



CLOVER EMPLOYEE HANDBOOK
v. 1/13/12

PROPERTY OF CLOVER FAST FOOD INC.



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 (\$8/ hr)

When you start working for Clover you are hired provisionally. You will be considered for the position of Team Member after a 4-7 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 4-week period, we still have reservations, we will shake hands and part ways as friends.

Team Member (\$9.50 - \$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, laughing. You will start at the base pay rate (\$9.50) and be eligible for a \$0.50 raise to \$10.00 after 6 months. Following that you will be eligible for a \$0.50 pay increase every year to a maximum of \$11.50/ hr. You will receive monthly feedback from your manager about your performance.

Team Leader (\$11 - \$14/ 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 first name.

Team Leaders are required to be Serv-Safe certified. Team Leaders will receive feedback from their manager once a month. Team Leaders will be eligible for annual pay increases of \$1/ hr after their first anniversary in the role.

Assistant Manager (\$30,000 salary, benefits, average of 50 hrs/ wk)

You will need to work into this role. You'll be the right hand to a Clover manager running the ship when they are not there.

Manager (\$40,000-55,000/ year, benefits, average of 50 hrs/ wk)

You'll be running a not-so-small business. This is where Clover's future leaders are forged.

Health Insurance

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

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.



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.

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. If you're a team leader you need to give at least 2 weeks advance notice. If you're a manager or assistant manager you'll be expected to give 1 month advance notice.

SICK DAYS

We're determined not to ever 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.

ATTENDANCE

We really want to provide the best possible experience to all of our customers; we feel they deserve this. When one of us is absent or late it can really affect the customer's perception and experience. It can also affect the team who has to work that much harder to insure efficient operations. We understand that there are emergencies that may cause you to be absent or may 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 a bona fide emergency or are sick, you are expected to work every shift for which you are scheduled.

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. So if you are scheduled to start work at 7am, you are dressed in a clean and proper uniform and 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.

BREAKS

Breaks are at the discretion of the manager or team leader in charge. If you're working a longer shift (more than 6 hours) you are entitled to a 30 minute meal break, unpaid. If you choose to take this break we request that you talk to your manager before they schedule your shift to ensure they have proper coverage for your break.

MEALS

Clover will buy you 1 sandwich per shift. We will sell you beverages at an employee discount.

Any other food (additional beverages, salads, soups, whoopie pies, additional sandwiches) you should pay for. 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.



GENERAL (CON'T)

UNIFORM

Clover will buy you a T-shirt, a pair of jeans, and a Clover hat. If you need additional or replacement items, we will sell them to you at cost. You must wear your Clover uniform anytime you are working. We expect you to look professional (clean hair, shaved, etc). If you have long hair that is not pulled back and contained by the hat you will have to wear a hair net. Facial piercings are not to be worn during your shift.

You must wear slip-resistant closed-toed shoes at work. Many of us like Croc Bistro Clog shoes. They have great non-skid soles and are inexpensive and durable. Ask your supervisor about Clover discounts if you are interested.

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, leased or 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 email 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, no smoking in a vehicle, and no use or possession of any drugs.

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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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

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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,

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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

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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.



CHECKLIST

- Reviewed employee handbook
- Submit personal info
- Complete direct deposit/ Pay card
- Sign confidentiality agreement
- Completed W-4
- Completed M-4
- Completed I9

(PLEASE INITIAL EACH OF THE ABOVE ITEMS TO INDICATE PAPERWORK IS COMPLETE)

I have read the Clover employee handbook, understand its contents, and will adhere to Clover's policies. I understand that if I have any issue with any current or future Clover policies it is my responsibility to raise those issues with Clover management.

(Employee Signature) (Employee Name) (Date)

(Manager Signature) (Manager Name) (Date)

(Clover Location Email Address)



PERSONAL INFO

EMPLOYEE INFORMATION

This requires computer access. If you don't have access to a computer just *let us know and we can help give you access.*

GMAIL ADDRESS:

If you don't have one, you will need to set one up now.

SEND US AN EMAIL:

Please send an email from your gmail account to the email address listed on the front of your packet with the following information. If any of this information changes in the future it is your responsibility to send an update email to your manager.

