

NON-COMPETE AGREEMENT

This Non-Compete Agreement is entered into as of the last date affixed below by and between Pantry Secrets, LLC, a Utah limited liability company (“Pantry Secrets”); and the undersigned (“Instructor”).

A. Pantry Secrets competes in a competitive industry of providing instruction, recipes, and other valuable information, skills, and training including, but not limited to, bread-making and food storage, to Pantry Secrets’ customers.

B. Instructor desires to work as an independent contractor and participate on a limited basis in Pantry Secrets’ business and further desires that Pantry Secrets share certain instruction, secrets and other information related to Pantry Secrets business with Instructor.

C. Pantry Secrets is willing to train Instructor to work in Pantry Secrets’ business as an independent contractor providing instruction in Pantry Secrets’ products and business to Pantry Secrets’ customers and potential customers.

D. In connection with Instructors work and participation, Pantry Secrets is willing to provide and allow Instructor to have access to certain information which has been developed by Pantry Secrets over a period of several years and at great expense (“Confidential Information”) expressly conditioned upon Instructor’s promise and covenant not to disclose such information or subsequently compete with Pantry Secrets in any way.

THEREFORE, in consideration of the promises, covenants, and conditions herein contained and in further consideration of the execution of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Independent Contractor. Instructor and Pantry Secrets agree that all work and participation by Instructor shall be done and performed as an Independent Contractor. Instructor shall not be considered an employee of Pantry Secrets for any purpose.

2. Subject and Purpose. Instructor acknowledges that Pantry Secrets competes in a highly competitive industry and that Pantry Secrets is justified in taking measures to protect its competitive position and overall ability to compete in its industry. Instructor further acknowledges that Pantry Secrets’ interests as set forth herein are deserving of and intended to be protected by this Non-Compete Agreement.

3. Training and Education. Instructor acknowledges that he/she has no or relatively limited prior training, education, or experience in Pantry Secrets’ industry and business. Instructor further acknowledges that, in connection with and as a result of his/her working closely with Pantry Secrets, Instructor will receive training and education, which training and education are not readily obtainable from other sources, and which training and education will result in Instructor possessing special skills and knowledge in the business of Pantry Secrets.

4. Confidential Information; Trade Secrets. Instructor acknowledges that, during the course of the parties working together, Pantry Secrets will disclose to Instructor and Instructor will otherwise have access to Pantry Secrets' Confidential Information, trade secrets, and other proprietary information which if divulged to Pantry Secrets' competitors would impair Pantry Secrets' ability to compete in the marketplace. Instructor shall not at any time or in any manner, either directly or indirectly use for his/her personal benefit, or divulge, disclose or communicate in any manner any information that is proprietary to Pantry Secrets, including without limitation customer names, telephone numbers and client information, or make copies of client names, telephone numbers, email addresses or physical addresses or any other information that has been given to Instructor from Pantry Secrets.

5. Covenant Not to Compete. In consideration of this Agreement, Instructor agrees that during the time in which Instructor participates in any way with Pantry Secrets' business and for a period of thirty-six (36) months thereafter ("Non-Competition Period"), Instructor shall not anywhere where Pantry Secrets does business, the geographic scope of which is defined below, directly or indirectly engage in any activity which is competitive with Pantry Secrets on Instructor's own behalf or on behalf of any competitor of Pantry Secrets. More specifically, Instructor shall not directly or indirectly engage in competition with Pantry Secrets in the field of bread-making or food storage or any like products, procedures or services provided by Pantry Secrets. Further, Instructor shall not directly or indirectly solicit business from, or attempt to sell, license, consult, or provide the same or similar products or services as provided to customers of Pantry Secrets.

a. Geographic Scope of Business. Pantry Secrets markets its business, products, and services, competes for customers and clients, and otherwise conducts business in the continental United States, in addition to Alaska, Hawaii and Canada. In the event a court of competent jurisdiction concludes that any provision of this Agreement is too restrictive, such provision(s) shall nevertheless be valid and enforceable to the fullest extent permitted by such court, and such provision(s) shall be reformed to the maximum scope, time, or geographic limitations determined appropriate by such court.

b. Tolling of Non-Competition Period. The Non-Competition Period shall be extended by a period of time equal to the greater of: (a) the period of time during which Instructor was in violation of this Agreement; (b) the period of time required for Pantry Secrets to enforce the terms of this Agreement; or (c) the period of time necessary to provide Pantry Secrets with a consecutive thirty-six (36) month period during which Instructor has complied, without interruption, with the terms of this Agreement.

c. Non-Diversion of Business Opportunities. Instructor agrees that during the Non-Competition Period, Instructor shall not directly or indirectly seek to divert any persons, businesses, or entities from continuing to do business with Pantry Secrets or entering into business with Pantry Secrets.

