

CLOVER EMPLOYEE HANDBOOK v. 4.3.15



WELCOME

Welcome to Clover.

We're building the future, and we need you to get it right.

What does that mean? It means we make a lot of mistakes. Tons and tons of mistakes. We expect you're going to screw some things up too. Maybe not as much as us, but you're going to make mistakes, and we're going to love you for them. That's what doing new things is all about.

But let's make these failures work for us. To make that happen always follow these simple rules:

- (a) Let's work together to make sure your mistakes don't cost anyone. That means don't get hurt, don't create dangerous situations for others, and don't bust my fryer, seriously.
- (b) We're going to ask you to learn (and help us learn) from EVERY SINGLE mistake you make. We love NEW MISTAKES (as long as they don't cost anyone, see above), but we hate seeing the same mistakes again and again.

Over the coming weeks we want you to learn as much as you can as quickly as possible. You're going to learn what clean looks like, how to keep up with lines that grow larger everyday, and you may even learn what a "Gordon" is. Above all you're going to get to know our food. And we're going to be there with you along the way to provide the support you need.

You're going to help us make Clover better than it is today. You're going to do that by learning from your failures and helping us learn from ours.

To start with, if you have any questions or concerns regarding any of the policies outlined in this book, or if for any reason you are unable to follow any of these policies, it is your responsibility to raise your questions or concerns with a manager. We'll do our best to answer your questions or make changes that improve Clover.



HIRING

HIRING

We hire people based on their ability to get the job done. Employment is at will (meaning you can quit if it's not working for you, and we can drop you if it's not working for us). We work hard to help you become better at what you do, and expect you to help us become better at what we do.

PAY

Provisional Employee (\$10/ hr.)

When you start working for Clover you are hired provisionally. You will be considered for the position of Team Member after a 4 week period. You must work a minimum of 80 hours before being considered for the position of Team Member. If you are not invited to join the permanent team we will explain our reservations, and may offer you an additional 4-week period to try for a permanent position. If after that 8-week period, we still have reservations, we will shake hands and part ways as friends.

Team Member (\$10 - \$11.50/ hr.)

If you are invited to join the permanent team you will become a Team Member. As a team member, you might be making sandwiches, taking orders, keeping everything sparkling, smiling, and laughing. You will start at the base pay rate (\$10) and be eligible for a \$0.50 raise to \$10.50 after 700 hours. Following that you will be eligible for a \$0.50 pay increase after 1400 hours to a maximum of \$11.50/ hr. You will receive monthly feedback from your manager about your performance.

Team Leader (\$11.25 - \$13.25/ hr.)

All Team Leaders start as Team Members and are expected to demonstrate the qualities of a Team Leader before being awarded with that title/ pay. You will oversee a shift at Clover coordinating the activities of 2-15 employees. Normally, that means you will run an open or close shift. You're going to make sure the food is perfect and get to know your customers by their names. Team Leaders are required to be Serv-Safe-certified and Allergen-Awareness-certified before their promotion can take place. Team Leaders will receive feedback from their manager once a month. Team Leaders will be eligible for annual pay increases of \$1/ hr. after 1 year or 26 pay periods.

Restaurant Assistant Manager (\$32,000-36,000 annually; salary & bonus potential)

You will need to work into this role. Your base will start at \$32K with bonus potential, paid quarterly. You'll be the right hand to a Clover manager, running the ship when they are not there and developing your skills to run a restaurant on your own one day. This role is where Clover's future leaders are forged. \$1,000 potential bonus issued guarterly based on 100% pass on Customer Service and Sanitation Inspections.

Truck and Restaurant General Manager (\$40,000-110,000 annually; salary & bonus potential)

You'll be running a not-so-small business or maybe several at one time. Restaurants are broken into tiers based on sales volumes. Base pay will be set by tier. Managers will receive a quarterly bonus based on their year-over-year sales increase for that quarter. On top of the quarterly bonus, there will be an end of year bonus based on performance. The end of year bonus potential will grow the longer you've been at Clover.



HIRING (CON'T)

SALARY STRUCTURE (FOR RESTAURANT AND TRUCK MANAGERS):

BASE SALARY BASED ON SALES TIER					
Tier 1	up to \$500,000 sales	\$40,000/ yr			
Tier 2	\$500,001 to 1,000,000 sales	\$45,000/ yr			
Tier 3	\$1,000,001 to \$1,500,000 sales	\$55,000/ yr			
Tier 4	\$1,500,001 to \$2,500,000 sales	\$65,000/ yr			
Tier 5	Above \$2,500,000 sales	\$75,000/ yr			

OUTLINE OF BONUS STRUCTURE (FOR RESTAURANT AND TRUCK MANAGERS):

+ BONUS #1: QUARTERLY BASED ON QUARTERLY SALES
PERFORMANCE

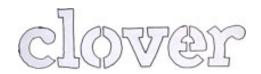
Ramping restaurant (first 3 years): equal to year over year sales increase

e.g., 18% year over year growth will result in 18% bonus for quarter

+ BONUS #2: END OF YEAR BONUS BASED ON PERFORMANCE					
First year as a Clover manager Bonus potential 10%					
Second year as Clover manager	Bonus potential 15%				
Third year as Clover manager	Bonus potential 20%				
Fourth year as Clover manager	Bonus potential 25%				
Fifth year as Clover manager	Bonus potential 30%				

 $^{^{\}star}$ Ramped restaurant (older than 3 years): equal to 160% of year over year sales increase e.g., 10% year over year growth will result in 16% bonus for quarter

^{**} Bonus is calculated as a percentage of the pay for the quarter in question. For new restaurants without previous year sales, budget numbers will be used.



BENEFITS

HEALTH INSURANCE

All employees are eligible for health insurance after working full time for 90 working days. You are considered a full-time employee when you work a minimum average of 37.5 hours/week over the course of 3 months.

Per Pay Period Premium Contribution Schedule Harvard Pilgrim Health Care – Best Buy HMO \$2,000 Deductible Plan							
Selection Coverage Level YOU PAY CLOVER PAYS							
	Option A	Individual	\$101.41	\$101.41			
□ Option B Employee + Spou		Employee + Spouse	\$271.78	\$133.87			
	Option C	Employee + Child(ren)	\$251.40	\$123.83			
	Option D	Family	\$387.30	\$190.76			

^{*}Clover contributes 50% to all individual plans and 33% to all family plans

In compliance with all state, federal and local laws, we observe the rights granted to all persons, stated under the Civil Rights Act of 1964 and under FMLA code, click here for more details or refer to HR.

OTHER BENEFITS

All Employees:

- -Discounted meals (we'll sell you food at an at-cost rate)
- -Discounted uniforms (we'll sell you Clover shirts and hats at an at-cost rate)
- -Health Insurance (50% employer contribution on single plans and a 33% contribution on family plans (let HR know if you want to see the details of the plan))
- -Free Knife Skills 101, 102, and 103 classes (\$35 value)
- -Free Cooking Classes (soup-making, hot sauce-making, pickling, soda-making, etc, \$50 value)
- -Quarterly food-sourcing trips (visit a roaster, brewer, or farmer with our Director of Food)

Benefits exclusive to salaried employees:

- -Fitness Pay-Back Program (we'll reimburse you by ½ for any fitness related classes or day-passes, up to a max of \$10/instance or \$100/ month per employee).
- -Hubway Bike Program membership



GETTING PAID

PAYCHECKS

Paychecks are issued every 2 weeks. Payments are issued 1 week after the last week worked, so your first paycheck will arrive by the 3rd Friday you've been working for Clover.

