



NUTRITION SERVICES

Registered Dietitian Consulting Group

Employee Handbook

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Welcome to Nutrition Services

Nutrition Services was founded by Tracy Koontz in 1999, and built its reputation on quality, customer satisfaction, and employee integrity to be the premier Dietitian consulting group in the Midwest. We pride ourselves in being a workplace that provides dietitian excellence to serve our clients with extraordinary quality every day.

We believe in:

- **Continuous Improvement** – Both for our own professional development and for the services we provide our clients, becoming a better version of ourselves is important to the very core of Nutrition Services, Inc. You are willing to learn, improve and innovate constantly.
- **Rolling Up our Sleeves** – You are willing to dive in head first to get work done and support the team. No one is above lending a hand and ensuring what needs to get done to achieve success.
- **Transparency** – We believe in being honest with our clients and with ourselves. Your willingness to be open, trustworthy and truthful in all company dealings.
- **Creativity** – Our clients rely on our ability to be creative, to think “outside of the box”, and to deliver successful solutions. While you are at Nutrition Services, Inc., you will strive to provide creative ideas and solutions to satisfy clients and help our business grow.
- **Excellence** - Our product is you, our Dietitian, and your demonstration of attention to detail and pride in the highest quality of work for every client and each company we work with.
- **Experiences** – Learning by experience is the way we grow. We should not fear failure, as we can learn and grow from the mistakes we make to help us to always be moving forward. We shouldn’t be afraid of failure if we’re trying, learning, and moving forward. You will push yourself to try new things both personally and professionally, and share lessons learned with your peers.

Nutrition Services, Inc. policies may change at any time, and staff employees are expected to comply with the most current versions. To the extent this Handbook conflicts with any applicable company policy, the policy will govern. If you have questions concerning this Handbook or a policy, consult your supervisor for clarification.

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Attachment

1: Employee Agreement Non-Complete

Policies and Standards

Non-Disclosure Agreement (NDA)

Employees must not misuse confidential information, including internal and client information and communications. It is a condition of employment that the employee signs the Nutrition Services, Inc. Confidentiality and Intellectual Property Assignment Agreement.

Confidential information generally consists of non-public information about a person or an entity that, if disclosed, could reasonably be expected to place either the person or the entity at risk of criminal or civil liability, or damage the person or entity's financial standing, employability, privacy or reputation. Nutrition Services, Inc. is bound by law or contract to protect some types of confidential information, and in other instances Nutrition Services, Inc. requires protection of confidential information beyond legal or contractual requirements as an additional safeguard. Confidential information includes but is not limited to:

- Payroll records, salary, and non-public benefits information
- Social Security numbers, driver's license numbers, state identification card numbers
- Credit and debit card information, and financial account information
- Personnel records, including but not limited to information regarding an employee's work history, credentials, salary and salary grade, benefits, length of service, performance, and discipline
- Individual conflict of interest information
- Computer system passwords and security codes
- Information regarding client accounts including client information
- All information related to patient information
- Nutrition Services, Inc.'s internal business plans, tools, products, and strategy methods

Non-Compete

A Non-Compete will be completed by all employees prior to start of employment. See attachment 1.

Conflicts of Interest

Nutrition Services, Inc. understands that its staff employees may have been or are involved in outside financial, business, professional, academic, public service, or other activities. However, outside activities or commitments, familial or other relationships, private financial or other interests, and benefits or gifts received from third parties may create an actual or perceived conflict of interest between the staff employee and Nutrition Services, Inc. A conflict of interest is a situation, arrangement, or circumstance where the staff employee's outside or private interests or relationships interfere or appear to interfere with those of the company or cast doubt on the fairness or integrity of the Nutrition Services, Inc. business dealings. Every employee is responsible for disclosing to his or her supervisor, any financial or personal interests, activities, or personal or familial relationships that create an actual or perceived conflict of interest.

The purpose of this policy is to establish guidelines for conflicts of interest or commitment that might arise in the course of an employees' duties and external activities. This policy does not seek to unreasonably limit external activities, but emphasizes the need to disclose conflicts and potential conflicts of interest and commitment, to manage such conflicts and to ensure that the company's interests are not compromised.