- Full name
- Local address
- Cell phone
- Email
- Preferred method of contact
- Person to contact in case of an emergency
- Birth date
- Preferred hours to work (ex: 12pm-8pm, 11am-3pm)
- Total number of desired hours (ex: 20, 40)
- Any sickness/ illness/ other condition that could impact your work, personal safety, or safety of others

SCHEDULE

We need you to get us your schedule ASAP. Here's how it works:

- Use your gmail account to create a calendar. Name the calendar by your name [lastname.firstname]
- Block out times you are not available. We schedule Monday for the next week. So anything that is free on your calendar Monday is fair game for scheduling
- Share your calendar with us. There is a little table to the right of the google calendar name, click that and you will get the opportunity to share this calendar. Share with the email address on the front of this packet.
- When the schedule is up (end of day Monday) managers send out an email to all employees announcing the hours for the upcoming week.



DIRECT DEPOSIT

Authorization for Direct Deposit

I authorize _____ to deposit my pay automatically to the account(s) indicated below and, if necessary, to adjust or reverse a deposit for any payroll entry made to my account in error. This authorization will remain in effect until I cancel it in writing and in such time as to afford _____ a reasonable opportunity to act on it.

Name on bank account: _____

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

Name on bank account: _____

Name of bank: _____

Bank account number: _____ Checking or Savings

Bank routing number: _____

Important: Please attach a voided check for each bank account to which funds should be deposited.

Employee/Contractor signature: _____

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 fax or mail to:

Fax: (866)-841-9317

Mail: Money Network Operations, ADP Majors (8269)
7000 Goodlett Farms Pkwy, Suite 200
Cordova, TN 38016

CARD NUMBER
(Found on the front of your card)

APPLICANT'S NAME			DATE OF BIRTH	SOCIAL SECURITY NUMBER
(First)	(MI)	(Last)	(MM/DD/YY)	(xxx-xx-xxxx)

HOME ADDRESS (P.O. Box will not be accepted)			
(Street Address/Apt #)	(City)	(State)	(Zip)

PHONE NUMBER		EMAIL ADDRESS
(Home)	(Cell)-optional	(Optional)

EMPLOYER NAME
Clover Fast Food
(Company Name)

EMPLOYER CONTACT INFORMATION		
Megan Pileggi 401.965.2544		megan@cloverfastfood.com
(Phone)	(Fax)	(Email Address)

Important Information About Applying for an Account Meta Bank complies with Section 326 of the USA PATRIOT Act, which requires financial institutions to obtain, verify, and record information that identifies each person who opens an account. You are required to complete the fields asking for your name, address, date of birth, social security number, and other information that will allow us to identify you.

I am requesting to establish a DDA account at Money Network and the issuance of a TotalPay Card. Under penalties of perjury, I certify that the information provided above is accurate and truthful. I authorize Money Network to obtain information necessary to verify my identity and the information provided in this application, including verification of employment. If my application is accepted, I understand that the account and use of the card are subject to all of the terms and conditions described. I understand, acknowledge and agree that the account is designed for the direct deposit of payroll funds. No interest will be earned on funds in my account.

(Applicant's Signature) (Date)

I authorize my employer (or its payroll service provider) to initiate credit entries and, if necessary, to initiate any action to reverse or correct an erroneous credit entry to my pay card account, for the purpose of automatically depositing funds into my pay card account. I understand that this authorization replaces any previous authorizations and will remain in full force and effect until my employer has received written notification from me of its termination in such time and in such manner as to afford my employer and the bank a reasonable opportunity to act on it.

(Applicant's Signature) (Date)

ABA Routing # _____

Account # _____

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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: _____



W4

Form W-4 (2012)

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay.

Exemption from withholding. If you are exempt, complete only lines 1, 2, 3, 4, and 7 and sign the form to validate it.

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 \$950 and includes more than \$300 of unearned income.

Basic instructions. If you are not exempt, complete the Personal Allowances Worksheet below.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances.

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.

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.

income, see Pub. 505 to find out if you should adjust 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.

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 2012.

Future developments. The IRS has created a page on IRS.gov for information about Form W-4, at www.irs.gov/w4.

Personal Allowances Worksheet (Keep for your records.)

Worksheet with lines A through H for determining allowances. Includes instructions for accuracy and a note to stop here if none of the situations apply.

Separate here and give Form W-4 to your employer. Keep the top part for your records.

Employee's Withholding Allowance Certificate form with fields for name, address, social security number, marital status, and allowances.

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

Cat. No. 10220Q

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.