You can receive payroll two ways, through direct deposit or a payroll card. The payroll card will be subject to a \$2 fee upon issue and can be used as a debit card. We avoid cutting checks so that we're as paperless as possible.

If there are ever any discrepancies in pay, bring those to the attention of your manager ASAP we will work to resolve as soon as possible.

PAY

To avoid printing pay stubs that get thrown away we use an online system called ADP iPay. Use iPay to view and print your earnings statements and W2 information from any location at any time. This requires computer access. If you don't have access to a computer just let us know and we can help give you access.

How to Register on ADP iPayStatements:

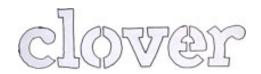
Go to https://paystatements.adp.com.

Click on "Register Now."

Enter the Self Service Registration Pass Code. The code is: cloverff-ess Select iPayStatements as the self-service product.

You will then be prompted to complete a registration process where you answer a few security questions and select a password. Your password must contain between 8 to 20 characters and at least one alpha and one numeric character. You will be assigned a system-generated User ID that will be emailed to you. The security questions will be used to verify your identity if you ever forget your user ID or password.

Upon completing the registration process, you may access your pay statements at https://paystatements.adp.com.



GENERAL

TIME OFF

Just ask! We want to know at least a week in advance. More notice is better. All requests for time off should be communicated through When I Work, at least 1 week in advance for hourly employees and 2 weeks in advance for team leaders. If you're a manager or assistant manager you'll be expected to give 1 month's advance notice, by filling out a PTO Request form and submitting it to your direct report.

SICK DAYS

We're determined to NEVER get a customer sick. So when you're feeling sick it's your responsibility to let your manager know ASAP. Even if it's just a sniffle we want to know. We will work with you to make sure you get as many hours as you want, but that you're not working with food when you're sick. If you are absent for an extended period of time due to illness your manager may require a note from your doctor clearing you to work. All Clover employees must adhere to our SICKNESS AGREEMENT and sign prior to starting with Clover.

ATTENDANCE

We want to provide the best possible experience to all of our customers and to our team. When you are absent or late, the customers and the whole team will suffer. We understand that there are emergencies that may cause you to be absent or run late. If you have an emergency please let your manager know as soon as possible. This will allow your manager to find somebody to fill your shift. Unless you have an emergency or are sick, you are expected to work every shift for which you are scheduled. "No-call, no-shows" will not be tolerated.

There may be times when you can leave your shift early. This is at the discretion of your manager/ supervisor. Everyone is expected to be on time for his or her shift. If you are scheduled to start work at 7am, you must be dressed in a clean Clover uniform, reporting to your team leader or manager at 7am. You are late if you are walking in the door at 7am and reporting at 7:05am.

CLOCKING IN AND OUT

All Clover employees are issued an employee ID number and are expected to Clock-in and Clock-out for shifts in order to be paid for that shift. Clock in should happen on-time when you are ready to start work at the scheduled time your are expected to start work. The same goes for end of shift. In order to be paid for your time at Clover you must be clocking in and out for both your scheduled shift and any breaks you take.

DEPARTING FROM EMPLOYMENT

Though we'd like to keep everyone around for as long as possible, we understand there may come a time for you to move on from your job at Clover. By following the correct procedure, you can ensure a successful departure for yourself and for your manager. If you're a Team Member or a Team Leader, we ask that you give your manager 2 weeks' notice. For all salaried positions, we ask that you give your direct report at least 1 month's notice. We want you to leave feeling good about your experience at Clover and depart as friends. We hope that wherever you end up, you take along some of your learning's from your time at Clover.

BREAKS

Breaks are at the discretion of the manager or team leader in charge (we may send an employee on a 15 min paid break when working a shorter shift when time permits). If you're working a longer shift (more than 6 hours) we require you to take a 30-minute meal break, unpaid. Employees must clock out for breaks and back in after breaks, unless the manager specifies the break is paid.



MEALS

Clover offers food and beverages for employees at a discount. All orders should be placed with an order taker. Our generosity depends upon your honesty and adherence to this policy. All food should be enjoyed outside of any prep area. You will find that we TASTE food all day long. This is absolutely critical to delivering Clover's food quality. TASTING is very different than EATING. You will learn the difference as part of your training.



UNIFORM

The Clover uniform consists of:

- A Clean Clover T-shirt (\$20)
- A Clean Clover Hat (\$10)
- A Clean Clover blue apron (\$8)
- Dark blue jeans (clean, no holes, we like Levis 501)
- Slip Resistant or Non-skid close toed shoes (we prefer Croc Bistro Clogs)

You must wear your Clover uniform anytime you are working. We expect you to look professional (clean hair, shaved, face, etc). If you have long hair that is not pulled back and contained by the hat you will have to wear a hair net. Anyone with facial hair longer than ¼ inches will be required to wear a beard guard. Jewelry like earrings, necklaces, rings, bracelets etc. should not be worn (with the exception of a simple wedding band). Facial piercings are not to be worn during your shift.

On your first day of work you will be issued a Clover Hat, Clover T-shirt, and Clover blue apron. You will be charged for these through a payroll deduction on your first paycheck. If you need additional or replacement items, just let us know, and we'll be happy to get you set up.

TELEPHONE POLICY

You may not use your phone for calls or text messages while working. Phones should never be used when operating a company-owned, company-leased or company-rented vehicle.

TEXTING POLICY

We don't use texting to communicate at Clover. Please do not text your manager or co-workers about work-related issues. Use phone or Wheniwork instead.

ZERO TOLERANCE

Harassment, violence, or the threats of violence are not tolerated at Clover. If you experience any of these you have the duty to report the incident to your manager immediately.

Intoxication of any type is not permitted at Clover. This means no drinking on the job and no use or possession of any drugs. Employees are not permitted to buy or drink alcohol at Clover; doing so will result in immediate dismissal.

SMOKING POLICY

Smoking is not allowed in any Clover facility, restaurant or vehicle. Any employee, especially one in uniform, wanting to smoke, must do so 3 blocks away from any Clover location. The employee must be on break and let their manager or team leader know that they are stepping away.

SAFETY

We don't want any of our employees to get hurt making Clover's food. If an accident happens, even a minor accident, please notify your manager immediately.

USE OF COMPANY TECHNOLOGY

Be careful with the iPods. We'd rather pay you more or buy better food than spend money on replacing broken electronics. Don't take them away from work. They are all equipped with tracking devices. Clover's electronic devices are the property of Clover and are to be used for work purposes. All information and messages composed, sent or received on any Clover system is the property of Clover. Employees should not hold the expectation of privacy when using Clover systems.

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FOOD DEV

Every single recipe, everything we do, has been developed with help from our customers and employees. We invite you to join us in helping further the development of our food. We meet every Tuesday at 3pm at the CloverHUB in Inman Square for Food Development Meetings. These meetings are open to the public. We encourage everyone to attend.

If you'd like to submit a recipe for the Clover menu, follow these steps:

STEP 1: CHAMPION AN IDEA

Think of an item you had once that you still think about. Maybe it was a dish from childhood, something your family made every year, something you had on a trip you never forgot. We like recipes that come from real places and that have real stories tied to them. Our chickpea fritter was inspired by a falafel Ayr ate in Paris. Our cinnamon lemonade came from a customer who thought it might be a good idea. The Pushpir Sandwich was developed with help from our favorite Indian chef. The Enzo Sandwich came from a salad Vincenzo's family makes in Calabria, Italy. The pimento came from Lucia's grandmother's recipe from Texas. Craig tasted fresh jalapenos and thought they'd make a great soda.

