

nutrIVA GROUP

Staff Handbook

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SECTION 2 BELIEFS AND OVERVIEW

NUTRIVA GROUP OVERVIEW

Welcome to the Nutriva Group! The [Nutriva Group](#) is a multi-faceted, innovative group of agri-businesses located in Abbotsford, BC. The Nutriva Group focuses on developing and managing whole food value chains that begin with progressive, environmentally responsible farm practices and end with functional food products that embody natural nutrition innovation to improve the health and well-being of Canadians.

The Nutriva Group primarily provides human resources and management to several functional food and agri-businesses including **Nutritech Solutions**, **Bakerview EcoDairy**, **Dairy Innovation Association**, **Nutrifoods Market**, **Bradner Transport** and **Vitala Foods (formerly Nutrifood Solutions)**.

Nutritech has several divisions including specialty feed ingredient distribution, **Dairysmart Nutrition** services, **Diverse Byproducts**, which distributes whey and whey permeate to hog and dairy farms, and **Fraser Analytical Services**, which is focused on forage and feed analysis.

Bradner Milk Transport transports specialty raw milk between farms and processors.

Bakerview EcoDairy operates a dairy farm operation, including an Agri-tourism operation in cooperation with the **Dairy Innovation Association** a BC non-profit society.

The **Nutrifoods Market** was launched in June 2010 and is based on a desire to bring the highest quality natural and functional food products under one roof, focusing on a unique shopping experience that holds up the principles of natural, healthy and local.

Vitala Foods develops and markets Vitala brand products which include retail and food service products such as Vitala 2% and 3% Milk, Vitala Eggs and Vitala Yogurt.

MISSION STATEMENT AND CORE BELIEFS

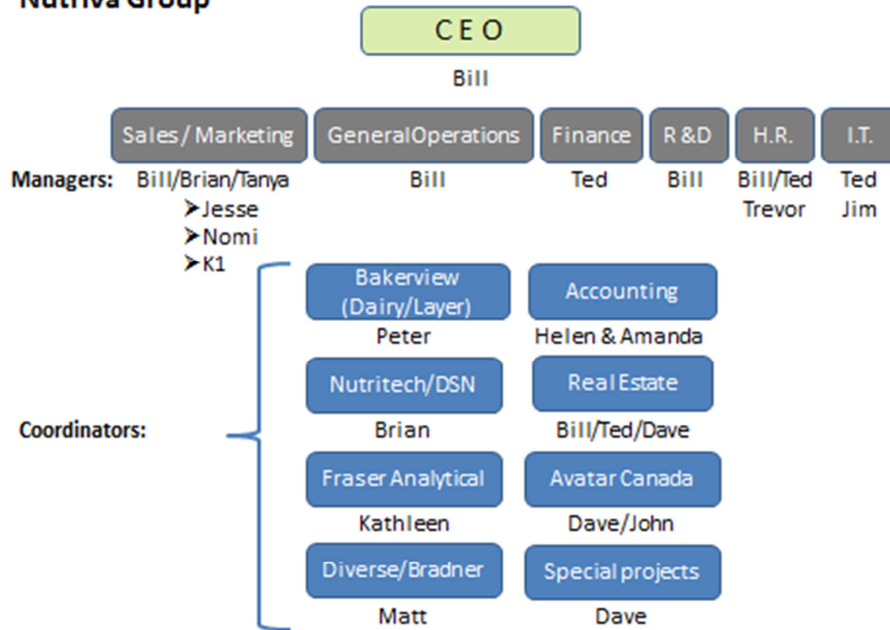
“Bringing healthy foods to the world.”

CORE VALUES

- *Open and Honest*
- *Win-Win*
- *Find solutions (own the problem)*
- *Make a difference*

OPERATIONAL STRUCTURE

Nutriva Group



THE LEADERSHIP TEAM

Overall operational and strategic leadership for the Nutriva Group and the various companies under its jurisdiction is provided by the CEO in collaboration with division managers. The Nutriva Group also utilizes the assistance of contracted advisors for Human Resource management, Finance, and Special Projects.

SECTION 03 GENERAL EMPLOYMENT

EMPLOYMENT CRITERIA

The Nutriva Group recruits employees based on qualifications that include personality, knowledge and experience. Personal Style Indicator testing is used extensively as a tool for making hiring decisions.

EMPLOYMENT CLASSIFICATIONS

Eligibility for benefits and privileges is determined by employment classification. An employee may be employed in one of the following classifications:

- **Full-time:** An employee who works a regular schedule on an ongoing basis, and who has been designated as a full-time salaried or hourly employee.
- **Part-time:** An employee who is guaranteed a minimum of 20 hours per week on an ongoing basis.
- **Casual:** An hourly employee who works a varied schedule of hours that average less than 20 hours per week.
- **Temporary:** An employee who has been hired for a specific period of time and whose employment is terminated at the end of the assignment. Eligibility for benefits and privileges is determined by employment classification that will be specified in the employment offer.

CHECKING OF REFERENCES

All applicants are asked to provide references, which will be checked prior to any final decision being made.

EXPECTATIONS

Basic Principles for a Positive and Engaged Workplace

Every member of the workplace in every interaction treats each individual, whatever his or her job, with respect.

In addition, positive and engaged employees:

- Are inclusive – everyone has a sense of belonging
- Support each other's success
- Acknowledge and accommodate differences in needs, knowledge, and ways of doing things
- Recognize each other's contributions
- Treat others with respect
- Let others know what they need from them, courteously and with consideration for their time
- Listen to others actively – are curious about what others are really saying
- Take personal responsibility for discussing behavior that makes them uncomfortable
- Address issues directly with the person involved
- Believe in each other's positive intent
- Forgive each other and themselves – when problems occur
- Take actions to make things better, forgive, and let go
- Respect each other's confidences

What You Can Expect

Job Description and Expectations

- When you are hired, you can reasonably expect to come into a well-defined role, with clear expectations. Normally, the role and expectations would begin with a job description or job profile enhanced by Nutriva Group Core and Leadership Competencies.

Performance Plan, Check-Ins and Review

- Regular performance planning will normally begin in the probationary or trial period. This is an opportunity for you and your supervisor to assess the fit of your position
- Once you have passed your probation or trial period, your supervisor should schedule performance planning, “check-in” and end of period review meetings. The plans ensure you are clear on expectations, the “check-ins” allow for progress updates and the reviews “close-off” the year in preparation for a new plan and year.

Feedback and Coaching

- Supervisors have a responsibility to support you as an employee in the performance of your duties and this sometimes requires constructive feedback on unsatisfactory performance or inappropriate behavior. This is not discipline; rather it is collegial mentoring and guidance.
- Feedback should also provide encouragement and recognition of work well done.
- You can also expect your supervisor to provide practical coaching on the technical and other aspects of your position. As part of your mutually developed career progression plan you and your supervisor may also identify developmental opportunities in related areas.

Performance Improvement

- In situations where your supervisor has concerns related to your performance, they are responsible for developing and implementing a performance improvement plan. This process precedes, and hopefully negates the need for, either progressive discipline or other actions.

Team Building, Change, Communication and Dealing with Conflicts

- Supervisors are responsible for ensuring the smooth operation of your area of responsibility. This includes a commitment to teamwork, managing change, ensuring regular and clear communication and dealing with conflicts as they arise.
- Employees can expect you to take actions that will ensure a positive and productive work environment.

What We Expect

Honesty and Integrity

- You have the responsibility to represent Nutriva Group in a professional manner.
- We expect you to conduct yourself with honesty and integrity.