1 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 miscellaneous deductions **1** \$ _____

2 Enter: $\left\{ \begin{array}{l} \$11,900 \text{ if married filing jointly or qualifying widow(er)} \\ \$8,700 \text{ if head of household} \\ \$5,950 \text{ if single or married filing separately} \end{array} \right\}$ **2** \$ _____

3 **Subtract** line 2 from line 1. If zero or less, enter "-0-" **3** \$ _____

4 Enter an estimate of your 2012 adjustments to income and any additional standard deduction (see Pub. 505) **4** \$ _____

5 **Add** lines 3 and 4 and enter the total. (Include any amount for credits from the *Converting Credits to Withholding Allowances for 2012 Form W-4* worksheet in Pub. 505.) **5** \$ _____

6 Enter an estimate of your 2012 nonwage income (such as dividends or interest) **6** \$ _____

7 **Subtract** line 6 from line 5. If zero or less, enter "-0-" **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 **9** _____

10 **Add** lines 8 and 9 and enter the total here. If you plan to use the **Two-Earners/Multiple Jobs Worksheet**, also enter this total on line 1 below. Otherwise, **stop here** and enter this total on Form W-4, line 5, page 1 **10** _____

Two-Earners/Multiple Jobs Worksheet (See Two earners or multiple jobs on page 1.)

Note. Use this worksheet *only* if the instructions under line H on page 1 direct you here.

1 Enter the number from line H, page 1 (or from line 10 above if you used the **Deductions and Adjustments Worksheet**) **1** _____

2 Find the number in **Table 1** below that applies to the **LOWEST** paying job and enter it here. **However**, if you are married filing jointly and wages from the highest paying job are \$65,000 or less, do not enter more than "3" **2** _____

3 If line 1 is **more than or equal to** line 2, subtract line 2 from line 1. Enter the result here (if zero, enter "-0-") and on Form W-4, line 5, page 1. **Do not** use the rest of this worksheet **3** _____

Note. If line 1 is **less than** line 2, enter "-0-" on Form W-4, line 5, page 1. Complete lines 4 through 9 below to figure the additional withholding amount necessary to avoid a year-end tax bill.

4 Enter the number from line 2 of this worksheet **4** _____

5 Enter the number from line 1 of this worksheet **5** _____

6 **Subtract** line 5 from line 4 **6** _____

7 Find the amount in **Table 2** below that applies to the **HIGHEST** paying job and enter it here **7** \$ _____

8 **Multiply** line 7 by line 6 and enter the result here. This is the additional annual withholding needed **8** \$ _____

9 Divide line 8 by the number of pay periods remaining in 2012. For example, divide by 26 if you are paid every two weeks and you complete this form in December 2011. Enter the result here and on Form W-4, line 6, page 1. This is the additional amount to be withheld from each paycheck **9** \$ _____

Table 1				Table 2			
Married Filing Jointly		All Others		Married Filing Jointly		All Others	
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	0	\$0 - \$8,000	0	\$0 - \$70,000	\$570	\$0 - \$35,000	\$570
5,001 - 12,000	1	8,001 - 15,000	1	70,001 - 125,000	950	35,001 - 90,000	950
12,001 - 22,000	2	15,001 - 25,000	2	125,001 - 190,000	1,060	90,001 - 170,000	1,060
22,001 - 25,000	3	25,001 - 30,000	3	190,001 - 340,000	1,250	170,001 - 375,000	1,250
25,001 - 30,000	4	30,001 - 40,000	4	340,001 and over	1,330	375,001 and over	1,330
30,001 - 40,000	5	40,001 - 50,000	5				
40,001 - 48,000	6	50,001 - 65,000	6				
48,001 - 55,000	7	65,001 - 80,000	7				
55,001 - 65,000	8	80,001 - 95,000	8				
65,001 - 72,000	9	95,001 - 120,000	9				
72,001 - 85,000	10	120,001 and over	10				
85,001 - 97,000	11						
97,001 - 110,000	12						
110,001 - 120,000	13						
120,001 - 135,000	14						
135,001 and over	15						

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 completed 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.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.



M4

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, Massachusetts Income Taxes will be withheld from your wages without exemptions.

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.