Your item should come from a real place or memory. A cookbook or internet search might help you develop the recipe, but it's generally not the best place to start when coming up with an idea.

Talk to your manager or to one of Clover's Development Chefs (Chris, Enzo, Ayr). They'll be able to give you advice, point you in the right direction, and offer up a space for you to prepare your food.

STEP 2: BRING YOUR ITEM TO A FOOD DEVELOPMENT MEETING

We'll all taste your item. Most of the time we do blind tastings. We ask ourselves questions when we taste like "Is this something I want more of?" or "Do I want another bite...?" We all give feedback, and Ayr usually makes final decision.

WE LOOK FOR:

- -Bright, clear and clean flavors
- -A celebration of one ingredient or just a few (take a nice ingredient and highlight it, not cover it up. For example, apple soda (yes) vs apple cinnamon soda (no)
- -No processed flavors, absence of oldness or muddled flavors

Things we consider:

- -Cost Structure
- -Does it fit with our food model?
- -Nutritional value
- -Is this something we can pull off at scale?



STEP 3: TEST AT A LOCATION

We might love what you brought. Now we want to see how the customers feel. The kitchen will scale this in small batches and send to a location where we will test it with customers. Based on their feedback, we will rework idea and bring it back to a future Food Dev meeting. This can go on and on until we love it and customers agree. All our items are up for re-working at any time (the falafel batter is on version 32!)

STEP 4: SCALE FOR PRODUCTION

Now that we know we love it, we have to figure out how to scale the recipe into production. This takes some testing in the kitchen. We perform costing analyses and figure out the nutritional values of the item.

We consider:

- -Is this item profitable?
- -Does it fit with our food model?
- -Is this item nutritionally aligned with our menu?
- -Is this something we can pull off at scale?

The kitchen also has to prepare training materials, which include videos and cards for locations and training in the kitchen on the production side.

STEP 5: LAUNCH

Training materials are sent to locations, packaging and production is in place in kitchen, promotion is in place.



Clover Fast Food Inc.

At-Will Employee Conflicts, Confidentiality and Assignment Agreement

As a condition of my employment with Clover Fast Food, Inc., its subsidiaries, affiliates, successors or assigns (together the "Company"), and in consideration of my employment with and compensation hereafter paid to me by Company, and in recognition that Company has a legitimate interests in the foregoing provisions given its innovative approach to technology and the food service business, and in recognition of the fact that as an employee of the Company I will have access to confidential and proprietary information, I agree as follows:

1. Proprietary Information. I agree that all information, whether or not in writing, concerning the Company's business, technology, business relationships or financial affairs which the Company has not released to the general public (collectively, "Proprietary Information") is and will be the exclusive property of the Company.

By way of illustration, Proprietary Information may include information or material which has not been made generally available to the public, such as: (a) corporate information, including plans, strategies, methods, policies, resolutions, negotiations or litigation; (b) marketing information, including strategies, methods, customer identities or other information about customers, prospect identities or other information about prospects, or market analyses or projections; (c) financial information, including cost and performance data, debt arrangements, equity structure, investors and holdings, purchasing and sales data and price lists; and (d) operational and technological information, including plans, specifications, manuals, forms, templates, software, designs, methods, procedures, formulas, discoveries, inventions, improvements, concepts, recipes and ideas; and (e) personnel information, including personnel lists, reporting or organizational structure, resumes, personnel data, compensation structure, performance evaluations and termination arrangements or documents. Proprietary Information also includes information received in confidence by the Company from its customers or suppliers or other third parties.

- 2. Recognition of Company's Rights. I will not, at any time, without the Company's prior written permission, either during or after my employment, disclose any Proprietary Information to anyone outside of the Company, or use or permit to be used any Proprietary Information for any purpose other than the performance of my duties as an employee of the Company. I will cooperate with the Company and use my best efforts to prevent the unauthorized disclosure of all Proprietary Information. I will deliver to the Company all copies of Proprietary Information in my possession or control upon the earlier of a request by the Company or termination of my employment.
- 3. Rights of Others. I understand that the Company is now and may hereafter be subject to non-disclosure or confidentiality agreements with third parties, which require the Company to protect or refrain from use of proprietary information. I agree to be bound by the terms of such agreements in the event I have access to such proprietary information.

4. Commitment to Company; Avoidance of Conflict of Interest. While an employee of the Company, I will devote my good faith efforts to the Company's business and I will not engage in any other business activity that conflicts with my duties to the Company. I will advise the president of the Company or his or her nominee at such time as any activity of either the Company or another business presents me with a conflict of interest or the appearance of a conflict of interest as an employee of the Company. I will take whatever reasonable action is requested of me by the Company to resolve any conflict or appearance of conflict which it finds to exist.

By way of illustration, conflicts may include working at another restaurant directly competitive with Company or any entity the Company believes is trying to duplicate its unique approach to the fast order food service business as it relates to food product sourcing, POS technology, food trucks or organizational systems....

5. Developments. I will make full and prompt disclosure to the Company of all inventions, discoveries, designs, developments, methods, modifications, improvements, processes, algorithms, databases, computer programs, formulae, techniques, trade secrets, graphics or images, audio or visual works, recipes and other works of authorship (collectively "Developments"), whether or not patentable or copyrightable, that are created, made, conceived or reduced to practice by me (alone or jointly with others) or under my direction during the period of my employment. I acknowledge that all work performed by me is on a "work for hire" basis, and I hereby do assign and transfer to the Company and its successors and assigns all my right, title and interest in all Developments that (a) relate to the business of the Company or any of the products or services being researched, developed, manufactured or sold by the Company or which may be used with such products or services; or (b) directly result from tasks assigned to me by the Company; or (c) result from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by the Company ("Company-Related Developments"), and all related patents, patent applications, trademarks and trademark applications, copyrights and copyright applications, and other intellectual property rights ("Intellectual Property Rights").

Company acknowledges and respects that I may be involved in personal projects that fall completely outside of the scope of my employment hereunder and I understand that it is no Company's intent in connection with the above provision to hinder my artistic freedom as it relates to my personal endeavors. Accordingly, this Agreement shall not apply to any Developments that I create entirely on my own time and with at any point using any of Company's property or Proprietary Information.

6. Documents and Other Materials. I will use best efforts to keep and maintain adequate and current records of all Proprietary Information and Company-Related Developments developed by me during my employment, which records will be available to and remain the sole property of the Company at all times.

All files, letters, notes, memoranda, reports, records, data, sketches, drawings, notebooks, layouts, charts, quotations and proposals, specification sheets, program listings, blueprints, models, prototypes, recipes or other written, photographic or other tangible material containing Proprietary Information, whether created by me or others, which come into my custody or possession, are the exclusive property of the Company to be used by me only in the performance of my duties for the Company. Any property situated on the Company's premises and owned by the Company, including without

limitation computers, disks and lockers or other work areas, is subject to inspection by the Company at any time with or without notice. In the event of the termination of my employment for any reason, I will deliver to the Company all files, letters, notes, memoranda, reports, records, data, sketches, drawings, notebooks, layouts, charts, quotations and proposals, specification sheets, program listings, blueprints, models, prototypes, recipes or other written, photographic or other tangible material containing Proprietary Information, and other materials of any nature pertaining to the Proprietary Information of the Company and to my work, and will not take or keep in my possession any of the foregoing or any copies.