Performance

- When performing your job, you must meet a reasonable and acceptable standard. This includes the following:
 - Being reasonably careful, and not careless, in the performance of work; being reasonably efficient in your work; properly carrying out your job duties;
 - Carrying out the lawful directions or instructions of your supervisor in a cooperative manner;
 - Working co-operatively with co-workers; and
 - Accepting your supervisor’s coaching and feedback to improve performance.
- You must make every effort to attend work capable of safely performing your duties (e.g. being sober and physically and mentally able). If you cannot, you are expected to ask for assistance or accommodation.

HIRING OF A RELATIVE

A relative is defined as spouse, parents, grandparents, grandchildren, any children with whom the employee has a parent/child relationship, brothers, sisters, aunts, uncles, nieces, nephews, cousins, and include such relatives resulting from a common-law relationship. All potential employees must divulge the names and positions of any relatives employed by The Nutriva Group. A direct reporting relationship between relatives will be avoided to prevent potential conflicts of interest.

PERSONNEL FILES

Employee information is retained in accordance to the Personal Information Protection Act of BC (PIPA). All employee records are confidential and are kept at the Nutriva Group Administration Office.

Access to the employee's personnel file is restricted to:

- The employee (to their own file) in the presence of a representative from the Administration Office or their supervisor
- The employee's Supervisor
- Members of the Leadership Team
- Payroll personnel

PERSONAL APPEARANCE GUIDELINES

The intent of the Personal Appearance Guidelines is to support and assist employees in projecting a professional image in the eyes of our customers and professional peers.

Employees are expected to dress appropriately, neatly and modestly remembering at all times their role as ambassadors for the Nutriva Group.

Body piercing should appear professional, not excessive. Tattoos should be kept covered and not visible to customers or the general public.

SECTION 04

PAY AND WORKING CONDITIONS

SALARY/REMUNERATION

Pay Days

There are twenty-four or twenty-six pay periods per year, depending on the business unit. Nutriva Group offers a direct deposit service for employees. Pay will be deposited directly into an employee's bank account for each pay period. Casual labour is paid once per month.

Hours of Work

Depending on unit, generally full time employees are expected to be at work 8 hours per day from Monday through Friday which includes an unpaid 30 minute lunch break.

ALTERNATIVE WORK OPTIONS

The Nutriva Group recognizes the changing needs of the workforce and is willing to explore the feasibility of individual requests made by employees for alternative work options. Alternative work options are at the complete discretion of the Nutriva Group and will be considered based on operational requirements. They are also subject to change at any time. The following options may be considered for some positions, subject to meeting operational requirements the Nutriva Group:

- A. Job Sharing
- B. Flex Time
- C. Compressed workweek

PAY FOR STATUTORY HOLIDAYS

To be eligible for a paid statutory holiday, an employee must be employed for at least 30 calendar days prior to the statutory holiday.

If an employee is full-time and has worked or earned wages for at least 15 of the last 30 days before the statutory holiday, the employee will be paid the same amount as if they had worked regular hours on the day off.

If an employee has worked fewer than 15 of the 30 days prior to a statutory holiday they are entitled to pro-rated statutory holiday pay. This amount is calculated by dividing the total wages (excluding overtime) earned in the 30-day period prior to the statutory holiday by 15.

OVERTIME

It is not a policy or practice of the Nutriva Group to require overtime work. However, depending on the business unit, overtime may be necessary. **Prior** approval must be obtained from a Supervisor.

Overtime will be paid to an hourly employee for all time worked in excess of 15 minutes of the scheduled shift for time worked in excess of 8 hours in a day. Overtime will be paid at a rate of one

and one-half times the regular wage for the time over 8 hours, and two times the regular wage for any time over 11 hours in a day. For drivers, overtime will be paid for time worked in excess of 9 hours in a day at a rate of one and one-half times the regular wage. Double time does not apply to drivers.

BREAKS

Breaks are determined according to the number of hours being worked and in compliance with the Employment Standards Act. Paid coffee breaks remain at the discretion of the Nutriva Group. Employees will not be compensated for missed breaks.

Lunch breaks are generally unpaid but are paid if the employee is required to be available for work during his or her lunch break.

ABSENCE DUE TO WEATHER CONDITIONS

During times of inclement weather, employees are expected to make an effort to safely report for work.

PROBATION PERIOD

Probation periods are generally for a 3-month period or as outlined specifically in the Letter of Employment.

If an annual salary increase occurs within the employee's probation period, any adjustment that may be applicable will take place following successful completion of the probation period.

SECTION 05 EMPLOYEE BENEFITS

Nutriva Group employees are entitled to group benefits in accordance to the company's plan in place from time to time. Statutory benefits required by law include Employment Insurance, Canada Pension and Workers' Compensation. The Nutriva Group offers a competitive group benefits plan to full-time and part-time employees and eligible dependents. The group benefits plan is a unified package. With the exception of basic medical, extended health and/or dental coverage, specific benefits may not be chosen separately. Participation in these benefits may be waived, provided an employee has duplicate coverage under another plan.

ELIGIBILITY

Group benefits are available to full-time and part-time employees averaging 30 hours per week and eligible dependents. Casual employees are not eligible. For temporary employees, eligibility for benefits and privileges is determined by employment classification, which will be specified in the employment offer. Coverage is effective the first day of the fourth month of employment. Eligible dependents include:

- A legal spouse by marriage or common law
- Natural or adopted, unmarried children under age 21, and to under age 25 if in full-time attendance at a recognized school and dependent on the employee for support
- A child age 21 or greater, if mentally or physically handicapped and dependent upon the employee for support

If a part-time employee currently on the benefit plan does not meet an average of 30 hours per week, they will have the option of paying for 100% the premiums themselves or canceling their benefits.

If an employee is on extended time off, they will be required to remit regular monthly payments to Nutriva Group for 50% of the group benefits premiums or will have the option of cancelling their benefits.

TERMINATION OF COVERAGE

On termination of employment, retirement, or the day an employee ceases to be eligible for coverage, benefit coverage will end as follows:

- Accidental Death and Dismemberment (AD&D), Critical Illness and Disability coverage (STD & LTD) coverage will terminate when employment ends
- Extended health and dental coverage will terminate when employment ends
- Life insurance coverage will terminate when employment ends

Coverage for each benefit has been summarized below. You can obtain forms from Accounting.

PREMIUMS

Group benefit premiums for full-time and part-time employees are paid 50% by the Nutriva Group. Benefits include, Extended Health Benefits, Dental, Life, and AD&D. Long-Term Disability Benefits are paid 50% by the Nutriva Group.

GROUP BENEFITS

Benefits provided to employees of the Nutriva Group are:

Extended Health Care

The extended health services are carried by Great West Life and provide an employee with 80% reimbursement of all eligible expenses for the employee and eligible dependents. Please refer to plan booklet for specific details, limitations and maximum benefit amounts.

Drugs listed on Pharmacare's BC Formulary List are eligible for direct payment using your *Select Pac* Pay Direct Card. If your drug is ineligible for direct payment using your card, you may pay for the item in cash and submit your receipt with a Great West Life Extended Health Claim Form for reimbursement. Paramedical benefits are paid up to 80% to a maximum of \$500 per year, per person covered under the plan.

Out of Province/Country Benefit

If an employee incurs an emergency while traveling outside of B.C. and/or Canada, the extended health plan will cover physician and hospital expenses incurred which exceed the amount covered by the BC Medical Plan. (Great West Life must be notified immediately of any emergency and must approve any course of treatment.)

