consideration of the mutual covenants contained herein, Chef agrees that during the term of this agreement and for a period of one year thereafter, Chef shall not, directly or indirectly, on Chef's own behalf or on the behalf of any other person or entity, solicit, recruit or attempt to recruit any Chef, manager, employee, customer or vendor of

the Company (a) to enter into any business relationship with any other direct sales or network marketing company or individual or (b) to terminate or alter his or her business relationship with the Company.

8.4 **RETAIL SALES** In order to receive commissions and overrides, Chef must comply with the Company's 70% product consumption rule.

8.5 **VENUE/GOVERNING LAW**. This agreement is performable in New York and governed by the laws of the State of New York without reference to its conflict of laws rules. Any legal action concerning this agreement shall be brought in the state and federal courts located in New York, New York.

8.6 **INDEMNIFICATION/OFFSET**. Chef agrees to indemnify and hold harmless the Company, its subsidiaries, affiliates, and their shareholders, officers, agents, employees, and directors, from and against any claim, demand, liability, loss, cost or expense, including, but not limited to, court costs or attorneys' fees, asserted against or suffered or incurred by any of them by reason of, directly or indirectly, arising out of or in any way related to or connected with, allegedly or otherwise, Chef's (a) activities as a Chef including, without limitation, any unauthorized representations made by Chef; (b) breach of the terms of this agreement; or (c) violation of or failure to comply with any applicable federal, state or local law or regulation. The Company shall have the right to offset any amounts owed by Chef to the Company (including, without limitation, the repayment of commissions earned by Chef as a result of product returns) against the amount of any commissions or bonuses owed to Chef.

8.7 **INJUNCTIVE RELIEF**. Chef agrees that the remedy at law for any breach of any provision of this agreement shall be inadequate and that, in addition to any other remedies, in law or in equity, it may have, the Company shall be entitled, without the necessity of proving actual damages, to temporary and permanent injunctive relief to prevent the breach of any provision of this agreement and/or to compel specific performance of this agreement.

8.8 **ATTORNEYS' FEES**. The Company shall be entitled to its cost and expenses, including reasonable attorneys' fees, in enforcing its rights under this agreement.

8.9 **SEVERABILITY**. If under any applicable and binding law or rule of any applicable jurisdiction, any provision of the agreement is held to be invalid or unenforceable, the Company shall have the right to modify the invalid or unenforceable provision or any portion thereof, to the extent required to be valid and enforceable and the remaining provisions shall stay the same. Chef shall be bound by any such modification, which shall be effective only in the jurisdiction in which it is required.

8.10 **AMENDMENT**. The Company may amend this agreement, the Sunny Hollow Farms Compensation Plan, company literature and prices for product without prior notice at any time effective upon publication. In the event of any conflict of the terms of this agreement, the Sunny Hollow Farms Compensation Plan or any other document and such amendment, the amendment shall control.

8.11 **CUMULATIVE REMEDIES/SURVIVAL**. All remedies, rights and powers given to the Company are cumulative, non-exclusive, and in addition to any and all remedies and rights provided by law. The covenants and obligations of Chef to abide by the non-solicitation, trade secrets and confidential information covenants contained herein shall survive termination of this agreement.

8.12 **ENTIRE AGREEMENT**. This agreement and the Sunny Hollow Farms Compensation Plan (which is incorporated herein by reference), as amended from time to time, constitute the entire agreement between Chef and the Company, supersede all prior agreements and no other promises, representations, guarantees, or agreements of any kind shall be valid unless in writing and signed by both parties.

I will conduct my business in accordance with this agreement, the Sunny Hollow Farms Compensation Plan and the other materials provided to me by the Company as they may be amended from time to time. I understand and acknowledge that no person has been authorized to give any information or to make any representation not contained herein or in any Sunny Hollow Farms literature and, if given or made, such information or representation must not be relied upon as having been authorized by the Company.

Chef's Signature

Date: _____

() I have received the copy of the Chef agreement in its entirety.

Sunny Hollow Farms:

Please Send My Chef's Kit to:

Date: _____

Name: _____

Address: _____

City/State/zip: _____

Social Security #: _____