- 7. Enforcement of Intellectual Property Rights. I will cooperate fully with the Company, both during and after my employment with the Company, with respect to the procurement, maintenance and enforcement of Intellectual Property Rights in Company-Related Developments. I will sign all papers, including without limitation copyright applications, patent applications, declarations, oaths, assignments of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect its rights and interests in any Company-Related Development. If the Company is unable, after reasonable effort, to secure my signature on any such papers, I hereby irrevocably designate and appoint each officer of the Company as my agent and attorney-in- fact to execute any such papers on my behalf, and to take any and all actions as the Company may deem necessary or desirable in order to protect its rights and interests in any Company-Related Development.
- 9. Government Contracts. I acknowledge that the Company may have from time to time agreements with other persons impose obligations or restrictions on the Company regarding inventions made during the course of work under such agreements or regarding the confidential nature of such work. I agree to comply with any such obligations or restrictions upon the direction of the Company. In addition to the rights assigned under paragraph 5, I also assign to the Company (or any of its nominees) all rights which I have or acquired in any Developments, full title to which is required to be in the United States under any contract between the Company and the United States or any of its agencies.
- 10. Prior Agreements. I hereby represent that, except as I have fully disclosed previously in writing to the Company, I am not bound by the terms of any agreement with any previous employer or other party to refrain from using or disclosing any trade secret or confidential or proprietary information in the course of my employment with the Company or to refrain from competing, directly or indirectly, with the business of such previous employer or any other party. I further represent that my performance of all the terms of this Agreement as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment with the Company. I will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or others.
- 11. Remedies Upon Breach. I understand that the restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and I consider them to be reasonable for such purpose. Any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and therefore, in the event of such breach, the Company, in addition to such other remedies which may be available, will be entitled to specific performance and other injunctive relief.



- 12. Use of Voice, Image and Likeness. I give the Company permission to use my voice, image or likeness, with or without using my name, for the purposes of advertising and promoting the Company, or for other purposes deemed appropriate by the Company in its reasonable discretion, except to the extent expressly prohibited by law.
- 13. Publications and Public Statements. I will obtain the Company's written approval before publishing or submitting for publication any material that relates to my work at the Company and/or incorporates any Proprietary Information. To ensure that the Company delivers a consistent message about its products, services and operations to the public, and further in recognition that even positive statements may have a detrimental effect on the Company in certain securities transactions and other contexts, any statement about the Company which I create, publish or post during my period of employment and for six (6) months thereafter, on any media accessible by the public, including but not limited to electronic bulletin boards and Internet-based chat rooms, must first be reviewed and approved by an officer of the Company before it is released in the public domain.
- 14. No Employment Obligation. I understand that this Agreement does not create an obligation on the Company or any other person to continue my employment. I acknowledge that, unless otherwise agreed in a formal written employment agreement signed on behalf of the Company by an authorized officer, my employment with the Company is at will and therefore may be terminated by the Company or me at any time and for any reason.
- 15. Survival and Assignment by the Company. I understand that my obligations under this Agreement will continue in accordance with its express terms regardless of any changes in my title, position, duties, salary, compensation or benefits or other terms and conditions of employment. I further understand that my obligations under this Agreement will continue following the termination of my employment regardless of the manner of such termination and will be binding upon my heirs, executors and administrators. The Company will have the right to assign this Agreement to its affiliates, successors and assigns. I expressly consent to be bound by the provisions of this Agreement for the benefit of the Company or any parent, subsidiary or affiliate to whose employ I may be transferred without the necessity that this Agreement be resigned at the time of such transfer.
- 17. Severability. In case any provisions (or portions thereof) contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If, moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.
- 18. Interpretation. This Agreement will be deemed to be made and entered into in the Commonwealth of Massachusetts, and will in all respects be interpreted, enforced and governed under the laws of the Commonwealth of Massachusetts. I hereby agree to consent to personal jurisdiction of the state and federal courts situated within the Commonwealth of Massachusetts for purposes of enforcing this Agreement, and waive any objection that I might have to personal jurisdiction or venue in those courts.



SALARIED

In addition to the hourly handbook, the following policies, rules and regulations apply to all Salaried Employees who work for Clover. All salaried employees, managers, assistant managers and corporate persons, are expected to follow and enforce company policy.

SALARIED EMPLOYEES

Salaried employees are paid by salary and not hourly and are exempt from overtime pay and minimum wage provisions of State and Federal wage laws. Salaried employees are expected to work a minimum of 50 hours/week and may be required to work weekends or holidays.

If at any time policy or standards of Clover are broken, a salaried person may be suspended with out pay for any given amount of time.

TIME OFF

Salaried employees earn Paid-Time Off (PTO): 10 days for Assistant Managers and 15 days for Managers/Corporate. Days off are vested quarterly. These days should be used any time salaried employees don't want to or are unable to work, including vacation, holidays, sick days, etc. If you need a day off from work and you don't have PTO, you should request an unpaid (UP) day off from your direct report. As a company, we will try to accommodate these requests as best we can. Anyone on salary can request to take an UP unpaid day with proper advance notice. Partial days off (working less than a normal day of work) will be granted by the same PTO policy. Any salaried person that is looking to take a partial day of work off is required to notify HR in writing.

Vacations should be scheduled at least 1 month in advance. Sickness and other emergencies should be communicated as early as possible. If your location is closed down due to weather or national holidays, we'll work with you to figure out whether you should take PTO, take an UP day, or work at another location.

Unused PTO expires at the end of each calendar year or upon departure if a salaried employee discontinues working at Clover. If a person taking PTO fails to return to work after the last day of approved PTO, the PTO will not be issued to the employee and last day the employee worked will be the last paid day of the pay period.

TRACKING PTO/UP TIME:

See HR Folder (shared with all Salaried Persons in Drive), Leadership Attendance Log. Will give you a balance of PTO and show you what days we have tracked as being taken off, both paid and unpaid. Any requests made will be marked on a calendar and shared with you so that you can track status of request. Questions about PTO or concerns can be addressed with either your direct report or HR.

GREEN LIGHT DATES FOR TIME OFF:

Certain times of year are ideal for taking planned time off. They include January 1-Febuary 28th, December 1-31

BLACKOUT DATES FOR TIME OFF:

Certain times are not ideal for taking planned time off, and there is a high chance that time requested around these dates will be denied. They include April 1-May 31 (Truck Launches) and August 1- September 30 (High Volume Days)

PAY

If there are ever any discrepancies in pay, bring those to the attention of HR (Megan@cloverfastfood.com) ASAP we will work to resolve as soon as possible.

CLOVER HANDBOOK – PROPERTY OF CLOVER FAST FOOD INC. PAGE 16 – 4/3/15



CHECKLIST

	employee		
	te Safety 8	& Sanitat	ion Quiz
Load Er	nployee in	When I	Work
Comple	te direct d	eposit/ P	ay card
Sign cor	nfidentialit	y agreem	nent
Comple	te W-4		
Comple	te M-4		
Comple ⁻	te 19		
Comple ⁻	te WOTC		
Upload	employee	picture to	o Flickr
Order u	niform for	employe	е
☐ Sign Sign	kness Re	porting A	greement
☐ Sign up	employee	for Knife	Skills
(PLEASE INITIAL EACH OF TH	E ABOVE ITEMS TO IN	IDICATE PAPERWO	RK IS COMPLETE)
I have read the Clover employee han handbook which is only to be used a This handbook does not create an en and changes are posted online; Clove understand that it is my responsibility document. If I have any issue with Cleimmediately.	general guidance and not in aployment contract between or retains the right to unilate to understand the handboo	ntended to constitute or on yourself and Clover. The prally change the terms on the content and to stay up	create any enforceable rights. his document is updated regularly of this manual at any time. I dated with changes to this
(Employee Signature)	(Employee Name)	(Date)	
		, ,	
(Manager Signature) (I	Manager Name)	(Date)	
(LOCATION)	TITLE)		



FLICK'R

- 1. SNAP a picture. This should be taken in portrait, NOT LANDSCAPE.
- 2. Start an email to Flickr (in contacts of a Clover iPod).
- 3. In the Subject line:
 - -Introduce new hire (first name only!)
 - -Where will this person work at Clover?
 - -Role at Clover?
 - -Write something interesting about them, should be **non-Clover-related**, something you found out in learning more about them that others would find interesting

EXAMPLE: Meet Harry, he is helping out with prep at KND. He used to live in ME where he cooked for a kids camp focused on farming.

