



CLOVER EMPLOYEE HANDBOOK
v. 02/26/2020

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Welcome!

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 every day, 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 or our Human Resources department. We'll do our best to answer your questions or make changes that improve Clover.

This employee handbook is our attempt to keep you informed of the terms and conditions of your employment like Clover company policies and procedures, it is not considered a contract. Because we are a fast-growing company, it will require us to revise, add or delete from this handbook as needed. The newest version can always be found on the career page of our website. We will do our best to communicate when new versions are published through email as well.

We are excited to have you join the team and can't wait to get to know you better!

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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. Clover does not hire people under the age of 18.

PROMOTING

We really enjoy seeing members of our team advance and expand their skills at Clover. To achieve the ability to accept different or expanded responsibilities at Clover there are frequently trainings and verifications that have to take place, in advance of any promotion. As a result, we adhere to a policy whereunder employee promotions are not effective, for purposes of compensation changes, until:

- (i) you, the employee, have received written confirmation from our Training, HR and/or Payroll department stating that your promotion has been approved; and
- (ii) the next new pay period has started (we have two week pay periods at Clover that start on Saturday).

PAY

Provisional Employee (\$13/hr.)

When you start working for Clover you are hired provisionally. You will be considered for the position of Team Member after you have completed the required PE training outlined in the most recent version of the Teacher's Training guide (you can access this from the Careers page of the website) or our training portal we enroll you in during in-person on-boarding. In addition to the completion of training, 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, if after that conversation we still feel you are unable to complete training and reservations are not addressed, we will shake hands and part ways as friends. This position is designated health plan Variable Hourly and eligible to receive tips in tip eligible locations.

Team Member (\$13.25/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 having a good time. This position is designated health plan Variable Hourly and eligible to receive tips in tip eligible locations.

Clover Guides (\$13.25/hr.)

Clover Guides are carefully chosen people who focus on growing sales and communicate Clover to others. The main responsibilities of the Clover Guide, is to take orders and collect feedback, while helping to keep the front of house sparkling. You must be a fully trained Team Member to become eligible for this role and pass all Order Taking training. This position is designated health plan Variable Hourly and eligible to receive tips in tip eligible locations.

Certified Team Member (\$15/hr.)

All Certified Team Members (CTM) must complete the rigorous and demanding training required to become CERTIFIED at Clover. This includes but is not limited to: all requisite training for Clover Operations (East, West, CG, Fry, History, Food Safety, Values) and the CTM candidate must also obtain certificates for Allergen Awareness and Serv-Safe before being promoted. This position may be obtained only after all required training is completed. The CERTIFIED Team Member should emulate and demonstrate the very best operating skills and attention that is possible in the Clover kitchen. The CTM may open a restaurant in the morning and may close the restaurant in the evening.

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The CTM may often be the most trained and experienced individual in the restaurant and is expected to model that level of excellence and execution for other team members who are working. A high attention to food execution and regular and individualized guest interaction is expected from the CTM. This position is designated health plan Variable Hourly and eligible to receive tips in tip eligible locations.

Team Leader (\$15/hr.)

All Team Leaders start as Team Members and are expected to demonstrate the qualities of a leader before being awarded with the title and pay of an entry-level leader. Team Leaders oversee a shift at Clover coordinating the activities of 2-15 employees when the manager is away. 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 must be Serv-Safe certified and have Allergen Awareness before a promotion can take place. This position is designated health plan Variable Hourly.

Drivers (\$15/hr.)

Drivers help us transport food from our commissary kitchen to our restaurants and food trucks in an efficient and timely manner. As a driver you will help to move food which requires loading, packing, unpack and transporting product from our commissary operation to our store and truck locations. Drivers must present a current and valid driver's license, provide a clean driving record and pass a driving test to qualify for this position. Drivers are responsible for notifying their manager of any traffic violations or suspensions should they occur during their tenure. This position is designated health plan Variable Hourly.

Store Communications Leader (\$15.50/hr.)