Making a Claim

Once eligible expenses have been incurred, claims may be submitted on an Extended Health Benefits Claim Form at any time and as often as required in the calendar year. See sample claim form (*Appendix 1*) or online at www.greatwestlife.com

Claims must be supported with original itemized receipts. Claims for prescription drugs must include the original Pharmacare receipt issued by the pharmacist.

Dental Plan

The dental plan carrier is Great West Life. Reimbursement amounts are based on BC Dental Association Fee Guide, and any excess charges are the employee's responsibility. Make sure you are aware of your coverage before you initiate any dental work. There is no deductible.

Basic Dental Services (Part A) - 80% reimbursement

- Space Maintainers
- Major Surgical Services
- Periodontal Services
- Endodontic Service
- Denture Repair Service

Major Restorative Dental Services (Part B) - 50% reimbursement

- Dentures
- Crowns
- Services other than dentures

NOTE- maximum \$1500 per year for Parts A and B combined

Orthodontic
No coverage.

Services not covered

These are outlined in the information booklet provided at the time of benefit plan enrolment.

Making a Claim

The dentist will complete a claim form on the employee's behalf and either submits it directly to Great West Life for payment, or request payment in full from the employee who will then be reimbursed by Great West Life.

Life Insurance/Accidental Death and Dismemberment (AD&D) Insurance

The life insurance carrier provides basic life insurance coverage to a named beneficiary in the event of the employee's death from any cause at any time or place. The benefit amount is \$25,000 and no evidence of insurability is required. On your 65th birthday the amount of the benefit is reduced by 50%.

Short Term Disability

EI (S.U.B. Plan) and Nutriva Group provide coverage up to 95% of the gross salary for eligible employee (up to age 65) for loss of earnings resulting from total inability to work due to illness or accident. Any benefits received are taxable.

The Accounting Department must be notified of any absence due to illness greater than 14 calendar days in order to initiate the claims procedure including issuing a Record of Employment. On medical evidence approved by Employment Insurance, the benefit commences 15 calendar days (10 working days) after disability begins. EI and the Nutriva Group will provide coverage for a maximum of 15 weeks disability (119 days). Benefits received are taxed at source. If an employee is still unable to return to work, they will need to complete a long-term disability benefits application. All employees are required to continue payment of the employee portion of the benefit premiums and optional life insurance. The premiums will be deducted from the benefit paid by the school. Otherwise post-dated cheques are required to be submitted to payroll.

Long Term Disability

Following 120 weeks of Short Term Disability, and after completion and approval of the long term disability benefit application (which also includes forms for your physician), Great West Life will provide employees (up to age 65) with benefits for loss of earnings resulting from accident or sickness, which extends beyond the period of short-term disability benefits. Long Term Disability will pay 66 2/3% of your regular monthly earnings to a maximum of \$ 4000 or 85% of the pre-disability take-home pay, whichever is less. Any amount of LTD Insurance over \$2700 is subject to approval of evidence of insurability. You may be eligible to receive up to 260 weeks of LTD benefits.

Vacation and Vacation Pay Time

Full Time Hourly, Part Time, Casual Employees

Full time hourly, part-time and casual employees are eligible for vacation pay based on their regular annual earnings as of the last pay of the calendar year and their entitlement will be paid out semi-annually in June and December. Vacation pay is accrued as follows:

Length of Service	Amount of Vacation Pay	
Less than 1 year	4% of gross annual regular earnings	
Years 1 - 4	4% of gross annual regular earnings	(10 days)

Years 6 - 10	6% of gross annual regular earnings	(15 days)
Years 11 & over	8% of gross annual regular earnings	(20 days)

Full Time Salaried

For full time salaried employees, vacation pay is included in their overall annual salary. Salaried employees must seek approval for carry-over vacation and may not receive payment in lieu of vacation time.

Change in Employment Status

An employee who changes classification from part-time to full-time will earn vacation based on their original hire date. An employee who changes classification from full-time to part-time, will have vacation prorated to the date of the change. Vacation pay will then be accrued based on the part-time hours worked.

Vacation Allotment Outside of Policy

The CEO or COO, prior to a commitment being made to the employee, must approve all requests for vacation outside of policy. A letter outlining vacation entitlement will be provided to the employee and a copy will be placed in the personnel file.

Vacation Pay on Termination

Calculation of vacation pay on termination is based on balance of entitlement accumulated to the termination date. Vacation taken but not earned is recuperated on the final pay.

STATUTORY HOLIDAYS

Full-time employees are eligible for time off with pay for the following statutory holidays after 15 days of employment:

- New Year's Day
- Family Day (Saskatchewan Only)
- Good Friday
- Victoria Day
- Canada Day
- BC Day
- Labor Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day

HEALTH AND WELL-BEING LEAVE

Employees unable to attend work due to illness must notify the office immediately. For absences longer than three days in succession, the Nutriva Group reserves the general right to make reasonable requests for necessary medical information. An employee is entitled to a maximum of 5 paid Health and Well-Being days per calendar year.

Health and Well-Being leave may be taken in the following situations:

- Staff sickness including the STD waiting period, STD and LTD top up
- Appointments which are expected to last the day (i.e. medical, dental, lawyer)
- Elder parent/child/spousal care

Appointments:

With prior approval from an immediate Supervisor, H&WB leave may be used by full-time employees for medical or dental appointments. If possible, appointments should be scheduled outside regular work hours.

Because of the flexibility of hours for part-time employees, access to sick leave for medical or dental appointments will not be granted except in extenuating circumstances.

Dependent Illness:

An employee may use H&WB leave to a maximum of three (3) days per calendar year for the illness/medical appointments of a member of their immediate family (as defined under Compassionate Leave) living in their home, provided they are the only person able to care for the family member. Such leave must be approved by a Supervisor.

COMPASSIONATE LEAVE

Where there are circumstances that place an employee under severe strain, and the appropriate Supervisor believes that a temporary leave of absence is necessary, the Nutriva Group will make every effort to accommodate time off for the employee.

Compassionate leave, either paid or unpaid, may be granted at the complete discretion of the Nutriva Group for serious illness of the employee or a member of an employee's immediate family (spouse, parents of employee or spouse, grandparents/grandchildren of employee or spouse, children) of employee or spouse, brothers and sisters of employee or spouse who lives with the employee as a member of the family. Approval for paid compassionate leave of three days or less may be granted by the CEO or COO. Paid Compassionate Leave days must be granted within the context of a maximum of 5 days per calendar year combined with Health and Well-Being Leave.

BEREAVEMENT LEAVE

Upon completion of three months of service, an employee is entitled to up to three prescheduled days of paid leave on the death of an immediate family member (spouse, child, parent, in-laws, sibling, grandchild, grandparent, or person who lives with the employee as a member of their family). Part-time employees will be paid up to three pre-scheduled days in the week following the death on a pro-rated basis. Prior to three months of service, employees are entitled to three unpaid days of leave.

MATERNITY LEAVE/PARENTAL LEAVE

Unpaid leave of up to 52 weeks is available for maternity/parental leave, commencing no earlier than 11 weeks preceding the estimated date of birth. Up to 6 weeks additional leave may be granted for medical reasons verified by a doctor's certificate.

Employees should notify their immediate Supervisor at the earliest possible opportunity; not later than four months before the estimated delivery date.

The terms of the leave should be put into the form of a letter to the employee taking the leave. A copy is to be given to the employee before they commence the maternity/ parental leave.

In the case of a miscarriage, upon an employee's request, supported by a doctor's certificate, the

employee may be granted a leave of absence without pay for a period of six weeks, over and above sick leave/short term disability provisions or a shorter period if the employee requests.