- 4. Send in Actual Format.
- 5. Double check that the picture posted to the website!



Hire Date:
SS#:
First Name:
Last Name:
Birth Date:
Address 1:
Address 2:
City:
State:
Zip:
Phone:
Job Title (circle): PE TM TL AM GM GMIT OTHER Type (circle): Full Time Part Time Seasonal Student Temporary Reports to : Home Department:000H (hourly) or 000S (salary)
FLSA (circle): exempt non exempt
Rate Type(circle): Hourly Bi-Weekly Base Rate/Yearly Salary : Standard Hours:
Federal Status (circle): Single Married
Fedral Exemptions:
State Status (circle) : Single Married State Exemptions :



Authorization for Direct Deposit

	I authorize to deposit my pay automatically to the						
. ,	ow and, if necessary, to adjust or rev	•					
-	rror. This authorization will remain in		el it in writing and				
a reasonable opportunity	to act on it.						
Name on bank accour	nt:						
Name of bank:		_					
Bank account number:		Checking	or Savings				
Bank routing number:							
Amount: \$	or entire paycheck						
Balance of pay to:							
	Manual (paper) check						
	Account described below						
	Account described below						
Name on bank accou	nt:						
Name of bank:							
Bank account number:		Checking	or Savings				
Important: Please attach deposited.	a voided check for each bank accord	unt to which funds	should be				
Employee/Contractor sig	nature:						
Data:							
Date:							

Payers: Do not send this form with your Direct Deposit enrollment. Keep for your records.



PAYCARD



ADP Majors TotalPay® Card Application

Branch/Company Code:

Instructions:	Return this	completed	application	via fa	v or mail to
misu uchons.	retuiii tiiis	completed	application	via ia	x oi illali lo.

Fax: (866)-841-9317			Money Network C 7000 Goodlett Fa Cordova, TN 380	rms Pk		rs (8269)
CARD NUMBER						
(Found on the front of your card)						
APPL	ICANT'S N	AME	DATE OF B	IRTH	SOCIAL SECU	URITY NUMBER
(First)	(MI)	(Last)	(MM/DD/Y	(1)	(xxx-	xx-xxxx)
	D. Box will not	, ,	(227	-,	(AAA 2	an many
TIOME ADDITESS (F.C	J. BOX WIII HOL	ве ассеріец)				
(Street Address/Apt #)			(Cit	у)	(State)	(Zip)
PHONE NUMBER			EMAIL ADDR	RESS		
(Home)	(C)	ell)-optional	(Optional)			
	1 (06	ii)-optionai	(Ориона)			
EMPLOYER NAME Clover Fast Food						
(Company Name)						
EMPLOYER CONTACT INF	OPMATION					
Megan Pileggi 401.965.254			me	gan@c	loverfastfoo	d.com
(Phone)	(Fa	x)	(Email Address)		101011111111111111111111111111111111111	<u>uicom</u>
Important Information About A financial institutions to obtain, we complete the fields asking for yo you. I am requesting to establish a I that the information provided ab and the information provided in account and use of the card a account is designed for the direct	erify, and recour name, add DDA account bove is accura this applicate are subject to	ord information that identifier dress, date of birth, social set at Money Network and the te and truthful. I authorize Noion, including verification of all of the terms and cond	s each person who op- curity number, and co- issuance of a TotalF loney Network to obt employment. If my tions described. I u	pens an a other informant Pay Card. ain informapplicatiounderstan	uccount. You are mation that will al Under penalties nation necessary n is accepted, I u d, acknowledge	required to llow us to identify s of perjury, I certify to verify my identity understand that the
(Applicant's Signature)			(Date)			
I authorize my employer (or its pan erroneous credit entry to my that this authorization replaces a notification from me of its termin act on it.	pay card acc any previous	ount, for the purpose of auto authorizations and will rema	matically depositing in in full force and eff	funds into ect until r	o my pay card acc my employer has	count. I understand received written
act on it.						
(Applicant's Signature)			(Date)			



I UNDERSTAND THAT THIS AGREEMENT AFFECTS IMPORTANT RIGHTS. BY SIGNING BELOW, I CERTIFY THAT I HAVE READ IT CAREFULLY AND AM SATISFIED THAT I UNDERSTAND IT COMPLETELY.

IN WITNESS WHEREOF, the undersigned has executed this agreement as a sealed instrument as of the date set forth below.

Signed:	
(Employee's full name)	
Type or print name:	
Date:	



Form W-4 (2015)

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

Exemption from withholding. If you are exempt, complete only lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2015 expires February 16, 2016. See Pub. 505, Tax Withholding and Estimated Tax.

Note. If another person can claim you as a dependent on his or her tax return, you cannot claim exemption from withholding if your income exceeds \$1,050 and includes more than \$350 of unearned income (for example, interest and dividends).

Exceptions. An employee may be able to claim exemption from withholding even if the employee is a dependent, if the employee:

- Is age 65 or older,

The exceptions do not apply to supplemental wages greater than \$1,000,000.

Basic instructions. If you are not exempt, complete the Personal Allowances Worksheet below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earners/multiple jobs situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

Head of household. Generally, you can claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

Tax credits. You can take projected tax credits into account in figuring your allowable number of withholding allowances.

Nonwage income. If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 505 to find out if you should adjust your withholding on Form W-4 or W-4P.

your withholding on Form W-4 or W-4P.

Two earners or multiple jobs. If you have a
working spouse or more than one job, figure the
total number of allowances you are entitled to claim
on all jobs using worksheets from only one Form
W-4. Your withholding usually will be most accurate
when all allowances are claimed on the Form W-4
for the highest paying job and zero allowances are
claimed on the others. See Pub. 505 for details.

Nonresident alien. If you are a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

Check your withholding. After your Form W-4 takes effect, use Pub. 505 to see how the amount you are having withheld compares to your projected total tax for 2015. See Pub. 505, especially if your earnings