As a basic condition of employment, all Nutrition Services, Inc. staff members have a duty to act in the company's best interest in connection with matters arising from or related to their employment and other company activities. In essence, this duty means that employees must not engage in external activities that interfere with their obligations to the Nutrition Services, Inc. They may not damage the company's reputation, compete with the Nutrition Services, Inc. interests, or compromise the independence of the company's business activities, or be seen as doing so. Staff employees likewise must not profit or otherwise gain advantage from any external activity at the company's expense or engage in external activities under circumstances that appear to be at the company's expense.

Staff employees must disclose and avoid actual and perceived conflicts of interest or commitment between their Nutrition Services, Inc. responsibilities and their external activities. Depending on the circumstances, employee participation in activities in which a conflict or perceived conflict of interest exists may be prohibited or may be permitted but affirmatively managed.

Confidentiality

Confidential Information and Trade Secrets shall mean all information, ideas, know-how, trade secrets, processes, methods, practices, technical plans, customer lists, pricing techniques, marketing plans, financial information, and all other compilations of information which relate to the business of, and are owned by NSI, which are not known generally to others engaged in the business of NSI and which NSI has taken affirmative action to protect from public disclosure or which do not exist in the public domain. I shall not use, in any way, or disclose any of the Confidential Information and/or Trade Secrets, directly or indirectly, either during the term of my employment or any time thereafter, except as required in the course of my employment with NSI. All files, records, documents, information, data and similar items and documentation relating to the business of NSI, whether prepared by employee or otherwise, coming into my possession, shall remain the exclusive property of NSI.

Intellectual Property

Any and all improvements, intellectual property and inventions (whether or not patentable) conceived or made by an employee either solely or jointly with others during the period of my employment or within one year of the termination of such employment, relation in any way to the activities or business of NSI or conceived or made in the course of my employment or at the expense of NSI, irrespective of whether the same relates to the same activities or business of NSI, shall be the property of NSI, shall be disclosed promptly to NSI, and I shall immediately without further consideration assign, transfer, set over and convey to NSI my entire right, title and interest in and to the same and in and to any and all application, for patents that might be filed thereon and in and to all letters of patent that may issue such applications. I also agree without further compensation to execute any and all applications, assignments and other instruments or documents which NSI deems necessary, convenient or proper in connection with pending patent application covered in this Agreement or in any difference or other contest involving the same.

Anti-Discrimination Policy

Nutrition Services, Inc. provides equal employment opportunities to all employees, applicants, and job seekers, and is committed to making decisions using reasonable standards based on each individual's qualifications as they relate to a particular employment action (e.g., hiring, training, promotions).

No person shall be discriminated against in employment or harassed because of race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, age, status as an individual with a physical or mental disability unrelated to ability, protected veteran status, military status, unfavorable discharge from military service, citizenship status, genetic information, marital status, parental status, ancestry, source of income, credit history, housing status, order of protection status, actual or perceived association with such a

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person or other classes protected by law. This policy includes the commitment to maintaining a work environment based on inclusion and free from unlawful harassment.

Under this policy, no employee or applicant shall be subject to retaliation (including harassment, intimidation, threats, coercion or discrimination) because he/she has engaged, in good faith, in the following activities:

- Filing a complaint under this policy with the Nutrition Services, Inc., or with federal, state or local equal employment opportunity agencies;
- Assisting or participating in an investigation or other activity related to the administration of any federal, state or local equal employment opportunity or affirmative action law;
- Opposing any act or practice prohibited by this policy or federal, state or local equal employment opportunity or affirmative action law;
- Exercising any other right protected by federal, state or local equal employment opportunity or affirmative action law.

Employees and applicants for employment should immediately bring any complaint or retaliation under this Policy to the business owner.

Nutrition Services, Inc. complies with all federal and state laws concerning the employment of persons with disabilities and acts in accordance with such regulations and guidance including the Americans with Disabilities Act (ADA). Employees with any questions or requests related to these laws and guidelines, including the ADA, should contact the company's ownership.

Employee Classification

Types of Worker

Employee status is established at the time of hire and may only be altered via a written statement signed by Nutrition Services, Inc. owner or CEO.

Full Time vs. Part Time

Full time status is defined as an average greater than 32 hour average. Part time status is hours averaging less than 32 hours.

Exempt vs Non-Exempt

The majority of employees are non-exempt, meaning they are entitled by law to at least minimum wage and premium pay for overtime. Exempt employees are not subject to these laws. Exempt status is defined by particular standards set by state law and the Federal Labor Standards Act (FLSA). This class of employee is usually a management or support staff.