Benefits may be continued during maternity/parental leave however, the employee must pay 100% of the premium.

Compensation

During maternity/parental leave, the employee may apply for and collect benefits through Employment Insurance (EI).

Benefits continue for the duration of the maternity/parental leave in the same manner as if the employee were not absent, however the employee shall be responsible for all benefit costs for the duration of the leave.

JURY DUTY LEAVE

The Nutriva Group supports all employees who are summoned to serve on a jury or subpoenaed for other court matters, as long as they are not the plaintiff or defendant. Employees will be granted a paid or unpaid leave of absence, at the complete discretion of the Nutriva Group, during their term of service as a jury member.

FEDERAL ELECTION VOTING POLICY

All employees who are legally eligible to vote are entitled by law to three consecutive hours for the sole purpose of casting his or her vote on a Federal Election Day. If an employee's work hours do not allow for three consecutive hours in which to vote before, during or after his or her normal working hours, then they will be entitled to paid time off to provide for three consecutive hours away from the workplace to vote.

PROVINCIAL ELECTION VOTING POLICY

All employees who are legally eligible to vote are entitled by law to four consecutive hours for the sole purpose of casting his or her vote on a Provincial Election Day. If an employee's work hours do not allow for four consecutive hours in which to vote before, during or after his or her normal working hours, then they will be entitled to paid time off to provide for four consecutive hours away from the workplace to vote.

In the interest of the Nutriva Group, it is preferred that voting occur at the beginning or end of the working day, or combined with a lunch break and should be scheduled with the employee's supervisor to ensure adequate staff coverage is provided throughout the work day.

This policy does not apply to an employee who has already voted in an Advance Poll or by Special Mail Ballot.

TRAVEL AND HOSPITALITY

Expenses on Nutriva Group Business

Employees required to travel out of the area, must get prior approval of the method of travel. Reasonable expenses for meals, hotel accommodations and transportation are to be submitted on an Expense Reimbursement Form at <S:\Employee Forms and Information\Employee Expense Report V2 2009.xlsx>. (Appendix 2.)

The employee is responsible for complying with Employee Handbook Travel Policies. The manager who approves and signs expense reports is responsible for accurately reviewing expense reports for compliance. The Nutriva Group will reimburse employees for all reasonable and necessary expenses while traveling on authorized company business or entertaining business clients. The Nutriva Group assumes no obligation to reimburse employees for expenses that are not in compliance with this policy.

Reimbursable Expense Policies

Reporting Guidelines

Employees must file expense reports no later than 30 days following the completion of the trip or of incurring the expense. All expense reports submitted will be reimbursed by cheque within 4 weeks of submission.

Documentation Requirements

Employees must provide the following information in order to be reimbursed for any business related meals or entertainment expenditures:

- Names of individuals present, their titles and company name
- Name and location of where the meal or event took place
- Exact amount and date of the expense
- Receipts for all expenditures in excess of \$15.00.
- Receipts for meals, in excess of \$5.00.

Employees must submit the following documentation with their Expense Report:

- Air – original passenger receipt.
- Hotel – hotel folio plus credit card receipt or other proof of payment.
- Car Rental – credit card receipt or rental agency invoice.
- Entertainment – credit card receipt or register receipt for all expenses.
- Meals – credit card receipt or register receipts for meal expenses over \$5.00.

Upgrades for Air Travel

Upgrades for air travel are not reimbursable. If an employee wishes to upgrade, it is done at the employee's expense.

Cancellations

When a trip is cancelled after the ticket has been issued, the employee should inquire about using the same ticket for future travel. Employees should reuse airline tickets if: a) they are traveling on the same route, or b) airfare eligibility requirements are met.

Cell Phone Use While Driving

Use of a cell phone while driving is not permitted without the appropriate hands free device while driving. Employees are strongly encouraged to pull off to the side of the road and safely stop the vehicle before placing or accepting a call.

Alcoholic Beverages

Employees out on Nutriva Group business are to be mindful of the role they fill as ambassadors for the company. In the event that an employee chooses to consume alcoholic beverages in connection with a business function, the company expects that employees will act responsibly and avoid excess. If an employee has any concerns that he/she is not capable of safely driving after such events, the company will reimburse the cost of alternative transportation to ensure that the employee does not place themselves or others in danger.

An employee, who is arrested and convicted for Driving under the Influence while in the performance of company business, or when returning from a business function, is subject to disciplinary action up to and including termination.

BUSINESS USE OF PERSONAL VEHICLE

Employees may use their personal vehicle for business purposes if it is less expensive than renting a car, taking a taxi, or using alternate transportation. Personal vehicles may also be used when transporting company goods for delivery or entertaining clients.

It is the personal responsibility of the vehicle owner to carry adequate insurance coverage for their protection and for the protection of any passengers.

Nutriva Group will reimburse employees at a rate of \$.52 per km unless otherwise arranged with an immediate Supervisor. **(Reimbursement is provided to cover all auto expenses, for example, broken windshields, tickets and towing).**

Drivers of Commercial Vehicles

All drivers of commercial vehicles must request and submit a driver abstract annually, or when requested by a manager.

All accidents, suspensions, or incidents that may affect an employee's ability to legally drive a vehicle must be reported immediately to the employee's manager and driving a commercial vehicle while prohibited is grounds for dismissal.

All United States bound commercial operators must submit to pre-hire and (ongoing) random drug and alcohol testing as per MOT regulations. Please refer to the policy provided to drivers included under these regulations.

BUSINESS PHONE CALLS

Employees will be reimbursed when using their personal cellular telephone, calling cards or home phone for business related phone calls:

- Which are reasonable and necessary for conducting business
- With an original copy of the bill attached to the expense report form.

In all cases, employees are responsible for securing and utilizing the most reasonable long-distance calling option available.

SECTION 06

RECOGNITION AND PROFESSIONAL DEVELOPMENT

PROFESSIONAL DEVELOPMENT

The Nutriva Group strongly supports the ongoing professional development and education of our employees to ultimately improve the quality of performance, provide the greatest possible value and to honor our commitment for continuous improvement.

As a general rule, the company will be committed to providing education, training and resources to all employees when specific areas for professional development are identified and agreed upon.

PERFORMANCE MANAGEMENT

The Nutriva Group is committed to frequent evaluations to ensure employees are encouraged in their respective roles and are accountable for their performance. Employees are to be evaluated annually using the position specific formats.

SERVICE RECOGNITION AWARDS

The Nutriva Group values the contributions made by long-term employees and recognizes employees through a Service Award Program. Service awards are presented to individuals who have been employed by the Nutriva Group for five continuous years and at every five-year interval thereafter up to thirty years.

Each eligible employee may choose from a selection of gifts from a catalogue. No cash awards are provided. The employee will be presented with their gift, and a certificate on or near their anniversary date. The service awards equate to a value as follows:

- | | |
|--------------------|-------|
| • 5 Years service | \$50 |
| • 10 Years service | \$100 |
| • 15 Years service | \$150 |
| • 20 Years service | \$200 |
| • 25 Years service | \$250 |
| • 30 Years service | \$300 |

SPECIAL OCCASIONS GIFT/RECOGNITION

As a means of recognizing an employee's service, The Nutriva Group, at its complete discretion contributes toward a gift for the departing employee (except those dismissed for cause), based on the following:

- Employee must have minimum five years continuous service
- Employee's must be full-time or part-time at the time of departure
- The Nutriva Group's contribution will follow the Service Award Program guidelines.

SECTION 07 SAFETY AND SECURITY

SAFETY

The Nutriva Group is committed to providing a safe and healthy working environment and promotes a positive attitude towards safety.