• Is blind, or	tax credit may be claimed using the	Personal Allowances		gle) or \$180,000 (Married).		
Will claim adjustments to income; tax credits; or itemized deductions, on his or her tax return.	Worksheet below. See Pub. 505 for converting your other credits into wi	r information on ithholding allowances.		formation about any future orm W-4 (such as legislation it) will be posted at www.irs.gov/w4		
Persona	al Allowances Workshe	et (Keep for your i	records.)			
A Enter "1" for yourself if no one else can o	, ,			A		
You are single and have			Ì			
	only one job, and your spou			в		
ŭ .	ond job or your spouse's wag		, , ,			
C Enter "1" for your spouse. But, you may than one job. (Entering "-0-" may help yo						
	•	•		· · · · · · · · · · · · · · · · · · ·		
D Enter number of dependents (other than						
E Enter "1" if you will file as head of house F Enter "1" if you have at least \$2,000 of cl	•			· —		
F Enter "1" if you have at least \$2,000 of cl (Note. Do not include child support payn	•	•	•			
G Child Tax Credit (including additional ch		•		1		
If your total income will be less than \$6:		,		'1" if you		
have two to four eligible children or less			jibio oriiia, triori 1000	i ii you		
 If your total income will be between \$65,000 	•	-	r "1" for each eligible cl	nild G		
H Add lines A through G and enter total here. (N			•			
•	or claim adjustments to inco	·		·		
For accuracy, and Adjustments Wo	orksheet on page 2.		•			
complete all • If you are single and earnings from all jobs or	I have more than one job or are married and you and your spouse both work and the combined exceed \$50,000 (\$20,000 if married), see the Two-Earners/Multiple Jobs Worksheet on page 2 to					
that apply. avoid having too little to		amed), see the Two-I	Larriers/Multiple Jobs	s Worksheet on page 2 to		
	e situations applies, stop here	and enter the number	r from line H on line 5 o	of Form W-4 below.		
Separate here and	give Form W-4 to your emplo	over. Keep the top pa	rt for your records			
MI A Employe	e's Withholding A	Mowance Ce	rtificate	OMB No. 1545-0074		
Form	_			ONB NO. 1943-0074		
	itled to claim a certain number o he IRS. Your employer may be re			2015		
1 Your first name and middle initial	Last name	equired to seria a copy o		ocial security number		
				•		
Home address (number and street or rural route	3	Single Marrie	ad Married but with	hold at higher Single rate.		
	-			ident alien, check the "Single" box.		
City or town, state, and ZIP code			s from that shown on yo			
		-		a replacement card.		
5 Total number of allowances you are cla	iming (from line H above or	from the applicable v	vorksheet on page 2)	5		
6 Additional amount, if any, you want with	hheld from each paycheck			. 6 \$		
7 I claim exemption from withholding for	2015, and I certify that I mee	et both of the following	ng conditions for exer	nption.		
 Last year I had a right to a refund of a 	all federal income tax withhel	d because I had no t	ax liability, and			
 This year I expect a refund of all fede 	ral income tax withheld beca	use I expect to have	no tax liability.			
If you meet both conditions, write "Exe	•					
Under penalties of perjury, I declare that I have ex	camined this certificate and, to	the best of my knowle	edge and belief, it is tru	e, correct, and complete.		
Employee's signature (This form is not valid unless you sign it.) ▶			Date ►			
8 Employer's name and address (Employer: Com 7 Holyoke St Cambridge MA 0213	plete lines 8 and 10 only if sending 8 Clover Food La	ab, Inc	ode (optional) 10 Emplo	oyer identification number (EIN) 80221		
For Privacy Act and Paperwork Reduction Act	Notice see page 2	Cat No.	10220Q	Form W-4 (2015		

W4



Page 2 Form W-4 (2012) **Deductions and Adjustments Worksheet** Note. Use this worksheet only if you plan to itemize deductions or claim certain credits or adjustments to income. Enter an estimate of your 2012 itemized deductions. These include qualifying home mortgage interest, charitable contributions, state and local taxes, medical expenses in excess of 7.5% of your income, and \$11,900 if married filing jointly or qualifying widow(er) 2 Enter: \$8,700 if head of household \$5,950 if single or married filing separately Subtract line 2 from line 1. If zero or less, enter "-0-" 3 Enter an estimate of your 2012 adjustments to income and any additional standard deduction (see Pub. 505) 5 Add lines 3 and 4 and enter the total. (Include any amount for credits from the Converting Credits to 5 Enter an estimate of your 2012 nonwage income (such as dividends or interest) . . . 6 6 7 8 Divide the amount on line 7 by \$3,800 and enter the result here. Drop any fraction 8 9 Enter the number from the **Personal Allowances Worksheet,** line H, page 1 10 Add lines 8 and 9 and enter the total here. If you plan to use the Two-Earners/Multiple Jobs Worksheet,

'0			,	•	d enter this total on Fo	•		
	also effici thi	s total on line	i below. Otherwise,	Stop nere an	d enter this total on Fo	iii vv-4, iiie t	o, page 1 10	
	•	Two-Earne	rs/Multiple Jobs	Worksheet	t (See Two earners o	or multiple i	obs on page 1.)	
Note			the instructions unde			, ,	<u> </u>	
1	Enter the numb	oer from line H,	page 1 (or from line 10 a	above if you us	ed the Deductions and A	djustments Wo	orksheet) 1	
2			. • .	•	EST paying job and en	-	· —	
			• • • • • • • • • • • • • • • • • • • •		ing job are \$65,000 or		•	
	•	٠.			•		2	
3	If line 1 is m	ore than or	equal to line 2. subt	ract line 2 fro	om line 1. Enter the re	sult here (if z		
•			•		of this worksheet	`	•	
Note	e. If line 1 is les	s than line 2.	enter "-0-" on Form	W-4. line 5. p	age 1. Complete lines	through 9 b	elow to figure the addit	tional
			sary to avoid a year-		g- · · · · · ·	·g. · · ·		
4	Enter the nur	nher from line	e 2 of this worksheet			4		
5			e 1 of this worksheet			5		
6	Subtract line						6	
7					ST paying job and ente		· · · · 	
8					additional annual withh			
9		•			12. For example, divide	•		
"		•		•	2011. Enter the result h		•	
	•	•	•		om each paycheck .			
	iiio o, pago i			oo waaniola ii	I			
	Maurical Filina		ole 1 All Other	-	Manusia d Filina		ble 2 All Othe	
	Married Filing	Jointly	All Other	S	Married Filing	ointly	All Other	rs
	es from LOWEST g job are—	Enter on line 2 above	If wages from LOWEST paying job are –	Enter on line 2 above	If wages from HIGHEST paying job are—	Enter on line 7 above	If wages from HIGHEST paying job are—	Enter on line 7 above
5,0	\$0 - \$5,000 01 - 12,000 01 - 22,000	0 1 2	\$0 - \$8,000 8,001 - 15,000 15,001 - 25,000	0 1 2	\$0 - \$70,000 70,001 - 125,000	\$570 950	\$0 - \$35,000 35,001 - 90,000 90,001 - 170,000	\$570 950 1.060

	Table I			Table 2			
Married Filing	Married Filing Jointly		All Others		Married Filing Jointly All Others		's
If wages from LOWEST paying job are—	Enter on line 2 above	If wages from LOWEST paying job are—	Enter on line 2 above	If wages from HIGHEST paying job are—	Enter on line 7 above	If wages from HIGHEST paying job are—	Enter on line 7 above
\$0 - \$5,000 5,001 - 12,000 12,001 - 22,000 22,001 - 25,000 25,001 - 30,000 30,001 - 40,000 40,001 - 48,000 48,001 - 55,000 65,001 - 65,000 65,001 - 72,000 72,001 - 85,000 85,001 - 97,000 97,001 - 110,000 110,001 - 120,000 120,001 - 135,000 135,001 and over	0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	\$0 - \$8,000 8,001 - 15,000 15,001 - 25,000 25,001 - 30,000 30,001 - 40,000 40,001 - 50,000 50,001 - 65,000 65,001 - 80,000 80,001 - 95,000 95,001 - 120,000 120,001 and over	0 1 2 3 4 5 6 7 8 9	\$0 - \$70,000 70,001 - 125,000 125,001 - 190,000 190,001 - 340,000 340,001 and over	\$570 950 1,060 1,250 1,330	\$0 - \$35,000 35,001 - 90,000 90,001 - 170,000 170,001 - 375,000 375,001 and over	\$570 950 1,060 1,250 1,330

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly compileted form will result in your being treated as a single person who claims no withholding allowances; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation; to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws; and to the Department of Health and Human Services for use in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.