Store Communication Leaders have the main duty to be taking orders in a store to start. We believe this role to be most important in building Clover over time. They are living Clover encyclopedias who educate customers and employees to help build sales through word of mouth communication. Communication Leads attend Food Development meetings and bi-weekly communication meetings. We developed this role as a way to build a bench for future corporate position that will support or lead recruitment, training or communication efforts. Store Communication Leads are carefully selected members of the team, they enjoy people, love Clover, they never get sick of talking about all the things we are working toward. They must have previously been trained as Clover Guides and will have to meet a certain sales goal, plus pass the Order Taker validation test before becoming eligible for this role. This role will also be responsible for some minor in-store communications stuff (example: putting up posters, tweeting, Instagram account) in addition to training Clover Guides. This position is designated Health Plan Full-Time and eligible to receive tips in tip eligible locations.

Lead Prep (\$16.75/hr.)

All Lead Prep people are responsible for prepping food in either the commissary kitchen or restaurant and training others on doing this as well. Based on their experience with food and Clover they are also responsible for communicating our food culture to customers and employees, train other prep people, assist in ensuring overall food quality standards and attend weekly food development meetings. They have demonstrated qualities of a leader before being awarded with this pay and title. They must be fully trained in both the Team Member and Prep role and have passed Knife Skills 102. This position is designated health plan Variable Hourly.

Assistant Manager (\$18.75/hr.)

You will need to work into this role. You'll be the assistant to the General Manager and in some cases an Assistant General Manager, responsible for parts of the day when at they are not around. Learning how to hire, train and develop a team while gaining the foundations to what it takes to run a Clover operation will be the focus to this position. We introduce you to the ideas of how to inspire the people around you in order to gain success. This role is where Clover's future leaders are forged. Assistant

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Managers are required to be fully trained Team Leaders to be eligible for this role as well as display leadership qualities we think are important to leading and developing others. This position is designated Health Plan Full-Time.

Assistant General Manager (\$19/hr.)

You'll be the right hand to a Clover General Manager, running the ship while further developing your skills to run a restaurant on your own one day. Assistant General Managers are placed in higher volume operations and paired with seasoned General Managers with the intention of running a restaurant on training wheels. The intention of this position is to help develop our next wave of General Manager leadership. All Assistant General Managers must be fully trained Assistant Managers to become eligible for this role. This position is designated Health Plan Full-Time.

Restaurant General Manager (\$51,000-90,000 base annual 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 budgeted sales volumes. The budgeted sales volume is used to place the General Manager in a corresponding Base Annual Pay Tier. General Managers are eligible to receive a quarterly bonus based on key performance metrics (mainly sales and labor) with annual bonuses trending toward a range of between 15% and 25% of Base Annual Salary. This position is designated Health Plan Full-Time. General Managers In Training are not eligible to receive a quarterly bonus until they are promoted into the General Manager role. The promotion does not occur after a set amount of time, but rather once the Trainee's skills have been reviewed and verified by members of the leadership team.

SALARY STRUCTURE (FOR RESTAURANT MANAGERS):

SALARY BASED ON SALES TIERS		
TIER 1	up to \$1,000,000 sales	\$51,000/yr
TIER 2	\$1,000,001 up to \$1,500,000 sales	\$63,000/yr
TIER 3	\$1,500,001 up to \$2,000,000 sales	\$73,000/yr
TIER 4	\$2,000,001 up to \$2,500,000 sales	\$83,000/yr
TIER 5	\$2,500,001 and up in sales	\$90,000/yr

NOTE: For new stores, base compensation for manager will be different in year 1

The General Manager Bonus Plan is determined by four factors: Sales, Labor, COGS/KPI, and Performance. It is described in detail attached hereto as Exhibit [A].

NOTE: Bonuses are only paid to employees holding the position of General Manager on the date of bonus issuance and who have not expressly tendered resignation to occur subsequent to the bonus issuance.

TIPPING POLICY DEFINITIONS

Cash Tip

A Tip provided by a customer that is in bills, gift cards, coins or any other physical currency or item that, physically, has value (ie. trading cards, memorabilia, stamps, autographs etc.). For purposes of this policy so-called crypto currencies (ie. Bitcoin) are considered a cash tip.