- The Nutriva Group Leadership will maintain programs that will promote an accident free and safe working environment.
- Every employee shall follow proper safety procedures, observe all safety regulations, and cooperate in making The Nutriva Group a safe place to work.
- Every employee shall follow procedures and regulations and cooperate in making The Nutriva Group site a safe place for customers and the general public.
- Every employee must report any unsafe working conditions or practices to the appropriate supervisor.

Accident and Injury Reporting

Accidents must be reported to an immediate Supervisor when;

- An employee is injured and loses consciousness.
- An employee is given first aid for an injury and is sent to get medical treatment by a first aid attendant or supervisor.
- An employee states that he or she is going to get medical treatment or has already been for medical treatment for an injury.
- An employee is unable (or says they are unable) to do their job because of any injury, either on the day of the injury or on subsequent days.
- An accident breaks eyeglasses, dentures, or hearing aids, or the worker claims that it did.

Further to the above, every injury or accident that occurs during a work day must be recorded and reported immediately to the Nutriva Group office and to WCB, *regardless of whether or not compensation will be made*. A report must be made within three days to WCB or it may compromise your right to compensation.

When a claim is made to WCB the employee's Supervisor will follow up with an investigation report documenting the incident.

Personal Protective Equipment

Nutriva Group provides Safety work boots and reimbursement of \$125 allowances for approved safety equipment for all employees that require such equipment within the responsibilities of their job with proof of purchase. Proper care and maintenance of this equipment is the responsibility of the employee and their respective manager. Please immediately report all equipment that has become sub-standard.

WORKING ALONE

Employees that are staying late at work, should advise someone and have them contact you periodically to ensure that you are okay. Employees should make sure that any vehicle is parked in a well-lit area if leaving after dark.

- If the second-to-last person leaving the office in the evening, please lock the office door(s) for the safety of the person working alone.
- Locking the office door(s) when working alone is encouraged.
- If your car is staying in the parking lot overnight, please leave a note at the reception desk.
- If you are working in your office but do not have a vehicle in the parking lot, please place a post-it note on the door so the alarm is not activated unknowingly.

INFORMATION TECHNOLOGY SYSTEM SECURITY

For the purpose of this policy, "System" means computer network including hardware and software, workstations, portable hardware and remote access to e-mail, fax and voicemail, Internet, Intranet and other databases and all data stored therein. An Information Technology System Agreement (*Appendix 3*) must be signed and returned to the Administration Office.

An employee is given a unique password for the company's Local Area Network, which allows them to access the computer system. Passwords must not be given to anyone. Employees are authorized to use only their own password. Users must not provide direct or remote system access to anyone not meeting the definition of a Nutriva Group employee, and in limited circumstances, third parties such as systems consultants, who have signed non-disclosure confidentiality agreements.

Other guidelines to be followed to ensure system security are:

- No software, including screen savers, is to be loaded onto the system without first consulting with the Network Administrator.
- PC startup files are not to be altered without first consulting with the Network Administrator.
- In order to avoid viruses, downloading of programs, data or other materials from the Internet or e-mail messages must be done to your hard drive and not to the school's network.
- Users of the portable hardware supplied by the Nutriva Group (e.g. notebook computers, PDA's [Personal Digital Assistance] and projectors) are responsible for ensuring that reasonable measures are taken to prevent the loss or theft of that equipment.
- Users of a notebook computer are responsible for ensuring that critical Nutriva group related information stored on the notebook is backed up on the main network as soon as possible.
- No PC should be left logged onto the network if a user anticipates being away from the PC. You must log off at the end of the day and when leaving your workstation for a lengthy period of time.
- Discretion should be used in sending communications via Internet e-mail to protect staff member information.

E-MAIL POLICY

The Nutriva Group's e-mail system is neither private nor confidential to the user. To ensure that the use of electronic communications is consistent with legitimate Nutriva Group interests, the Network Administrator may monitor, intercept and/or review electronic data at any time. All users must exercise discretion and common sense when creating and distributing e-mail messages. Inappropriate use of e-mail could result in discipline and/or termination.

- The system must not be used for improper purposes that are inconsistent with the Nutriva Group's objectives or policies.
- Unauthorized attempts to read; copy, modify or delete e-mail messages of other users are prohibited.
- Distribution of unsolicited junk mail, "for profit" messages, or chain letters is prohibited.

INTERNET POLICY

Every Internet site you visit using the system is capable of identifying you as a representative of the Nutriva Group. Accordingly, discretion and good judgment must govern all activity on the Internet.

HARASSMENT POLICY

The Nutriva Group recognizes the dignity and worth of every person and to that end wishes to provide a workplace and a learning environment free of sexual harassment.

Sexual harassment includes making unwelcome sexual advances, engaging in improper physical contact, making improper sexual comments, or through such conduct creating an intimidating, hostile or offensive working environment. All employees are expected to conduct themselves with respect for the dignity and worth of others.

Sexual harassment, as a form of discrimination, is prohibited by the British Columbia Human Rights Act and, if it occurs, an employer may be ordered to pay compensation to an aggrieved employee. Conduct which amounts to sexual harassment may also constitute a violation of the sexual assault provisions of the Criminal Code, as well as breach of civil law and may attract both penal and civil consequences. The Nutriva Group will not condone or tolerate sexual harassment. Anyone who is found to have committed sexual harassment will be subject to disciplinary action up to and including termination of employment.

All employees are responsible for properly reporting any incidents which they believe to constitute sexual harassment. Complaints or reporting of incidents believed to be contrary to this policy should be made to an immediate Supervisor or above.

ALCOHOL OR DRUGS POLICY

All employees of Nutriva Group are to work without the influence of alcohol or any narcotic substance that affects their mental or physical control. In consideration of safety and social best practices, the consumption of alcohol during working hours by Nutriva Group employees or managers, is not permitted.

SMOKING POLICY

To promote a clean and healthy work environment, reduce safety hazards and comply with the Provincial laws governing smoking in public spaces, employees, consultants and contractors are prohibited from smoking anywhere on the property.

KEYS AND LOCKS

Employees should protect all keys and passwords, follow best practices in managing them and should report lost keys or potential security problems immediately.

BIO-SECURITY

Please observe posted bio-security signs and protocols. Visitors should be provided with plastic boots and supervised at all times.

SECTION 08

RESIGNATION/TERMINATION

TERMINATION

Involuntary Termination

During a new employee's initial probationary period, either the Nutriva Group or the employee may terminate employment without prior notice. Supervisors are responsible for establishing standards of performance and expectations during the probationary period.

All incidents of unsatisfactory performance, unacceptable conduct or gross misconduct will be brought to the employee's attention at the earliest possible opportunity. The **progressive discipline policy** should be a coaching process including the following steps:

- Oral warning
- Written warning
- Termination

Progressive discipline for misconduct will typically be different than failure to meet job requirements. Gross misconduct or termination for culpable and non-culpable circumstances may not have been preceded by previous action.

All forms of discipline will be reviewed with either the COO or CEO. In some cases, employees can be suspended pending investigation. All documentation will be sent to the Administration Office for filing in the employee's personnel file. All terminations must be discussed with the COO or CEO.

Voluntary Termination (Resignation)

If an employee voluntarily resigns from a position, two weeks notice of resignation in writing is appreciated. This provides The Nutriva Group with time to recruit a replacement and to process the final pay and related documents. The termination date will be the last day the employee is actively at work. Outstanding vacation time will not be scheduled, but will be paid out in the final pay. Group benefits, life insurance and short/long term disability, if applicable, will end the last day worked.

