



Terms of the Chef Non-Compete Placement Agreement

This CHEF NON-COMPETE PLACEMENT AGREEMENT ("NCA") is made between **Private Chef Services LLC d/b/a Toque** herein referred to as "PCS" and any individual submitting the online Questionnaire & Application found at www.toqueprivatechefs.com/areyouachef herein referred to as "CHEF" and "Candidate". The purpose of this NCA is to establish a contractual relationship between PCS and CHEF regarding private chef employment opportunities. "CLIENT", for the purpose of this NCA, is the individual(s) who may employ CHEF and who has hired PCS to locate chef candidates for the purpose of employment.

1. Acknowledgments and Agreements

CHEF acknowledges they are a candidate for an employment position offered by CLIENT.

CHEF acknowledges AND agrees that the opportunity for employment with CLIENT was created by PCS even if CHEF AND CLIENT HAVE PREVIOUSLY EXISTING KNOWLEDGE OF ONE ANOTHER OR A PREVIOUSLY EXISTING PERSONAL OR PROFESSIONAL RELATIONSHIP WITH ONE ANOTHER.

CHEF acknowledges and agrees that PCS has incurred upfront expenses in creating the employment opportunity before CHEF. In view of these expenses, CHEF acknowledges the relationship between the services provided to CLIENT by CHEF and the right for PCS to collect a fee (based on a % of CHEF's total annual compensation) from the creation, establishment, or management of this relationship.

CHEF acknowledges that as a candidate for employment with CLIENT confidential information may be made available to them. CHEF agrees that the use of this confidential information to circumvent the terms of this NCA or any agreement between PCS and CLIENT would constitute a breach of this NCA and subject CHEF to the associated penalties (section 3). Confidential information includes but is not limited to CLIENT contact information.

CHEF acknowledges this NCA may utilize a "Digital Signature." A Digital Signature is a method for CHEF to sign this document digitally. The digital signature is established by CHEF completing AND submitting the NCA Digital Signature Form presented to CHEF.

2. Covenants against Competition.

Competition, for the purpose of this NCA, is defined as any action taken by CHEF that circumvents the fee-based-service-relationship established between PCS and CLIENT OR any action taken by CHEF that directly devalues the terms or purpose of the PCS-CLIENT relationship or the terms or purpose of the service established between PCS, CHEF, or CLIENT.

A. This NCA shall preclude CHEF, for the Duration of the NCA, from soliciting business or sales from, or attempting to convert to other sellers or providers of the same or similar services as provided by PCS, any customer, Client or account of PCS with which CHEF has had any contact.

B. CHEF agrees to not work for CLIENT, or for any entity controlled by CLIENT, in a chef capacity, unless given permission by PCS for up to **one calendar year** following the signing of this NCA. This period of time is considered the "Duration" of this NCA. CHEF agrees to inform the CLIENT of the terms of this NCA if an employment offer is produced by CLIENT for CHEF to consider.

C. In the event that an attorney is employed to protect any right of PCS under this NCA, and PCS is successful in protecting this right, CHEF shall be responsible for PCS' attorneys' fees and costs associated with protecting said right.

3. Penalties

Penalties, for the purpose of this NCA, are financial compensation due to PCS by CHEF in the event CHEF should breach the terms of this NCA either alone OR in collaboration with CLIENT in a manner that refuses, or attempts to prohibit, the right of PCS to collect fees.

Breaching the terms of this NCA may include but is not limited to:

- 1) Agreeing to employment with CLIENT without informing PCS.
- 2) Working for CLIENT prior to PCS receiving fees in full from CLIENT OR prior to PCS giving permission to start work for CLIENT.
- 3) Using confidential information to solicit money or business from CLIENT for a service similar to the service for which the CLIENT hired PCS to provide through CHEF at any time during the Duration of this NCA stated above in Covenants against Competition line B.
- 4) Misrepresenting the terms of employment, specifically annual salary, established between CHEF and CLIENT in a manner that reduces PCS service fee.

In the event of a breach of this NCA by CHEF, CHEF agrees to pay PCS any or all fees not covered by CLIENT. This amount will not exceed \$5000.00 for this NCA and is due in full prior to CHEF working for CLIENT.

Both parties to this NCA have been afforded an opportunity to have counsel review this document and, regardless whether such counsel was retained, both parties agree with the terms contained herein and that this is a document that was drafted and executed by other parties and, as such, any ambiguities should not be presumed to be interpreted in favor of either party.

The interpretation of this NCA shall at all times and in all respects be governed by the laws of the State of Louisiana.

By signing this NCA CHEF and PCS acknowledge and agree to the terms stated herein. Please sign this NCA by following the instructions provided in the email containing this NCA.