

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' 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.

I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS EMPLOYEMENT AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS RESTRICTIONS.

Name (Print Name)

Date:_____

Signature