6. Enforcement and Remedies of Covenant Not To Compete.

a. Injunctive Relief. Instructor acknowledges and agrees that any breach of this Agreement, whether actual or threatened, would cause Pantry Secrets to suffer immediate and

irreparable harm for which monetary damages would be inadequate compensation. Therefore, Instructor agrees that, in addition to any monetary damages, Pantry Secrets shall be entitled to an injunction restraining Instructor from rendering any service or engaging in any activity that would breach the terms of this Agreement.

b. Damages. Pantry Secrets may recover from Instructor all damages proximately resulting from Instructor's breach of this Agreement, including any amount Instructor or any third party may be unjustly enriched by Instructor's breach of this Agreement. In connection with determining damages, Instructor shall be required to account for all compensation, profits, monies, or other benefits derived or received by Instructor as a result of any activity constituting a breach of this Agreement.

c. Cumulative Nature of Remedies. The remedies provided Pantry Secrets herein are intended to be and are cumulative and in addition to any remedies provided by any ancillary agreement with Instructor, or any of Pantry Secrets' rights at law or in equity.

7. Duties on Termination. Upon Instructor's ceasing to work with Pantry Secrets or with Pantry Secrets' business for any reason, whether with or without cause, Instructor agrees to promptly deliver to Pantry Secrets all Confidential Information, work in progress, equipment, documents, reports, files, samples, books, correspondence, lists, or other written records which are the property of Pantry Secrets.

8. Voluntary Execution of Agreement. Instructor hereby acknowledges that he/she has executed this Agreement voluntarily and without any duress or undue influence on the part or on behalf of Pantry Secrets, and Instructor hereby expressly acknowledges that Instructor:

a. HAS CAREFULLY READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ACKNOWLEDGES THAT THE COVENANTS AND RESTRICTIONS IMPOSED ON INSTRUCTOR BY THIS AGREEMENT ARE NECESSARY FOR THE REASONABLE AND PROPER PROTECTION OF PANTRY SECRETS;

b. HAS HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT WITH INDEPENDENT LEGAL COUNSEL OR HAS VOLUNTARILY DECLINED TO SEEK SUCH COUNSEL; AND

c. UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, HAS GIVEN CAREFUL CONSIDERATION TO THE COVENANTS AND RESTRICTIONS IMPOSED BY THIS AGREEMENT, AND IS FULLY AWARE OF THE LEGAL AND BINDING EFFECT OF THE SAME.

9. Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, representatives, successors and permitted assignees.

10. Fax Copies. Fax copies of this Agreement and fax signatures thereon shall have the same force, effect, and legal status of originals.

11. Severability. In the event any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts of the Agreement, including without limitation the remaining parts of the paragraph of which the invalid, illegal or unenforceable portion was a part, shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Agreement. The parties further agree to replace any such invalid illegal or unenforceable portion with a valid and enforceable provision which will achieve, to the extent possible, the economic, business and other purposes of the invalid, illegal or unenforceable portion.

12. Waiver. Neither the failure of either party to insist upon the timely or full performance of any of the terms and conditions of this Agreement, nor the waiver of any breach of any of the terms and conditions of this Agreement, shall be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

13. Entire Agreement. This Agreement is intended by the parties to be the final expression of their agreement and constitutes the entire and exclusive understanding and agreement between the parties regarding this subject matter. This Agreement supersedes any previous negotiations, offers, counteroffers, agreements, or representations that may have been communicated or executed by the parties. Any and all such previous offers, agreements, etc. are hereby terminated and canceled in their entirety.

14. Governing Law and Venue. The laws of the State of Utah shall govern this Agreement. Jurisdiction and venue for any action concerning this Agreement shall be solely and exclusively in Utah County, Utah.

15. Attorney's Fees. In the event of any litigation or other proceedings between the parties concerning this Agreement, the prevailing party shall be entitled to the payment by the non-prevailing party of all of its reasonable attorneys' fees, court costs, and litigation expenses.

16. Modification. This Agreement may only be amended or modified by written instrument executed by all parties to this Agreement.

INSTRUCTOR

Print Name

Signature

Date

PANTRY SECRETS, LLC

Jeannie Dayton, Manager

Date

**OFFICIAL PANTRY SECRETS NON-COMPETE AGREEMENT
RETURN INSTRUCTIONS**

YOU WILL NEED TO EITHER EMAIL OR MAIL THE SIGNED COPY OF THIS
NON-COMPETE AGREEMENT IN ORDER TO RECEIVE YOUR INSTRUCTOR KIT
AND COMPLETE YOUR INSTRUCTOR REGISTRATION

EMAIL RETURN INSTRUCTIONS

Please print, sign and scan the Instructor Agreement and Non-Compete Agreement and email them
to info@pantrysecrets.net

MAILING RETURN INSTRUCTIONS

Please print and sign the Instructor Agreement and Non-Compete Agreement and mail them to
Pantry Secrets at 711 West 2760 North Pleasant Grove, Utah 84062