Final pay will include salary to the date of termination and all outstanding vacation/lieu/banked time, and will be deposited the following payday. If vacation or sick time has been taken in advance, the final pay will be adjusted to reflect this. A record of employment and information on benefit options will be forwarded subsequently.

Timing

Terminations will ideally be conducted in the early morning or late afternoon. Efforts will be made to allow the employee to maintain their dignity and save face. A private and confidential environment, including off-site locations will be utilized when at all possible. The Supervisor and COO will perform terminations. Severance packages and extended benefit coverage, etc. may be reviewed on an individual basis.

Outplacement and counseling services may be utilized on an individually assessed basis.

DISCIPLINE PROCEDURES

Situations can arise where an employee's behaviour interferes with either The Nutriva Group's operations or the safety and well-being of other employees. The Progressive Discipline Process is designed to effectively resolve such situations using correction, not discipline. During this process, The Nutriva Group will continue to offer training and support to allow successful resolution of the concern. The employee has the right to disagree with any disciplinary action.

Progressive Discipline

Progressive discipline is an effective process that allows employees a reasonable and adequate opportunity to correct undesirable behaviour. Unacceptable activities which may result in progressive discipline may include, but are not limited to:

- Willful violation of any Nutriva Group policy or procedure.
- Willful violation of security or safety rules or failure to observe safety rules or Nutriva Group's safety practices.
- Insubordination or refusing to obey instructions properly issued by a supervisor pertaining to work; refusal to help out on a special assignment; threatening, intimidating or coercing fellow employees on or off the premises at any time, for any purpose.
- Use of alcohol or controlled substance drugs while on duty, or being under the influence of these while on company premises.
- Theft of Nutriva Group property or the property of fellow employees; unauthorized possession or removal of any company property, including documents, from the premises without prior permission from management.
- Engaging in criminal conduct or acts of violence.
- Dishonesty, fraud or embezzlement; willful falsification or misrepresentation on an application for employment or other work records; lying about sick or personal leave; alteration of Nutriva Group records or documents.
- Violating a non-disclosure agreement.
- Failure to declare a conflict of interest; working for a competing business while an employee, breach of confidentiality of personal information.
- Malicious gossip and/or spreading rumours; engaging in behaviour designed to create discord and lack of harmony.
- Unsatisfactory or careless work; failure to meet performance standards as explained to employees by their supervisor.
- Any act of harassment, sexual, racial, or other.
- Conduct after working hours that does, or may have the potential to, discredit The Nutriva Group from the perspective of the community, customers or other employees.

Step 1: Verbal Warning

The employee and their immediate Supervisor will have a verbal discussion to:

- Clearly define performance expectations and indicate areas where performance is a concern.
- Determine appropriate training and assistance.
- Establish an appropriate time frame in which improved performance expectations must be met.
- Discuss that this time frame represents an extended probationary period during which transfers or promotions will be restricted.

If the action in Step 1 does not resolve the problem, Step 2 will be taken.

Step 2: Written Warning

When a verbal discussion is not effective, or if the problem is of a more serious nature, a written letter of warning will go to the employee and their supervisor will discuss the contents with them. Both the employee and the supervisor signing the letter will acknowledge this discussion. The written letter of warning will be kept in the employee's personnel file and removed following two years with no reoccurrence of the problem or concern.

If the problem is not resolved at this Step, the disciplinary process will progress to Step 3.

Step 3: Termination

EXIT INTERVIEW

The Nutriva Group values its staff members and seeks to benefit from the perceptions they have formed during their time at the Nutriva Group. We wish to meet with them face to face to thank them for their service, wish them well, and to glean from them their perceptions of the relative strengths and challenges that face our company. Exit interviews should be conducted within 30 days of the employee leaving the organization.

-

- Whenever possible, the interview shall be conducted in person.
- The staff member should be supplied with a copy of the questions prior to the interview, so that we can elicit thoughtful responses.
- The responses will be reported to the Leadership Team.
- Original copies of the interview will be shredded to maintain confidentiality.

LETTER OF REFERENCE (Former Employees)

The Administration Office may be instructed to prepare a letter of reference at the complete discretion of Leadership Team Members. Reference comments may include period of employment, duties and position(s) held. Specific references will only be provided upon receipt of details of the position for which an application has been made by written consent of the former employee, and will be forwarded to the prospective employer. Telephone requests for references must be directed without comment to the CEO or COO.

A Supervisor may provide a personal reference letter for a former employee providing notation is made that the opinions expressed are personal and do not represent the opinion of the Nutriva Group. The individual's title and/or Nutriva Group or related company letterhead may not be used in these situations.

SECTION 9

GENERAL PRACTICES AND POLICIES

PERSONAL CALLS

For obvious reasons, use of the company phones for personal reasons should be minimized.

WORK AREAS

To create a positive impression, all employees are requested to maintain a neat and tidy work area. All confidential work materials and records of any kind should be stored away at the end of each day. Employees are responsible for cleaning and storing their dishes. Employees are required to contribute to the environmental effort through recycling and reducing office materials.

COMMUNICATION

Communication plays a fundamental role in the success of any organization and its employees, both in the day-to-day operations and in the organization's future.

Open communication is encouraged at the Nutriva Group. Employees should raise concerns with the appropriate Supervisor.

CONFLICT OF INTEREST

It is anticipated that employees of the Nutriva Group may on occasion pursue personal and private business interests and participate in other decision-making organizations. The Nutriva Group supports these outside interests provided an employee's activities do not conflict with the goals and objectives of the company. To avoid conflict of interest, an employee shall not participate in any business or other interest outside of The Nutriva Group that may create excessive demand on the employee's time and/or jeopardize their job performance. Nor should an employee participate in any business or interest that would interfere with the independent exercise of judgment and efforts essential to the best interest of The Nutriva Group.

A conflict of interest shall include:

- Using the services of, or purchasing goods from, a supplier on behalf of the Nutriva Group whereby the employee stands to benefit personally or through a related business. In situations where a potential conflict of interest arises, the employee must give full disclosure to The Nutriva Group.
- The Nutriva Group recognizes that an employee's relative(s) may also be employed by the company. While caution will be exercised in such situations, an employee may never be in a direct reporting relationship with a relative or spouse.

Any conflict of interest, which has not been permitted to exist, is considered an "outstanding" conflict of interest and may be grounds for dismissal with cause for an employee.

CONFIDENTIALITY

Employees must maintain the confidentiality of the activities of the Nutriva Group even after termination of employment. Discussion of company affairs should only be conducted where circumstances allow for the maintenance of such confidentiality, inside or outside the organization. The use of the utmost discretion is required at all times.

Failure to maintain confidentiality should be brought to the attention of the Leadership Team for investigation and may lead to disciplinary action, up to and including termination.

NON DISCLOSURE

To protect the intellectual property of Nutriva Group proprietary products and those under development, certain employees may be required to sign a non-disclosure agreement. Employees are encouraged to seek legal counsel before signing these agreements. (*Appendix 4*)

Nutriva Group patents are covered in the agreement but certain participating employees may be entitled to be added to the patent, regardless of patent ownership.

SECTION 10
APPENDICES

APPENDIX 1-See attached PDF

APPENDIX 3

INFORMATION TECHNOLOGY AGREEMENT

System Security

For the purpose of this agreement, "System" means computer network, including hardware and software, workstations, portable hardware and remote access to e-mail, fax and voicemail, Intranet and databases and all data stored therein. This agreement form must be signed and returned to Administration.