Regular vs. Temporary

Regular employees work a regular schedule, either on a full-time or part-time basis. A temporary employee is a person hired for a short period (usually 3 months at maximum) to assist with a project or remedy a staff shortage. A temporary employee is also employed on an "at-will" basis.

Independent Contractors & Consultants

Independent contractors are not Nutrition Services, Inc. employees, but rather self-employed professionals. Unlike employees, they do not operate under Nutrition Services, Inc. direction, and control their own methods, materials and schedules. They are not eligible for Nutrition Services, Inc. benefits.

Employment At Will

Nutrition Services, Inc. abides by the at will employment doctrine, which means in essence that employees have the right to terminate employment without notice and without cause, for any reason. They are employed at will. As an employer at will, Nutrition Services, Inc. also has the right to terminate any employee for any reason, and also without advanced notice, except where federal or state law prohibit such actions.

Compensation and Benefits

Compensation

The amount of compensation you will receive is provided in your Employee agreement. In addition, Nutrition Services, Inc. is required to deduct specific amounts from your paycheck. These deductions may be taken pre-tax or post-tax depending on IRS tax rules.

Exempt employees are expected to work a minimum of 40 hours per week.

Non-exempt employees are expected to work hours agreed to in the Employee agreement.

Required deductions for federal and state taxes

As an employee of Nutrition Services, Inc., there are certain mandatory deductions under federal law that must come out of employees' paychecks.

They are:

- Social security (pre-tax)
- Medicare (pre-tax)
- Federal withholding taxes (pre-tax)
- State withholding taxes (pre-tax)
- Court-ordered garnishments/child support (post-tax)

Voluntary deductions

Voluntary deductions from a Nutrition Services, Inc.'s employee paycheck can include participation in benefits programs such as Simple IRA and Flexible Spending Accounts. These are elective deductions and may be taken pre-tax as laws permit.

Other deductions

Nutrition Services, Inc. may make deductions from an employee's pay for:

- Full day absences for personal reasons or sickness if vacation/sick leave has been exhausted
- Any days not worked in the initial and final weeks of employment
- For hours taken as unpaid leave

Overtime pay

Some employees of Nutrition Services, Inc. are considered to be exempt from overtime.

Exempt status as classified by the Fair Labor Standards Act (FLSA) is for those employed in professional roles, such as those at Nutrition Services, Inc. with a salary (versus an hourly wage).

Non-exempt status is reserved for hourly workers, and they are eligible for overtime when hours are greater than 40 hours in a week. A week is defined as a fixed time period of 168 hours, or seven consecutive 24-hour days. A non-exempt employee may work overtime on the terms defined by Indiana law pending prior authorization by his or her manager. If overtime is anticipated it is the responsibility of the employee to discuss with their supervisor prior to exceeding 40 hours to receive approval of overtime. If approval is not received prior this could result in disciplinary action.

If you have questions about your status, please ask your supervisor.

Pay schedules

Employees at Nutrition Services, Inc. are paid on a biweekly basis via direct deposit.

Paid Holidays

Nutrition Services, Inc. provides the following paid holidays for full time employees:

- New Year's Day
- Memorial Day
- Independence Day
- Thanksgiving Day
- Christmas Day

If an employee selects to work on a "paid holiday" they will be compensated for the hours worked. If an employee selects to be off for the holiday, they will receive holiday pay. They will not be eligible to received pay for both.

Optional Staff Events

Nutrition Services, Inc. provides unpaid, optional benefits to staff members. In the event of optional meetings or provisions, all staff are responsible for mileage driven to and from the event. Nutrition Services releases the obligation of paid time during your participation in the event. If you have questions on what constitutes optional, please reach out to your supervisor.