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"
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.
3. Write the number of your qualified dependents. See Instruction D.
4. Add the number of exemptions which you have claimed above and write the total
5. Additional withholding per pay period under agreement with employer \$
A. Check if you will file as head of household on your tax return.
B. Check if you are blind. C. Check if spouse is blind and not subject to withholding.
D. Check if you are a full-time student engaged in seasonal, part-time or temporary employment whose estimated annual income will not exceed \$8,000.

EMPLOYER: DO NOT withhold if Box D is checked.

I certify that the number of withholding exemptions claimed on this certificate does not exceed the number to which I am entitled.

Date Signed

THIS FORM MAY BE REPRODUCED

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.



OMB No. 1615-0047; Expires 08/31/12

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

Form I-9, Employment Eligibility Verification

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 documents have a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Verification (To be completed and signed by employee at the time employment begins.)

Print Name: Last First Middle Initial Maiden Name
Address (Street Name and Number) Apt. # Date of Birth (month/day/year)
City State Zip Code Social Security #

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following):

- A citizen of the United States
A noncitizen national of the United States (see instructions)
A lawful permanent resident (Alien #)
An alien authorized to work (Alien # or Admission #) until (expiration date, if applicable - month/day/year)

Employee's Signature Date (month/day/year)

Preparer and/or Translator Certification (To be completed and signed if Section 1 is prepared by a person other than the employee.) I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.

Preparer's/Translator's Signature Print Name
Address (Street Name and Number, City, State, Zip Code) Date (month/day/year)

Section 2. Employer Review and Verification (To be completed and signed by employer. Examine one document from List A OR examine one document from List B and one from List C, as listed on the reverse of this form, and record the title, number, and expiration date, if any, of the document(s).)

List A OR List B AND List C
Document title:
Issuing authority:
Document #:
Expiration Date (if any):
Document #:
Expiration Date (if any):

CERTIFICATION: I attest, under penalty of perjury, that I have examined the document(s) presented by the above-named employee, that the above-listed document(s) appear to be genuine and to relate to the employee named, that the employee began employment on (month/day/year) and that to the best of my knowledge the employee is authorized to work in the United States. (State employment agencies may omit the date the employee began employment.)

Signature of Employer or Authorized Representative Print Name Title
Business or Organization Name and Address (Street Name and Number, City, State, Zip Code) Date (month/day/year)

Section 3. Updating and Reverification (To be completed and signed by employer.)

A. New Name (if applicable) B. Date of Rehire (month/day/year) (if applicable)

C. If employee's previous grant of work authorization has expired, provide the information below for the document that establishes current employment authorization.
Document Title: Document #: Expiration Date (if any):

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative Date (month/day/year)



LISTS OF ACCEPTABLE DOCUMENTS

All documents must be unexpired

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
1. U.S. Passport or U.S. Passport Card		1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		1. Social Security Account Number card other than one that specifies on the face that the issuance of the card does not authorize employment in the United States
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		2. Certification of Birth Abroad issued by the Department of State (Form FS-545)		
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa		2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		3. Certification of Report of Birth issued by the Department of State (Form DS-1350)
4. Employment Authorization Document that contains a photograph (Form I-766)		3. School ID card with a photograph		4. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
5. In the case of a nonimmigrant alien authorized to work for a specific employer incident to status, a foreign passport with Form I-94 or Form I-94A bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, as long as the period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form		4. Voter's registration card		
		5. U.S. Military card or draft record		5. Native American tribal document
		6. Military dependent's ID card		
		7. U.S. Coast Guard Merchant Mariner Card		6. U.S. Citizen ID Card (Form I-197)
		8. Native American tribal document		
		6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI		9. Driver's license issued by a Canadian government authority
For persons under age 18 who are unable to present a document listed above:				
10. School record or report card				8. Employment authorization document issued by the Department of Homeland Security
11. Clinic, doctor, or hospital record				
	12. Day-care or nursery school record			

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



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 a specified and agreed-upon wage rate biweekly. As such, they are deemed exempt from the overtime and minimum wage provisions of the 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.

PAID TIME OFF (PTO)

Salaried employees earn 15 days/ year, paid time off. Days vest quarterly. These days should be used anytime 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 day off from your manager.

Vacations should be scheduled at least 1 month in advance. Sickness and other emergencies should be communicated as early as possible.

Unused PTO expires at the end of each calendar year.

BENEFITS

There are a number of benefits, including unlimited gym membership and yoga classes that Clover offers to all salaried employees. For more information: careers@cloverfastfood.com.