Access to the Nutriva Group system is restricted, based on job requirements. Internal audits are completed on a regular basis.

An employee is given a unique password for the school Local Area Network, which allows them to access the computer systems. Passwords are given at the discretion of the Network Administrator and must not be given to anyone. Employees are authorized to use only their own password.

Other guidelines to be followed to ensure system security are:

- No software, including screen savers, is to be loaded onto the system without first consulting with the Network Administrator.
- PC startup files are not to be altered without first consulting with the Network Administrator.
- CD's or files obtained from external sources, including home computers, or the Internet are to be checked using the virus check utility.
- Users of the portable hardware supplied by The Nutriva Group (e.g. Notebook computers, blackberries, cell phones, etc.) are responsible for ensuring that reasonable measures are taken to prevent the loss or theft of that equipment.
- Users are not to store data on local PC's but rather on the network. (Failure to do so may result in loss of data.)
- No PC should be left logged onto the network if a user anticipates being away from the PC. You must shut down at the end of the day, unless given special school approval by the Network Administrator.
- Discretion should be used in sending communications via Internet or e-mail to protect information.

E-mail Policy

The Nutriva Group's e-mail system is neither private nor confidential to the user. To ensure that the use of electronic communications is consistent with legitimate business interest, communications may be monitored, intercepted, and/or reviewed at any time. All users must exercise discretion and common sense when creating and distributing e-mail messages. Inappropriate use of e-mail could result in discipline and/or termination.

- Video clips, streaming video and sound that causes network slowdowns may be restricted by the Network Administrator at their discretion.
- The system must not be used for improper purposes that are inconsistent with ACS business objectives or policies. The system must not be used to access, download, store and copy or transmit pornographic, racist or other offensive derogatory material or any material not in line with the ACS mission statement.
- Unauthorized attempts to read, copy, modify or delete e-mail messages of other users are prohibited.
- Distribution of unsolicited junk mail, "for profit" messages, or chain letters is prohibited.

Internet Policy

Every Internet site you visit using the system is capable of identifying you as a representative of The Nutriva Group. Accordingly, discretion and good judgment must govern all activity on the internet. Internet access during working hours is to be limited to Nutriva Group business only. Use of the Nutriva Group's system to gain unauthorized access to remote systems is prohibited.

I, _____ acknowledge that I have been granted access to the Nutriva Group's system in order to carry out my work. I understand that the terms of this Agreement may change at any time and I will be notified of any changes by email. I understand that my use of the System is neither private nor confidential and that my usage may be monitored or reviewed at any time.

Date _____

Employee Signature

Witness

APPENDIX 4

NON-DISCLOSURE AGREEMENT

This Agreement dated as of this ____ day of _____, 200__

BETWEEN:

_____ (“Corporate Recipient”)
and
_____ (“Individual Recipient”),
both having an address at _____
Facsimile No.: _____
E-mail Address: _____@_____
(collectively, “Recipient”)

AND:

NUTRITECH SOLUTIONS LTD. (“Nutritech”) and **NUTRIFOOD SOLUTIONS LTD.**
 (“Nutrifood”), both having an address at PO Box 4110, Sumas Way PO, Abbotsford, British
Columbia, Canada V2S 8R1
Facsimile No.: _____
E-mail Address: _____@_____
(collectively, “Discloser”)

WHEREAS:

- A. Nutritech is engaged in the business of innovative animal health feed product development and distribution, and Nutrifood is engaged in the business of marketing functional and nutraceutical foods;
- B. Corporate Recipient is engaged in the business of _____, and Individual Recipient is a director and shareholder of Corporate Recipient;
- C. Recipient wishes Discloser to disclose to Recipient certain confidential and proprietary information of Discloser for the purpose of discussing and evaluating a possible business arrangement (the “Discussions”);

THEREFORE, in consideration and as a condition of Discloser entering into the Discussions with Recipient and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by Recipient), each of the parties hereto covenant and agree with each other as follows:

1. CONFIDENTIAL INFORMATION

1.1 **Definition** – For the purposes of this Agreement, “Confidential Information” means all information (whether or not patentable or protectable by copyright, industrial design, trade-mark or otherwise) relating to Discloser that is disclosed to Recipient or to which Recipient otherwise receives access (regardless of whether such information is oral or is fixed in any tangible medium of expression of whatever format), including without limitation information relating to activities, customers, development, employees, finances, ideas, intellectual property, know-how, opportunities, policies, prices, products, prospects, research, strategies, suppliers, techniques and trade secrets, save and except only the extent that Recipient proves that such information:

- (a) Was known to Recipient without restriction prior to disclosure by Discloser; or
- (b) Is generally known to the public without misappropriation, breach of contractual or fiduciary obligation, infringement or any other fault of Recipient; or
- (c) Is disclosed to Recipient without restriction on disclosure by a third party who has the lawful right to make such disclosure to Recipient; or

- (d) Is required by operation of law to be disclosed by Recipient, provided that Discloser is given reasonable advance written notice of the intended disclosure and reasonable opportunity to challenge such legal requirement(s).

For greater certainty and without limiting the generality of the foregoing, Recipient acknowledges and agrees that all Confidential Information disclosed to Recipient or to which Recipient otherwise received access prior to executing this Agreement is included in and covered by the provisions of this Agreement.

2. OBLIGATIONS OF CONFIDENCE

2.1 **Ownership** – Recipient acknowledges and agrees that all Confidential Information is and will remain the sole and exclusive property of Discloser and that Recipient will not have any interest in any Confidential Information notwithstanding the extent to which Recipient may have created or developed such Confidential Information. To the extent necessary and for greater certainty:

- (a) Recipient hereby irrevocably assigns all legal and beneficial interests in and to all Confidential Information (including without limitation all copyrights, industrial designs, patents, trade-marks and other intellectual property rights therein and thereto) to Discloser;
- (b) Recipient waives all moral rights in any Confidential Information (including without limitation the right to the integrity thereof, the right to be associated therewith as its author by name or under a pseudonym and the right to remain anonymous);
- (c) Recipient will promptly give written notice to Discloser of all Confidential Information that Recipient (or any of Recipient's employees or agents) creates or develops or helps create or develop; and
- (d) Recipient will at all times hereafter promptly execute and deliver to Discloser all documents that Discloser determines are necessary or advisable from time to time to protect, preserve and enhance all Confidential Information and Discloser's interest therein.

2.2 **Confidentiality** – Recipient will at all times treat and maintain all Confidential Information as confidential, and, without limiting the generality of the foregoing:

- (a) Recipient will accept all Confidential Information for the sole purpose of evaluation in connection with the Discussions, and Recipient will not otherwise directly or indirectly use, copy or disclose any Confidential Information without the prior written consent of Discloser in each instance (which consent may be arbitrarily withheld);
- (b) Recipient will exercise the highest degree of care in safeguarding Confidential Information against loss, theft and other inadvertent disclosure, and will take all steps to ensure the maintenance of confidentiality;
- (c) Recipient will not directly or indirectly allow access to or otherwise disclose any Confidential Information to any third party other than those of Recipient's employees who have a need to know for the purpose of the Discussions, and Recipient will prevent all disclosure of Confidential Information beyond such employees; and
- (d) Recipient will prevent:
 - (i) all disclosure of Confidential Information by any employees of Recipient to whom Confidential Information has been disclosed; and
 - (ii) such employees from making any use or copy of any Confidential Information that Recipient is not itself expressly authorized to make under this Agreement.

Without limiting the generality of the foregoing, Recipient will obtain from such employees written covenants to maintain the confidentiality of all Confidential Information.