General Employment Information

Code of Conduct

Employees are responsible to behave appropriately at work. It is the expectation of Nutrition Services, Inc that all employees observe the highest standards of ethics and integrity in their conduct. Unacceptable behaviors include, but not limited to are:

- Theft;
- Fighting;
- Behavior/language of a threatening, abusive or inappropriate nature;
- Misuse, damage to or loss of Nutrition Services, Inc. property;
- Falsification, alteration or improper handling of company-related records;
- Unsatisfactory customer service;
- Disclosure or misuse of confidential information;
- Unauthorized possession or concealment of weapons;
- Insubordination (e.g., refusal to carry out a direct assignment);
- Misuse of the company's electronic information systems;
- Possession, use, sale, manufacture, purchase or working under the influence of non-prescribed or illegal drugs, alcohol, or other intoxicants;
- Solicitation of NSI customers in breach of non-compete;
- Unprofessional communication, including but not limited gossip, inappropriate or explicit language, and any form of communication that disparages the company, its employees, or its stakeholders.
- Selling or soliciting of non-NSI related products or services;
- Any action that violates federal, state or local law.

Credential Maintenance

It is the responsibility of licensed or otherwise credentialed employees to maintain their individual credentials that are required for employment. The payment of professional credentials, licenses, associated professional fees and memberships and continuing education credits will be considered by NSI, but it is not an employee benefit or entitlement. Such expenditures shall be reviewed in advance and, if approved, will be disbursed in the form of a reimbursement to eligible employees.

The professional credential must be issued by an appropriate federal, state or local authority, recognized by the profession's credentialing body.

Reimbursement is subject to availability of funding for this purpose and approval of each individual request.

Travel Guidelines

For some events, NSI will pay for overnight accommodations. You will be financially responsible for any additional expenses, as indicated prior to travel, or damages that occur in your accommodations.

COVID-19 Immunization

In accordance with the Centers for Medicare and Medicaid Services (CMS) rule, issued November 5, 2021, staff must be vaccinated for COVID-19 or obtain a documented exemption as a condition of employment.

Staff members may request an exception from this mandatory vaccination policy if:

- they have a recognized medical condition making the vaccine contraindicated for them or medical necessity requires a delay.
- they have religious beliefs, observances or practices, in opposition of the vaccination.

An exemption request will be completed for each facility dietitian services are provided to. It will be the discretion of each facility to approve requested exemptions, based on their facility policy. If exemptions are not granted the staff member's hours may be reduced, based on facility hours available.

If the exemption(s) is granted any further testing and personal protective equipment will be at the employees own time and expense.

Dress Code Policy

NSI dress code policy applies to all employees.

- Dress should be business casual or business professional attire unless the day's tasks require otherwise, congruent to the dress code of the facility in which services are provided.
- Appearance will be clean and professional, being well-groomed, and wearing clean clothing, that is free of holes, tears, or other signs of wear. Hair will be of a natural color.
- Clothing will be free of offensive or inappropriate designs or stamps.
- Clothing should not be revealing, and should have sleeves.
- Footwear must be of professional style, with a heel height of less than two inches, that is appropriate to the type of work performed. Footwear must fully enclose the foot, toes and heel.
- Name tag is required at all times.

Schedule

Schedules for each month should be entered by the 25th day of the previous month, and updated throughout the month if changes arise. If your schedule changes notify your NSI supervisor via email, and the facility via a phone call and follow up email to ensure adequate communication.

Schedule needs are determined by the needs of each facility and their regulations.

Probationary periods

The probationary period is considered to be the employee's first ninety (90) days. During this time for you will learn about your job and become familiar with Nutrition Services, Inc. Your supervisor will explain Nutrition Services, Inc. policies and procedures, your job duties, and your performance expectations. Your performance will be evaluated by your supervisor to ensure that you understand and are able to meet the expectations. Probationary periods may be extended or reenacted on a case by case basis.

Resignation Procedure

If you decide to terminate your employment, it is recommended that you give at least a thirty (30) day notice to your supervisor in order to maintain a mutually respectful relationship. All resignations must be submitted in writing via email to your supervisor. Vacation hours will not be approved for use following notification of your resignation.

Computers and Technology

Nutrition Services, Inc. information technology systems and the information served by those systems are valuable and vital assets. This includes all computer systems (hardware and software), communication systems (networks, telecommunications, video, and audio broadcast systems), and information (processes, documents, data, text images, etc.) in any form on any media.

Nutrition Services, Inc. information technology systems and all data that reside on them are company property and may only be used in compliance with applicable law and company and department policy. As a user of information resources, you are responsible for knowing about appropriate and ethical use of information in all environments you access, protecting the information you are using from corruption or unauthorized disclosure, working in such a manner as to consider the access rights of others, and following applicable guidelines concerning the use and nondisclosure of passwords and other means of access control.

