

EXHIBIT 1

Original

## Employment, Employee Invention, Noncompetition and Confidentiality Agreement

THIS AGREEMENT ("Agreement") is made and entered into as of this 8 day of August, 2012, effective as of the date set forth above, and is by and between Tata's Natural Alchemy, LLC, a Delaware limited liability company, 1135 Wooster Road, Whiting, Vermont 05778 (the "Company") and Louis Proulx (hereinafter called the "Employee"), each individually (the "Party") and collectively (the "Parties").

**WHEREAS**, the Company has a vital interest in maintaining its confidential information and trade secrets, as well as rights to inventions, since doing so allows the Company to compete fairly and enhances the value of the Company to shareholders and job security for employees; and

**WHEREAS**, the Company desires to procure Employee's services and Employee is willing to be employed with the Company upon the terms and subject to the conditions set forth below; and

**WHEREAS**, any past written or oral understanding between the Company and the Employee for past services before the date as set forth in this Agreement is no longer valid, with the exception of any obligations of confidentiality to the Company on the part of the Employee. This Agreement shall serve as the only binding legal understanding between the Parties from the date of execution and as per the terms and conditions as set forth herein.

**NOW, THEREFORE**, in consideration of Employee's employment or continued employment by the Company, and other good and valuable consideration, receipt of which is hereby acknowledged, Employee agrees as follows:


1. **Employment.** The Company hereby agrees to employ the Employee and the Employee hereby agrees to be employed by the Company on the terms and conditions set forth herein ("Employment").

1.1 **Duties of Employee.** During Employment under this Agreement, the Employee shall serve as **Senior Operations Manager** of the Company's production and fulfillment facility, and shall diligently perform all services as may be assigned to Employee by the Company, and shall exercise such power and authority as may from time to time be delegated to the Employee by the Company. The Employee shall devote Employee's full time and attention to the business and affairs of the Company, render such services to the best of Employee's ability, and use Employee's best efforts to promote the interests of the Company. It shall not be a violation of this Agreement for the Employee to (i) serve on corporate, civic or charitable boards or committees, or (ii) deliver lectures, fulfill speaking engagements, provided such are on behalf of the Company with the Company's advance written authorization.

**1.1.1 Role and Responsibilities.** The role and responsibilities of the Employee as Senior Operations Manager, include, but are not limited to, the activities set forth below:

- (1) Human Resource Management of operations team.
- (2) Inventory Management, including Forecasting of Bulk and Finished Product as well as the inventory and safe storage of assets such as packaging, packing material and collateral material.
- (3) Implementation and Management Procedures and Systems to maximize efficiency, productivity, exceed quality standards as well as meet customer shipping requirements.
- (4) Daily Management of Fulfillment of Direct and Wholesale customer shipments as well as weekly management of Internal Requests, marketing and other special product shipments. Includes but not limited to the management of filling, packaging and shipping.
- (5) Daily Management of Customer Service for Wholesale and Direct
- (6) Order Processing Management for Wholesale and Direct.
- (7) Purchasing Management: including office supplies, packaging, shipping carrier agreements but does not include raw material purchasing.

**2. Compensation.**

*start July 9/8/2012*  9/8/12'

**2.1 Training Salary.** Beginning on August     <sup>th</sup>, 2012, Employee shall receive a gross base salary at the annual rate of ~~fifty~~ five thousand, (**\$65,000 USD**) dollars (the "Base Salary") during Employment, with such Base Salary payable in installments consistent with the Company's normal payroll schedule, subject to applicable state and federal withholding and other taxes.

**2.2 Base Salary.** Beginning on Sept 1<sup>st</sup>, 2012, Employee shall receive a gross base salary at the annual rate of seventy two thousand, (**\$72,000 USD**) dollars (the "Base Salary") during Employment, with such Base Salary payable in installments consistent with the Company's normal payroll schedule, subject to applicable state and federal withholding and other taxes. Beginning on Sept 1<sup>st</sup>, 2013, Employee shall receive a gross base salary at the annual rate of Eighty thousand, (**\$80,000 USD**) dollars (the "Base Salary") during Employment, with such Base Salary payable in installments consistent with the Company's normal payroll schedule, subject to applicable state and federal withholding and other taxes. Such Base Salary shall be reviewed annually thereafter for merit increases and may, by action and in the sole discretion of the Company, be increased at any time or from time to time.