FORM M-4	MASSACHUSETTS EMPLOYEE'S WITHHOLDING EXEMPTION CERTIFICATE Rev. 1/08
Print full name	Social Security no.
Print home address	City State Zip
Employee: File this form or Form W-4 with your employer. Otherwise,	HOW TO CLAIM YOUR WITHHOLDING EXEMPTIONS 1. Your personal exemption. Write the figure "1." If you are age 65 or over or will be before next year, write "2"
Massachusetts Income Taxes will be withheld from your wages without exemptions.	2. If married and if exemption for spouse is allowed, write the figure "4." If your spouse is age 65 or over or will be before next year and if otherwise qualified, write "5." See Instruction C
Employer: Keep this certificate with your records. If the employee is believed to have claimed excessive exemptions, the Massachusetts Department of Revenue should be so advised.	3. Write the number of your qualified dependents. See Instruction D
•	thholding exemptions claimed on this certificate does not exceed the number to which I am entitled. Signed

THE COMMONWEALTH OF MASSACHUSETTS, DEPARTMENT OF REVENUE

A. Number. If you claim **more** than the correct number of exemptions, civil and criminal penalties may be imposed. You may claim a smaller number of exemptions. If you do not file a certificate, your employer must withhold on the basis of no exemptions.

If you expect to owe more income tax than will be withheld, you may either claim a smaller number of exemptions or enter into an agreement with your employer to have additional amounts withheld.

You should claim the total number of exemptions to which you are entitled to prevent excessive overwithholding, unless you have a significant amount of other income.

If you work for more than one employer at the same time, you must not claim any exemptions with employers other than your principal employer.

If you are married and if your spouse is subject to withholding, each may claim a personal exemption.

B. Changes. You may file a new certificate at any time if the number of exemptions **increases.** You **must** file a new certificate within 10 days if the number of exemptions previously claimed by you **decreases.** For example, if during the year your dependent son's income indicates that you will not provide over half of his support for the year, you must file a new certificate.

C. Spouse. If your spouse is not working or if she or he is working but not claiming the personal exemption or the age 65 or over exemption, generally you may claim those exemptions in line 2. However, if you are planning to file separate annual tax returns, you should not claim withholding exemptions for your spouse or for any dependents that will not be claimed on your annual tax return.

If claiming a wife or husband, write "4" in line 2. Using "4" is the withholding system adjustment for the \$4,400 exemption for a spouse.

D. Dependent(s). You may claim an exemption in line 3 for each individual who qualifies as a dependent under the Federal Income Tax Law. In addition, if one or more of your dependents will be under age 12 at year end, add "1" to your dependents total for line 3.

You are not allowed to claim "federal withholding deductions and adjustments" under the Massachusetts withholding system.

If you have income not subject to withholding, you are urged to have additional amounts withheld to cover your tax liability on such income. See line 5.

IF YOU CLAIM THE SAME NUMBER OF EXEMPTIONS FOR MASSACHUSETTS AND U.S. INCOME TAXES, COMPLETE U.S. FORM W-4 ONLY.





Employment Eligibility Verification

USCIS Form I-9 OMB No. 1615-0047 Expires 03/31/2016

Department of Homeland Security U.S. Citizenship and Immigration Services

▶START HERE. Read instructions carefully before completing this form. The instructions must be available during completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1. Employee Informa than the first day of employment, but			and sign S	Section 1	of Form I-9 no later
Last Name (Family Name)	First Name (Given Nam	ne) Middle Initia	Other Nam	nes Used ((if any)
Address (Street Number and Name)	Apt. Number	City or Town		State	Zip Code
Date of Birth (mm/dd/yyyy) U.S. Social S	Security Number E-mail Addre	ess		Telep	phone Number
am aware that federal law provides connection with the completion of t	•	fines for false statement	s or use o	f false do	ocuments in
I attest, under penalty of perjury, th	at I am (check one of the	following):			
A citizen of the United States	•	. ,			
A noncitizen national of the United	d States (See instructions)				
A lawful permanent resident (Alier		IS Number):			
An alien authorized to work until (expi	ration date, if applicable, mm/c	dd/yyyy)	. Some alie	ns may w	rite "N/A" in this field.
For aliens authorized to work, pro	vide your Alien Registration	Number/USCIS Number C	DR Form I-9	94 Admis	sion Number:
1. Alien Registration Number/USC	CIS Number:				3-D Barcode
OR				Do N	งาง Barcode Not Write in This Space
2. Form I-94 Admission Number:					
If you obtained your admission States, include the following:	number from CBP in conne	ction with your arrival in the	United		
Foreign Passport Number: _					
Country of Issuance:					
Some aliens may write "N/A" or	n the Foreign Passport Num	ber and Country of Issuand	ce fields. (S	See instru	uctions)
Signature of Employee:			Date (mi	m/dd/yyyy,):
Preparer and/or Translator Cert employee.)	ification (To be completed	d and signed if Section 1 is	prepared b	y a perso	on other than the
I attest, under penalty of perjury, th information is true and correct.	at I have assisted in the c	ompletion of this form an	d that to tl	ne best c	of my knowledge the
Signature of Preparer or Translator:				Date	(mm/dd/yyyy):
Last Name (Family Name)		First Name (Gi	ven Name)		
Address (Street Number and Name)		City or Town		State	Zip Code
	STOP Employer Co	ompletes Next Page	STOP	<u> </u>	

Form I-9 03/08/13 N Page 7 of 9



Section 2. Employer or Authorized Representative Review and Verification

(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR examine a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents" on the next page of this form. For each document you review, record the following information: document title, issuing authority, document number, and expiration date, if any.)

Employee Last Name, First Name and Middle Initial from Section 1:								
List A OF		ist B entity			AND	Em	List C	Authorization
Document Title:	Document Title:				Docur	ment Tit	le:	
Issuing Authority:	Issuing Authorit	y:			Issuin	g Autho	rity:	
Document Number:	Document Num	ber:			Docur	ment Nu	ımber:	
Expiration Date (if any)(mm/dd/yyyy):	Expiration Date (if any)(mm/dd/yyyy): Expiration Date ():	Expira	ation Da	te (if any)(m	nm/dd/yyyy):
Document Title:								
Issuing Authority:								
Document Number:								
Expiration Date (if any)(mm/dd/yyyy):								3-D Barcode
Document Title:								Write in This Space
Issuing Authority:								
Document Number:								
Expiration Date (if any)(mm/dd/yyyy):								
Certification								
attest, under penalty of perjury, that (1) I above-listed document(s) appear to be ger amployee is authorized to work in the Unit	nuine and to re							
The employee's first day of employment (nm/dd/yyyy):			(See i	nstructio	ns for	exemptio	ns.)
Signature of Employer or Authorized Representative	/e	Date (mm/dd/yyyy) Title of Employe		yer or A	r or Authorized Representative			
Last Name (Family Name)	First Name (Give	n Name	Varne) Employer's Business or Organization Name			me		
					ver Foo	d Lab	Inc	
Employer's Business or Organization Address (Street Number and 7 Holyoke Street			City or Towr					Zip Code 02138
Section 3. Reverification and Rehi	res (To be con	mnloto	d and ciano	d by ompl	lover or a	uthoriza	nd raprasa	ntativo)
A. New Name (if applicable) Last Name (Family Na								plicable) (mm/dd/yyyy):
C. If employee's previous grant of employment author presented that establishes current employment a					ne documer	nt from L	ist A or List	C the employee
Document Title: Docu		ument Number:		E	Expiration Date (if any)(mm/dd/yyyy):			
attest, under penalty of perjury, that to the line employee presented document(s), the do	•	-		•				,
Signature of Employer or Authorized Representation	ve: Date	(mm/da	l/yyyy):	Print Nar	me of Empl	loyer or	Authorized	Representative:

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LISTS OF ACCEPTABLE DOCUMENTS

All documents must be unexpired

LIST A

LIST B

LIST C

e that specifies e issuance of the
orize e United States
irth Abroad artment of State
eport of Birth artment of State
ed copy of birth
authority, or lited States
l seal
tribal document
ard (Form I-197)
d for Use of n the United 9)
orization by the
omeland Security

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)





Form **8850**(Rev. January 2012)
Department of the Treasury Internal Revenue Service

Pre-Screening Notice and Certification Request for the Work Opportunity Credit

OMB No. 1545-1500

Form **8850** (Rev. 1-2012)

► See separate instructions.

