

The parties hereto agree as follows:

APPOINTMENT

Franco's Italy (the "Company") hereby appoints the Chef Representative (the "Chef") to act as its representative to promote and conduct its Interactive Cooking Parties ("Parties") and various other proprietary products and Travel services ("Travel" or "Events" or collectively the "Products") in the non-exclusive territory ("Territory") approved by the Company. The Chef is not authorized to conduct Parties or solicit orders for the Products in any other geographical area outside the Territory. The undersigned does hereby accept such appointment and agrees to act under the terms and conditions specified in this Agreement.

TERM

This Agreement shall be in effect as of the date set forth above, and shall continue for a period of 12 months. Thereafter, this Agreement shall be automatically renewed on a yearly basis thereafter. Notwithstanding the foregoing, either party shall have the right to terminate this Agreement at any time upon thirty (30) day notice, in writing to the other party.

RESPONSIBILITIES/CODE OF CONDUCT

Chef shall use its best efforts to carry itself and to conduct in a professional manner and will refrain from using any inappropriate, vulgar or suggestive language or mannerisms while transaction any business of or conducting any Party associated with the Company and or during its travel or events. Chef shall also use best efforts to conduct successful Parties and/or solicit orders for the sale of the Products by presenting these in a clear, understandable and professional manner. Chef shall promote Parties and/or solicit orders for the Product in accordance with such procedures, prices, and terms and conditions as set forth by the Company from time to time. All Parties and/or orders solicited by Chef will be subject to Company's prior approval.

INDEPENDENT CONTRACTOR

Chef shall provide the Services as an independent contractor and Chef shall not act as an employee, Sales Representative or broker of the Company. As an independent contractor, Chef will be solely responsible for paying any and all taxes levied by applicable laws on its compensation. Chef understands that the Company will not withhold any amounts for payment of any taxes from Chef's compensation.

PAYMENT

During the term of this Agreement, Company shall pay the Chef for its Services under this Agreement the sum of Ninety percent (90%) of any Parties booked; a referral fee of Five percent (5%) of any travel products booked as the direct result of Chef's contact or services provided or a fee of \$1,000 for services rendered during a travel event. Payment shall be made by the 5th day following completion of Chef's services for a Party; or upon receipt of shipment of any products; or upon completion of any Travel Event.

EXPENSES

The Chef agrees to pay or any and all expenses incurred by the Chef in connection with the Services provide for and during a Party, including, but not limited to, travel expenses, food costs, tax fees, etc.

CONFIDENTIALITY

Chef in the course of performing the Services hereunder may gain access to certain confidential or proprietary information of the Company. Such "Confidential Information" shall include all information concerning the business, affairs, products, marketing, systems, technology, customers, end-users, financial affairs, accounting, statistical data belonging to the Company and any data, documents, discussion, or other information developed by Sales Representative hereunder and any other proprietary and trade secret information of Company whether in oral, graphic, written, electronic or machine-readable form. The Chef agrees to hold all such Confidential Information of the Company in strict confidence and shall not, without the express prior written permission of Company, (a) disclose such Confidential Information to third parties; or (b) use such Confidential Information for any purposes whatsoever, other than the performance of its obligations hereunder. The obligations under this Section shall survive termination or expiration of this Agreement.

TERMINATION

(a) Either party may terminate this Agreement for convenience by providing thirty (30) days written notice ("Termination Notice") to the other party.

(b) If Chef violates its code of conduct obligations to be performed under this Agreement, the Company may terminate the Agreement immediately upon notice in writing. Upon receiving such notice, the Chef will cease any and all activities associated with the Company and return any and all proprietary materials to the Company.

ASSIGNMENT

Chef shall not assign any of their rights under this Agreement, or delegate the performance of any of the obligations or duties hereunder, without the prior written consent of the Company and any attempt by Chef to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

GOVERNING LAW

This Agreement is to be construed in accordance with and governed by the internal laws of the State of Tennessee.

DISPUTE RESOLUTION

All disputes under this Agreement shall be settled by arbitration in Tennessee before a single arbitrator pursuant to the commercial law rules of the American Arbitration Association. Arbitration may be commenced at any time by any party hereto giving written notice to the other party to a dispute that such dispute has been referred to arbitration. Any award rendered by the arbitrator shall be conclusive and binding upon the parties hereto.

This provision for arbitration shall be specifically enforceable by the parties and the decision of the arbitrator in accordance herewith shall be final and binding without right of appeal.

SEVERABILITY

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect.

LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION, DAMAGES FOR LOSS OF PROFITS, INCURRED BY THE OTHER PARTY ARISING OUT OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NEITHER PARTY'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT SHALL EXCEED THE AMOUNTS PAID TO SALES REPRESENTATIVE.

INDEMNIFICATION

Each party shall at its own expense indemnify and hold harmless, and at the other party's request defend such party its affiliates, subsidiaries, successors and assigns officers, directors, employees, sublicensees, and Sales Representatives from and against any and all claims, losses, liabilities, damages, demand, settlements, loss, expenses and costs (including attorneys' fees and court costs) which arise directly or indirectly out of or relate to (a) any breach of this Agreement, or (b) the gross negligence or willful misconduct of a party's employees or Sales Representatives;

ENTIRE AGREEMENT; AMENDMENT

This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No

modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the parties.

WAIVER

The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

CAPTIONS

The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement upon completion of the application which shall be deemed as an acknowledgement that the parties have read and agreed to the above and further agree to be bound to same and recognize the completed application as an accepted form of electronic signature.