2.3 **Return of Confidential Information** – Recipient will deliver to Discloser promptly upon request all documents and other materials (in whatever medium or format) containing or relating to any Confidential Information in the possession or under the control of Recipient, and thereafter will promptly deliver all documents and other materials (in whatever medium or format) containing or relating to any Confidential Information that come into the possession or under the control of Recipient. In the alternative, but only if so directed by Discloser, Recipient will destroy as many or all of such documents and other materials as Discloser directs, and Recipient will furnish proof of such destruction to the full satisfaction of Discloser (acting reasonably).

3. **REMEDIES OF DISCLOSER**

3.1 **Injunctive Relief** – Recipient acknowledges and agrees that any breach by Recipient of any of the provisions of this Agreement may cause Discloser to suffer irreparable harm for which damages alone would not be an adequate remedy, and therefore, in the event of any and all such breaches or threatened breaches, Discloser will be entitled to injunctive relief without the necessity of proof of actual damages.

3.2 **Liability to Account** – If Recipient breaches any of the provisions of this Agreement, Discloser will be entitled to an accounting and repayment by Recipient of all profits, compensation, commissions, remunerations and other benefits that Recipient or any third party may realize directly or indirectly as a result or arising out of such breaches.

3.3 **Indemnity** – Recipient will indemnify and save harmless Discloser from and against all losses, damages, liabilities and costs (including without limitation legal costs on a solicitor-and-client basis) in any way arising out of any and all:

- (a) Breaches by Recipient of this Agreement;
- (b) Acts or omissions of third parties that may obtain access to any Confidential Information (whether on or off the premises of Recipient); and
- (c) Efforts to enforce rights and to seek remedies to which Discloser is or may be entitled hereunder or otherwise at law or in equity.

3.4 **Remedies Cumulative** – All rights and remedies of Discloser, under this Agreement and otherwise at law and in equity, are cumulative and not alternative.

3.5 **Independent Exercise** – For greater certainty, Nutritech and Nutrifood may exercise their rights and remedies under this Agreement independently of each other.

3.6 **Joint and Several Liability of Recipient** – The liability of Corporate Recipient and Individual Recipient under this Agreement is both joint and several.

4. **GENERAL PROVISIONS**

4.1 **“As is, Where is”** – Recipient acknowledges and agrees that all Confidential Information is provided on an “as is, where is” basis, without any representation or warranty as to its accuracy or completeness. Recipient acknowledges and agrees that Recipient is solely responsible for evaluating all Confidential Information and that neither Discloser, nor any of Discloser’s directors, officers, employees or agents will be liable for any consequences suffered or incurred as a result of reliance on any Confidential Information.

4.2 **Notice** – Any notice required or permitted to be given under this Agreement will be in writing and may be given by delivering by hand or private courier service, sending by facsimile or e-mail, or sending by prepaid registered mail such notice to the address, facsimile or e-mail address first above written of the party hereto for which such notice is intended (or to such other address, facsimile number or e-mail address as any party hereto may specify by notice in writing to the others in accordance with this provision, provided that Recipient may specify only one address, facsimile number and e-mail address for both Corporate Recipient and Individual Recipient together). The date of receipt of such notice will be deemed to be as follows:

- (a) If delivered, the date on which such notice was delivered;
- (b) If sent by facsimile or e-mail, the next business day (in the jurisdiction of the intended recipient of such notice) after the date on which the facsimile or e-mail transmission of such notice was sent;

- (c) If sent by prepaid registered mail, the third (3rd) business day (in the jurisdiction of the intended recipient of such notice) after posting such notice.

For greater certainty, any notice given to Corporate Recipient or Individual Recipient will be deemed to be notice given to both Corporate Recipient and Individual Recipient.

4.3 **Power Over Confidential Information** – Recipient acknowledges that this Agreement in no way detracts from or limits the power of Discloser to carry on any other discussions or negotiations or otherwise deal with Confidential Information in any manner whatsoever.

4.4 **Disclosure at Sole Discretion** – The disclosure of Confidential Information to Recipient will be at the sole discretion of Discloser, and nothing in this Agreement will obligate Discloser to disclose or otherwise grant access to any particular Confidential Information to Recipient.

4.5 **No Obligation** – Nothing in this Agreement obligates Discloser or Recipient to enter into any further agreements or to obtain products or services from the other.

4.6 **No Waiver** – No waiver of any provisions of this Agreement will be valid or effective unless in writing signed by the party hereto making such waiver. The failure of any party hereto to exercise any right, power or other advantage under this Agreement, or to insist upon the strict compliance with the provisions of this Agreement, will not be deemed to be a waiver of any of the provisions of this Agreement in respect of any continuing or subsequent breach of this Agreement, nor a waiver of the right to require strict compliance with all provisions of this Agreement.

4.7 **Independent Contractors** – No party hereto will acquire by virtue of this Agreement any right, capacity or power to act as an agent for any other or to bind any other.

4.8 **Governing Law** – This Agreement is governed by and is to be construed in accordance with the law of British Columbia and the law of Canada applicable in British Columbia. Each of the parties hereto irrevocably attorns to the exclusive jurisdiction of the courts of British Columbia in any and all proceedings hereunder.

4.9 **Headings** – The headings in this Agreement form no part of this Agreement, are solely for convenience of reference and are not to be used or considered in the interpretation of this Agreement.

4.10 **Severability** – If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions will not be impaired and, in such an event, such provisions are to be interpreted so as to best accomplish the intent of the parties hereto within the limits of the law.

4.11 **Assignment** – Recipient will not assign this Agreement or any rights or obligations hereunder without the prior written consent of Discloser (which consent may be arbitrarily withheld). Discloser may unilaterally assign all or part of its interest in and any or all rights and obligations under this Agreement without the consent of Recipient.

4.12 **Enurement** – This Agreement will enure to the benefit of and be binding upon each of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

4.13 **Counterparts** – This Agreement may be executed by facsimile and in several counterparts, each of which when so executed will be deemed to be an original, and such counterparts will together constitute one and the same instrument.

4.14 **Binding Agreement** – It is the intention of both Individual Recipient and Corporate Recipient to be legally bound by this Agreement and to execute this Agreement under seal, and, accordingly, whether or not the seal of Individual Recipient or the seal (if any) of Corporate Recipient is affixed hereto, this Agreement once signed by Individual Recipient or on behalf of Corporate Recipient will be deemed to have been executed under seal. This Agreement will be operative and binding upon Corporate Recipient notwithstanding the non-execution of this Agreement by Individual Recipient, and this Agreement will be operative and binding upon Individual Recipient notwithstanding the non-execution of this Agreement by Corporate Recipient.

4.15 **Independent Legal Advice** – Individual Recipient and Corporate Recipient each acknowledge having been advised to obtain independent legal advice with respect to this Agreement and have done so or have considered doing so and, in their own sole discretion and judgment, have decided that such advice is not necessary.

EXECUTED by the parties hereto as of the date and year first above written.

Name of Corporate Recipient (Print)
By its Authorized Signatory:

Signature of Authorized Signatory
Name (Print): _____
Title (Print): _____

SIGNED, SEALED and DELIVERED in the presence)
of:)
)
_____))
Signature of Witness)
_____))
Name of Witness (Print))
_____))
Address of Witness)
_____))
_____))
Occupation of Witness)

Signature of Individual Recipient

Name of Individual Recipient (Print)

NUTRITECH SOLUTIONS LTD.
By its Authorized Signatory:

NUTRIFOOD SOLUTIONS LTD.
By its Authorized Signatory:

William K. Vanderkooi, President

William K. Vanderkooi, President