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Employee Tip Revenue

This is the Tip Rate times the hours worked by the employee in a given time period, either the entire Payroll Period, or, in the case of a termination, a portion thereof.

Payroll Period

A Clover Payroll Period starts at 12:00:00 AM on Saturday morning and it ends fourteen (14) days later at 11:59:59 PM Friday night.

Position Change Effective Dates

At Clover an employee's position change effective date is the date upon which they: (i) receive a new title; (ii) receive a new compensation rate if the Position has a different rate than their prior Position; and, (ii) if changing to a Tip Eligible Position, when they begin to be eligible for Tips. These changes occur only and always when a new Payroll Period starts. Employees will never be eligible for Tips in the middle of a payroll period, unless they are a new employee beginning to work for Clover in the middle of a payroll period.

Tip

At Clover, a Tip is a sum presented by a customer as a gift or gratuity in recognition of service performed, rather than as payment for the service. The Tip is not a so-called 'service charge.'

Tip Eligible Hours

Hours worked by employees in a Tip Eligible Position during a Payroll Period.

Tip Eligible Positions

These are the only positions that are eligible to receive tips:

- Store Communication Lead;
- Team Member;
- Certified Team Member;
- Provisional Employee; and
- Clover Guide

Tip Eligible Restaurants

These are the restaurants where tips may be accepted via our Point of Sales system ("POS") and includes all Clover restaurants except for WST (Westford), SUD (Sudbury) and HSC&C (Harvard Science Center & Café).

Tip Pool

The sum total of all Tips provided by guests at a particular restaurant during a specific Pay Period.

Tip Rate

This is calculated for each restaurant for each pay period. The Tip Rate is equal to the restaurant's Tip Pool divided by that restaurant's Tip Eligible Hours.

TIPPING POLICY

Whether and how much to tip is determined solely by the customer, who has the right to choose the amount of the tip or to provide no tip at all. A tip provided voluntarily by the customer is the sole property of the tip pool participants. Therefore Clover, and any of its employees who are not eligible for tips, may not keep any portion of employee tips. Food truck events or retail purchases through the Square retail iPad are transactions that are not eligible for tips.

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All positions at Clover, before receiving any tips, are paid at or above the prevailing minimum wage required by applicable laws and/or regulations. As a result, we do not ever use or benefit from any so-called 'tip credit'. Mandatory charges imposed on customers by Clover, often referred to as service or administrative charges, are not tips, even if the employer distributes some portion of those charges to its employees. Examples of these may include catering delivery charges. They do not involve customer discretion, are the employer's property, and are employee wages and not tips, if distributed to employees.

Employees who are eligible for tips are those employees who have (i) worked some amount of time in a location that is an Eligible Restaurant; and (ii) worked those hours in a Tip Eligible Position. Clover employees may not accept Cash Tips or any other compensatory gift in lieu of cash compensation or as compensation for service in any way. Your tips may only be accepted via credit card through the Clover Point of Sales System (POS). Accepting a cash tip is cause for disciplinary action up to and including termination of employment.

If and when the Clover order-ahead app provides tipping functionality, that tipping revenue will be allocated to the store the order is fulfilled by and will be treated identically to tipping revenue received through the traditional CloverPOS. Our tip pooling arrangement is not mandatory. Employees may opt out of the pool by notifying Human Resources directly (HR@cloverfoodlab.com), or through their Manager, that they do not want to participate.

CALCULATION, PAYMENT AND TAXATION



A restaurant's Tip Rate is calculated by: summing the total tips received at a Tip Eligible Restaurant during a Payroll Period and dividing that sum by the total hours worked by Tip Eligible employees during the Payroll Period. A specific Employee's Tip Revenue is equal to the Tip Rate multiplied by the hours worked by the employee in a given time period which time period shall be either the entire Payroll Period, or, in the case of a termination, a portion thereof.