Nutrition Services, Inc. has the right to monitor all of its information technology system and to access, monitor, and intercept any communications, information, and data created, received, stored, viewed, accessed or transmitted via those systems. Staff employees should have no expectation of privacy in any communications and/or data created, stored, received, or transmitted on, to, or from the Nutrition Services, Inc. information technology systems.

Leaves and Schedules

Leave Policy

Nutrition Services, Inc. provides the following types of leave after the employee has completed their 90 day probationary period. Any leave prior to 90 days will be up to the discretion of management to approve on a case-by-case basis, and will be unpaid. All leave is on a use-it-or-lose it basis that resets on January 1st of each year.

Vacation Leave

Nutrition Services, Inc. defines “vacation leave” as leave needed for personal trips such as vacation, birthdays, weddings, etc. Nutrition Services, Inc. provides vacation time for full time employees as specified in their employment agreement:

Vacation is provided to Full-time employees as specified in your Employee agreement.

Vacation requests should be submitted minimally 30 days in advance through our portal system under your employee account.

Vacation requests will be approved and covered on a case by case basis, with consideration of lead time and availability. Be advised, coverage will not be available Thanksgiving Day, the Friday following Thanksgiving, and the period between December 20th and January 2nd. If you plan time off it is expected you will complete your own work. Discuss with your supervisor how to make this work.

No more than two consecutive weeks of vacation may be taken at a time if it results in the employee being off-site from any facility for more than two weeks.

Vacation hours are forfeited if left unused at the end of each calendar year.

Vacation hours are forfeited upon the end of employment with NSI. Vacation hours may not be utilized within the last 30 days of the end of employment.

Sick Leave

Nutrition Services, Inc. complies with local, state and federal laws for sick leave. In accordance, NSI offers 2 days of unpaid sick leave annually to all full time employees. Sick leave can be used for personal illness or for caring for an ill family member. Missed work hours can be made up at a mutually agreed upon time, as needed.

After 2 consecutive days of sick leave, Nutrition Services, Inc. reserves the right to request proof of illness with a signed doctor’s note.

Sick leave should be requested by 8 am on the day in question via email or phone call to your supervisor (please note: text messages do not suffice).

Return to Work

Due to population NSI serves employees should remain home until:

- Employee is without fever for at least 24 hours (temperature of 100 degrees Fahrenheit or 37.8 degrees Celsius or higher) without the use of fever-reducing medications.
- Free of flu or flu-like symptoms that could be contagious to others.
- Free of any communicable diseases or illnesses, such as Pink eye, Common colds, Chicken pox, Shingles, or any other potentially transmittable illnesses.

Medical and Family Leave

As a company with fewer than 50 employees, please note that NSI is not required to comply with the federal Family Medical Leave Act (FMLA).

However, should a situation come up where leave might be needed for a personal or family medical issue, NSI will review providing unpaid leave or flexible working arrangements on a case-by-case basis for employees in good standing who have worked full time at the company for at least one year.

Bereavement Leave

Nutrition Services, Inc. offers up to 3 days or 72 hours for unpaid bereavement leave for the loss of an immediate family member. Immediate family members are defined as an employee's spouse, parents, children, grandchildren, siblings, and grandparents.

Nutrition Services, Inc. reserves the right to require proof of need for bereavement leave.

Attendance and Punctuality

Given the nature of consultant work, it is expected that employees be consistent in the timing of their visits to each facility, and notify the facility if an altered arrival time is expected.

Break times

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To ensure your general health and productivity, employees are offered paid rest breaks of 15 minutes for 4-6 consecutive hours, or 30 minutes break for more than 6 consecutive hours. If an employee works 8 or more consecutive hours, the employer must provide a 30-minute break and an additional 15 minute break for every additional 4 consecutive hours worked.

Disciplinary Actions

Progressive Disciplinary Policy

Corrective action is a process designed to identify and correct problems that affect an employee's work performance and/or the overall performance of the department. The progressive corrective action process should be handled consistently within each unit and for each problem. However, progressive discipline is not guaranteed, as Nutrition Services, Inc. is an at will employer, and may choose to terminate an employee at any time with or without cause.

The Progressive Corrective Action Process refers to the following actions:

- Counseling or verbal warning;
- Written reprimand and warning;
- Suspension;
- Suspension pending investigation and final determination;
- Specific warning of discharge; and
- Discharge.