Your r	me Social security number ▶	
Street	ddress where you live	
City o	own, state, and ZIP code	
Count	Telephone number	
lf you	re under age 40, enter your date of birth (month, day, year)	
1	Check here if you received a conditional certification from the state workforce agency (SWA) or a participating local a for the work opportunity credit.	gency
2	 Check here if any of the following statements apply to you. I am a member of a family that has received assistance from Temporary Assistance for Needy Families (TANF) for months during the past 18 months. I am a veteran and a member of a family that received Supplemental Nutrition Assistance Program (SNAP) benefits stamps) for at least a 3-month period during the past 15 months. 	•
	 I was referred here by a rehabilitation agency approved by the state, an employment network under the Ticket to W program, or the Department of Veterans Affairs. 	ork
	 I am at least age 18 but not age 40 or older and I am a member of a family that: a Received SNAP benefits (food stamps) for the past 6 months, or b Received SNAP benefits (food stamps) for at least 3 of the past 5 months, but is no longer eligible to receive them. During the past year, I was convicted of a felony or released from prison for a felony. I received supplemental security income (SSI) benefits for any month ending during the past 60 days. I am a veteran and I was unemployed for a period or periods totaling at least 4 weeks but less than 6 months duri past year. 	ng the
3	Check here if you are a veteran and you were unemployed for a period or periods totaling at least 6 months during th year.	e past
4	Check here if you are a veteran entitled to compensation for a service-connected disability and you were discharg released from active duty in the U.S. Armed Forces during the past year.	ed or
5	Check here if you are a veteran entitled to compensation for a service-connected disability and you were unemployed period or periods totaling at least 6 months during the past year.	l for a
6	Check here if you are a member of a family that: • Received TANF payments for at least the past 18 months, or • Received TANF payments for any 18 months beginning after August 5, 1997, and the earliest 18-month period begafter August 5, 1997, ended during the past 2 years, or • Stopped being eligible for TANF payments during the past 2 years because federal or state law limited the maximum those payments could be made.	
	Signature—All Applicants Must Sign	
	nalties of perjury, I declare that I gave the above information to the employer on or before the day I was offered a job, and it is, to the best of my knowledge, and complete.	true,
1-1-	Deter	
Job a	olicant's signature ▶ Date	

Cat. No. 22851L

For Privacy Act and Paperwork Reduction Act Notice, see page 2.





Form 8850 (Rev. 1-2013	3)				Page 2
		For Employer's Use Or	nly		
Employer's name	Clover Food Lab Inc	Telephone no.	4019652544	EIN ▶2715	580221
Street address	7 Holyoke Street				
City or town, state	, and ZIP code	je MA 02143			
Person to contact,	if different from above		Teleph	none no.	
Street address					
City or town, state	, and ZIP code				
,	dividual's age and home address, n the separate instructions), enter		·		
Date applicant:					
Gave information	Was offered job	Wa hir	as red	Started job	
information I have furn	jury, I declare that the applicant provided ished is, to the best of my knowledge, tres a member of a targeted group. I hereby	ue, correct, and complete. Based	d on the information the	job applicant furnished o	
Employer's signa	ture ▶	HI Title	R Director	Date	4.3.15

Privacy Act and Paperwork Reduction Act Notice

Section references are to the Internal Revenue Code.

Section 51(d)(13) permits a prospective employer to request the applicant to complete this form and give it to the prospective employer. The information will be used by the employer to complete the employer's federal tax return. Completion of this form is voluntary and may assist members of targeted groups in securing employment. Routine uses of this form include giving it to the state workforce agency (SWA), which will contact appropriate sources to confirm that the applicant is a member of a targeted group. This form may also be given to the Internal Revenue Service for administration of the Internal Revenue laws, to the Department of Justice for civil and

criminal litigation, to the Department of Labor for oversight of the certifications performed by the SWA, and to cities, states, and the District of Columbia for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Recordkeeping . . 6 hr., 27 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224.

Do not send this form to this address. Instead, see *When and Where To File* in the separate instructions.

Form **8850** (Rev. 1-2013)



SICKNESS AGREEMENT

Preventing Transmission of Diseases through Food by Infected Food Employees with Emphasis on illness due to Salmonella Typhi, Shigella spp., Escherichia coli 0157:H7, and Hepatitis A Virus

The purpose of this agreement is to ensure that Food Employees notify the Person in Charge when they experience any of the conditions listed so that the Person in Charge can take appropriate steps to preclude the transmission of foodbome illness.

I AGREE TO REPORT TO THE PERSON IN CHARGE:

FUTURE SYMPTOMS and PUSTULAR LESIONS:

- 1. Diarrhea
- 2. Fever
- 3. Vomiting
- 4. Jaundice
- 5. Sore throat with fever
- 6. Lesions containing pus on the hand, wrist, or an exposed body part (Such as boils and infected wounds, however small)

FUTURE MEDICAL DIAGNOSIS

Whenever diagnosed as being ill with typhoid fever (*Salmonella* Typhi), shigellosis (*Shigella* spp.), *Escherichia coli* 0157:H7 infection (E. coli 0157:H7), or hepatitis A (hepatitis A virus. Entamoeba histolytica, Campylobactor spp., Vibroa Cholera spp., Cryptosporidium parvum, Giardia lamblia, Hemolytic Uremic Syndrom, Salmonellia spp (non-typhil), Yersinia enterocolitica, or cyclospora cayentanensis.

FUTURE HIGH-RISK CONDITIONS:

- 1. Exposure to or suspicion of causing any confirmed outbreak of typhoid fever, shigellosis, *E. coli* 0157:H7 infection, or hepatitis A
- 2. A household member diagnosed with typhoid fever, shigellosis, illness due to *E. coli* 0157:H7, or hepatitis A
- 3. A household member attending or working in a setting experiencing a confirmed outbreak of typhoid fever, shigellosis, *E. coli* 0157:H7 infection, or hepatitis A

I have read (or had explained to me) and understand the requirements concerning my responsibilities under the Food Code and this agreement to comply with the reporting requirements specified above involving symptoms, diagnoses, and high-risk conditions specified. I also understand that should I experience one of the above symptoms or high risk conditions, or should I be diagnosed with one of the above illnesses, I may be asked to change my job or to stop working all together until such symptoms or illnesses have resolved. I will abide by all Clover requirements concerning food safety and hygienic practices outlined in the latest version of the Clover handbook and training materials.

I understand that failure to comply with the terms of this agreement could lead to action by the food establishment or the food regulatory authority that may jeopardize my employment and may involve legal action against me.

Applicant or Food Employee Name (please print) : $_$	
Signature of Applicant or Food Employee	DATE
Signature of Manager	DATE