**2.3 Incentive Bonus Compensation.** The Employee shall be eligible to receive bonus payments ("Bonuses"). The Company has agreed to award the Employee with two scheduled Bonuses: the first (i) to be paid within 5 business days after the Employee has completed six months of employment at the

Company shall be equal to four thousand dollars (**\$4,000 USD**); and the second (ii) to be paid 5 business days after the Employee has completed twelve months of employment at the Company shall be equal to four thousand dollars (**\$4,000 USD**). The Employee will be eligible for Holiday Bonuses subject to Company Management's sole discretion.

**2.4 Member Option Agreement Grant.** Employee, as Senior Operations Manager, shall be entitled to receive a 'Cash Less' Option to Purchase Member Interests in the Company (the 'Option') subject to the vesting schedule below and terms and conditions and other provisions contained in a Option Agreement and subject to the Company Operating Agreement.

(A) Option Exercise Price. The purchase price for all of the Option Interests shall be one hundred and twenty five thousand dollars (\$125,000 USD) ("Aggregate Exercise Price") at a pre-money valuation of twelve million five hundred thousand (\$12,500,000 USD) dollars.

(B) Vesting. The Employee shall only retain ownership and the benefits of the Option after such Option has vested. The Option shall be subject to the following vesting schedule:

(i) First quarter; (1/4) of the Option grant, with a purchase price of thirty one thousand, two hundred and fifty dollars (\$31,250 USD), shall vest upon completion of twelve (12) months from the date of the first day of employment, unless Employee resigns or this Agreement is terminated by the Company at any time prior to the completion of the twelve (12) months;

(ii) Second quarter; (2/4) of the Option grant, with a purchase price of thirty one thousand, two hundred and fifty dollars (\$31,250 USD), shall vest upon completion of twenty four (24) months from date of the first day of employment, unless Employee resigns or this Agreement is terminated by the Company at any time prior to the completion of twenty four (24) months;

(iii) Third quarter; (3/4) of the Option grant, with a purchase price of thirty one thousand, two hundred and fifty dollars (\$31,250 USD), shall vest upon completion of thirty six (36) months from the date of the first day of employment, unless Employee resigns or this Agreement is terminated by the Company at any time prior to the completion of the thirty six (36) months;

(iv) Last quarter; (4/4) of the Option grant, with a purchase price of thirty one thousand, two hundred and fifty dollars (\$31,250 USD), shall vest upon completion of forty eight (48) months from the first day of employment,

unless Employee resigns or this Agreement is terminated by the Company at any time prior to the completion of the forty eight (48) months;

(C) For purposes of calculating the time period for vesting, Employee's relationship with the Company shall be considered to have been terminated effective as of the date the Company specifies in any notice provided to Employee (which date shall be on or after the date of such notice), even if such termination is contested and does not become final until a later date.

(D) Unvested Member Interests shall not have any economic, voting or other rights until such Member Interests have vested. Without limiting the foregoing, unvested Member Interests will be disregarded when calculating (i) distributions, (ii) the number of Member Interests entitled to vote, and (iii) a Member's Proportionate Share (pursuant to the Company Operating Agreement).

### 3. Expense Reimbursement and Other Benefits

**3.1 Reimbursement of Expenses.** Upon the submission of proper substantiation by the Employee, and subject to such rules and guidelines as the Company may from time to time adopt, the Company shall reimburse the Employee for all reasonable cash expenses actually paid or incurred by the Employee during Employment in the course of and pursuant to the business of the Company. The Employee shall be responsible to understand the Company Reimbursement Policies. The Employee's expenses related to the daily traveling 'commute' to and from the Company offices are not typically considered reimbursable expenses in the ordinary course of business. The Employee must seek advance written approval from the Company to incur an expense on behalf of the Company. The Employee shall account to the Company in writing for all expenses for which reimbursement is sought and shall supply to the Company copies of all relevant invoices, receipts or other evidence reasonably requested by the Company.

**3.2. Compensation/Benefit Programs.** During Employment, the Employee shall be entitled to participate in all medical accidental death and dismemberment, disability, and any and all other plans ("Health Plans") as are presently and hereinafter offered by the Company to its Employees from time to time including profit-sharing and deferred compensation bonus plans, subject to the general eligibility and participation provisions set forth in such plans.

**3.3 Working Facilities.** During Employment, the Company shall furnish the Employee with such facilities and services suitable to Employee's position and adequate for the performance of Employee's duties herein.

**3.4. Other Benefits.** The Employee shall be entitled to five (5) 'Sick Days' and three (3) weeks of vacation each calendar year during Employment,

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