Depending on the situation, any step may be repeated, omitted, or taken out of sequence; however, Nutrition Services, Inc. reserves the right to effect immediate termination consistent with our rights as an at will employer. Each case is considered on an individual basis.

Typically, a preliminary meeting or phone conversation is held with the employee to allow the employee an opportunity to understand the nature of the concern and to explain his/her position on the matter. If necessary, the corrective action documentation would then be assembled to summarize the issue, considering any additional information the employee may have provided during the preliminary meeting or phone conversation.

When issuing a corrective action, there should be clear and direct communication between the employee and their immediate supervisor. This communication should include a meeting or phone call between the employee and the supervisor.

However, in cases of serious workplace misconduct an employee can be discharged immediately. Serious workplace misconduct includes, but is not limited to:

- Theft;
- Fighting;
- Behavior/language of a threatening, abusive or inappropriate nature;
- Misuse, damage to or loss of Nutrition Services, Inc. property;
- Falsification, alteration or improper handling of company-related records;
- Unsatisfactory customer service;

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- Disclosure or misuse of confidential information;
- Unauthorized possession or concealment of weapons;
- Insubordination (e.g., refusal to carry out a direct assignment);
- Misuse of the company's electronic information systems;
- Possession, use, sale, manufacture, purchase or working under the influence of non-prescribed or illegal drugs, alcohol, or other intoxicants;
- Solicitation of NSI customers in breach of non-compete;
- Any action that violates federal, state or local law.

Employee Handbook Acknowledgement

This Employee Handbook contains important information about Nutrition Services, Inc., and I understand that I should consult the Nutrition Services, Inc. Ownership, or my supervisor, regarding any questions not answered in the handbook. I have entered into my employment relationship with the Nutrition Services, Inc. voluntarily, and understand that there is no specified length of employment. Accordingly, either the company or I can terminate the relationship at will, at any time, with or without cause, and with or without advance notice.

Since the information, policies, and benefits described herein are subject to change at any time, I acknowledge that revisions to the handbook may occur. All such changes will generally be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Owner or CEO of the Nutrition Services, Inc. has the ability to adopt any revisions to the policies in this handbook.

Furthermore, I understand that this handbook is neither a contract of employment nor a legally-binding employment agreement. I have had an opportunity to read the handbook, and I understand that I may ask my supervisor any questions I might have concerning the handbook. I accept the terms of the handbook. I also understand that it is my responsibility to comply with the policies contained in this handbook, and any revisions made to it.

I understand that this employee handbook is not comprehensive to every issue that may arise and these will be addressed by Nutrition Services, Inc. management on a case by case basis.

I further agree that if I remain with Nutrition Services, Inc. following any modifications to the handbook, I hereby accept and agree to such changes.

I have received a copy of the Nutrition Services, Inc. Employee Handbook on the date listed below. I understand that I am expected to read the entire handbook. Additionally, I will sign the Acknowledgment of Receipt, retain one copy for myself, and return one copy to the Company's representative listed below on the date specified. I understand that this form will be retained in my personnel file.

Signature of Employee

Date

Printed Name of Employee

Attachment 1

Nutrition Services, Inc. Employment Agreement

In consideration and as a condition of my employment and the wages or salary to be paid for services during the term thereof by Nutrition Services Inc., and affiliated or subsidiary companies (hereinafter collectively referred to as "NSI"), I do hereby covenant, recognize and agree as follows:

1. I shall perform and carry out diligently, faithfully and to the best of my ability, all duties assigned and instructions given to me by authorized personnel of NSI; comply with the rules, regulations, policies and procedures of NSI; and act and conduct myself at all times in the best interest of NSI.
2. Confidentiality
 - A. For purposes of this Agreement, Confidential Information and Trade Secrets shall mean all information, ideas, know-how, trade secrets, processes, methods, practices, technical plans, customer lists, pricing techniques, marketing plans, financial information, and all other compilations of information which relate to the business of, and are owned by NSI, which are not known generally to others engaged in the business of NSI and which NSI has taken affirmative action to protect from public disclosure or which do not exist in the public domain. I shall not use, in any way, or disclose any of the Confidential Information and/or Trade Secrets, directly or indirectly, either during the term of my employment or any time thereafter, except as required in the course of my employment with NSI. All files, records, documents, information, data and similar items and documentation relating to the business of NSI, whether prepared by me or otherwise, coming into my possession, shall remain the exclusive property of NSI unless owned by an employee.
 - B. Any and all improvements and inventions (whether or not patentable) conceived or made by me either solely or jointly with others during the period of my employment or within one year of the termination of such employment, relation in any way to the activities or business of NSI or conceived or made in the course of my employment or at the expense of NSI, irrespective of whether the same relates to the same activities or business of NSI, shall be the property of NSI, shall be disclosed promptly to NSI, and I shall immediately without further consideration assign, transfer, set over and convey to NSI my entire right, title and interest in and to the same and in and to any and all application, for patents that might be filed thereon and in and to all letters of patent that may issue such applications. I also agree without further compensation to execute any and all applications, assignments and other instruments or documents which NSI deems necessary, convenient or proper in connection with pending patent application covered in this Agreement or in any difference or other contest involving the same.