Examples:

- Restaurant A received \$1,000 in tips during the Payroll Period. The total tip eligible hours worked was 500. Therefore, the Tip Rate for the Payroll Period would be \$2.00 per hour ($\$1,000/500\text{hrs} = \$2.00/\text{hr}$). Employee A worked 27 hours during the subject Payroll Period and would receive Employee Tip Revenue of $27 * \$2$ or \$54.
- Restaurant B received \$1,200 in tips during the Payroll Period. The total tip eligible hours worked was 500. Therefore, the Tip Rate for the Payroll Period would be \$2.40 per hour ($\$1,200/500\text{hrs} = \$2.40/\text{hr}$). Employee B worked 27 hours during the subject Payroll Period and would receive Employee Tip Revenue of $27 * \$2.40$ or \$64.80.
- Employee C has worked 30 hours at restaurant A and 10 hours at restaurant B. They will receive \$84 in tip income for the week ($30\text{hrs} * \$2/\text{hr}$ at Restaurant A) + ($10\text{hrs} * \$2.40/\text{hr}$ @ Restaurant B) = \$84.

Tip income will be part of your gross pay and subject to the same taxation as other wages earned by employees in accordance with your tax elections and State and Federal guidelines. Tip income is also subject to garnishment in accordance with State and Federal guidelines. You will see tip income reported as a gross total on your pay statement.

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CO.	FILE	DEPT.	CLOCK	VCHR. NO.	010
RSV					1
Earnings Statement 					
CLOVER FAST FOOD INC 50 MILK STREET 16TH FLOOR BOSTON MA 02109 COMPANY PH#: 401-965-2544					
Period Ending: 06/14/2019 Pay Date: 06/21/2019					
Taxable Marital Status: Single Exemptions/Allowances: Federal: 0 MA: 0					
					
Earnings					
	rate	hours	this period	year to date	
Regular	12.0000	34.61	415.32	1,349.88	
Tips			119.98		
Gross Pay			\$535.30	1,469.86	
Other Benefits and Information					
			this period	total to date	
401K Elig Wages			535.30	1,469.86	
Deductions					
Statutory					
Federal Income Tax			-39.23	67.62	
Social Security Tax			-33.19	91.13	
Medicare Tax			-7.76	21.31	
MA State Income Tax			-24.97	68.56	
Net Pay			\$430.15		
Checking 1			-430.15		
Net Check			\$0.00		

The Weekly Tip Rate calculation can be obtained by employees by requesting that their Manager email HR for that information. If you fail to clock in at a location and your work time is not included in the Payroll Period, the Tip Rate for that Payroll Period will be calculated without your hours included and your portion of the Tip Pool will be distributed to the remaining employees accordingly. Clover cannot hold those tipped funds for you and make up for them in a subsequent payroll period.

POSITION CHANGES; NEW HIRES AND TERMINATIONS

If you are a new-hire or a re-hire at Clover, and are starting work in a Tip Eligible Position, you will be eligible for tips as soon as you start working on your first day.

If you quit your job at Clover, then your final check will include tips calculated using the Tip Rate as calculated for the entire Pay Period.

If you are terminated from your job at Clover, you will be paid using a Tip Rate that is calculated by dividing (i) the tips received up until the moment you were terminated; by the (ii) total hours worked by Tip Eligible Employees up until the moment you were terminated. These tips will be presented to you timely in accordance with governing state and federal regulations.

If you are undergoing a: (i) position change within Clover; (ii) promotion; and/or (iii) a demotion you will not officially change positions, for purposes of tip eligibility or otherwise, until the first day of a new Payroll Period. Employee promotions or demotions may only be implemented as of the start of a new Payroll Period, so, there is no situation where an employee may be eligible and ineligible for tips, by way of positional change, during the same Pay Period.

Examples:

- John worked 1 hour at an Eligible Restaurant and 39 hours at an Ineligible Restaurant. John will receive one hour of the Tip Rate calculated for the Eligible Restaurant for that pay period.