The obligations of this Section are continuous and shall survive the termination of my employment with NSI.

1. Restrictive Covenants
 - A. In order to protect NSI substantial time, money, and effort invested in (I) training and development of its employees; (II) technical data; (III) research and development; (IV) commercial plans and strategies; (V) product manufacture, marketing, selling, and servicing; (VI) the development of goodwill among its customers; (VII) other legitimate business interest, I will not directly or indirectly, for a period for One (1) year following the termination of my employment for any reason, work for or consult with any current customer, or client which I served while employed at NSI.
 - B. I will not take any action to assist my successor employer or any other entity in employment solicitation or recruiting any other employee who worked for NSI during any time period when I worked for NSI for a period of one (1) year following the termination of my employment. Such assistance includes identifying to such successors persons working for NSI who have special knowledge regarding NSI's interests as described above.
 - C. I understand that a breach of the restrictive covenant provisions of this Agreement will cause irreparable damage to NSI, the extent of which may be difficult to ascertain, and that the award of damages may not be adequate relief. Consequently, I agree that, in the event of a breach or a threatened breach of the restrictive covenants, NSI may institute an action to compel the specific performance of such covenants, and that such remedy shall be cumulative, not exclusive, and shall be in addition to all other available remedies.

- D. I further understand that, if I shall violate any of the restrictive covenants under this Agreement, NSI shall be entitled to an accounting and repayment of all profits, compensation, royalties, commissions, remunerations or benefits which I directly or indirectly shall have realized, or may realize relating to, growing out of, or in connection with, any such violation, including such resulting from patents or the use of Trade Secrets; such remedy shall be in addition to any other rights or remedies to which NSI is or may be entitled under this agreement.
- E. I hereby agree to indemnify and hold harmless, NSI against and in respect of any and all losses and damages resulting from, relating or incident to, or arising out of any misrepresentation or breach by me of any covenant contained in this Agreement. I further agree to indemnify and hold harmless NSI with respect to all costs and expenses (including reasonable attorney's fees) associated with NSI's prosecution or defense of any actions, suits, proceedings or claims resulting from my breach of this Agreement.
- F. The restrictions contained in this Agreement shall apply in all states in which NSI has conducted business during the (1) year period immediately prior to termination of my employment.
- G. I understand that the non-competition, non-disclosure and non-solicitation obligations contained in this Agreement shall be extended by the length of time during which I shall have been in breach of any of the provisions contained herein.
 - 1. Upon request of NSI at any time during my employment and for a period of one (1) year after termination, I will supply in writing any information as may be reasonable requested by NSI to determine compliance with this Agreement.
 - 2. If any of the covenants or restraints provided in this Agreement are adjudicated to be excessively broad or otherwise unenforceable, said covenant or restraint shall be reduced to whatever extent is reasonable and shall be enforced to such extent. Any provisions of this Agreement not so reduced shall remain in full force and effect.
 - 3. This Agreement does not guarantee continuation of employment for any period after fire date; I reserve the right to terminate my employment at any time for any reason; and NSI reserves the right to terminate my employment at any time for any reason.
 - 4. In the event NSI sells or otherwise transfers the business in which I am involved this agreement may be assigned to NIS successors.
 - 5. Any waiver or amendment of any provision of this Agreement must be in writing and signed by all parties.
 - 6. This Agreement shall be governed by, and construed in accordance with the laws of the State of Indiana. Any action brought with respect to this Agreement shall be brought into the courts of Kosciusko County, Indiana.