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- John worked 2 hours at HSQ (Eligible Restaurant) and 10 hours at DTX (Eligible Restaurant) and 28 hours at HSC (Ineligible Restaurant). John will receive 2 hours of the Tip Rate calculated for the HSQ restaurant for that pay period. John will also receive 10 hours of the tip rate calculated for the DTX restaurant for that Pay Period. John will not receive any tips for the hours worked at HSC because that restaurant does not collect tips. Tipping is based on the location that you worked at, not your home location. Thus, you may receive two different Tip Rates if you work in two different Tip Eligible Locations in the same week.
- John worked 64 hours at HSQ (Eligible Restaurant) during the Payroll Period but was terminated on Thursday before the Friday ending that Payroll Period. John will receive the Tip Rate calculated using the total Tip Pool divided by the Tip Eligible Hours as of the time of his termination.

WHY CAN'T EVERYONE RECEIVE TIPS AT CLOVER?

Massachusetts law does not allow certain employees to receive tips. Specifically, it states that:

“(c) No employer or person shall cause, require or permit any wait staff employee, service employee, or service bartender to participate in a tip pool through which such employee remits any wage, tip or service charge, or any portion thereof, for distribution to any person who is not a wait staff employee, service employee, or service bartender. An employer may administer a valid tip pool and may keep a record of the amounts received for bookkeeping or tax reporting purposes.”

"Wait staff employee", a person, including a waiter, waitress, bus person, and counter staff, who: (1) serves beverages or prepared food directly to patrons, or who clears patrons' tables; (2) works in a restaurant, banquet facility, or other place where prepared food or beverages are served; and (3) who has no managerial responsibility.

"Service employee", a person who works in an occupation in which employees customarily receive tips or gratuities, and who provides service directly to customers or consumers, but who works in an occupation other than in food or beverage service, and who has no managerial responsibility.

"Service bartender", a person who prepares alcoholic or nonalcoholic beverages for patrons to be served by another employee, such as a wait staff employee.

At Clover, as of the issuance of this policy, we do not have employees who work as either a Service Employee or a Service Bartender, as those two positions are defined by the law. Thus, eligible employees at Clover are able to receive tips because they qualify as a Wait Staff Employee under the law. The only positions that satisfy this definition and are therefore eligible for tips are: Store Communication Lead, Team Member, Certified Team Member, Provisional Employee, Clover Guide. All other positions are not eligible for tips.

HEALTH PLAN EMPLOYEE CLASSIFICATIONS

For purposes of group health plan benefits, every employee is designated as either Health Plan Full-Time or Variable Hour.

Health Plan Full-Time status means the associate is presumed to work thirty (30) or more hours a week on average in a month. An associate who is designated Health Plan Full-Time will be offered health benefits and is eligible for them to start on the 90th day of employment.

Variable Hour means your employer has a reasonable belief that the associate will be working less than

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thirty (30) hours a week on average in a month. The hours worked by a Variable Hour associate may exceed that expectation, but as variations in work hours occur, that status will remain in place. Under federal health reform law, for a Variable Hour associate, your employer will track all hours worked for a full 12-month measurement period. Hours are to be tracked for a new hire starting with the first of the month following date of hire, and will be counted as provided by law, including hours actually worked, hours for which the associate is eligible for paid time off, and special leave time credit as required (generally for FMLA or military leave). If, after that entire 12-month timeframe, your employer has determined pursuant to federal guidelines that the associate's work hours are exceeding thirty (30) hours on average per week in a month, then health plan coverage will be offered no later than the first of the 13th month following date of hire.

Any Variable Hour associate who is changed to Health Plan Full-Time status will be offered health plan benefits at the beginning of the fourth month following the change in status or the date coverage would be made available under the usual measurement period rules, whichever is earlier.

Variable Hour associates will have their hours tracked throughout their employment. In addition to having their hours tracked as a new hire, Variable Hour associates' hours are tracked annually based on a 12-month period that ends prior to plan enrollment opportunities each year. A new hire will transition to that standard 12-month period.

When the associate is determined to be Full-Time and eligible for health insurance benefits, the health plan coverage will then be offered to the associate. When an associate is offered health plan coverage, they can elect or decline that coverage for the next 12-months. If a Variable Hour associate elect's health plan coverage, he/she/they and any covered family members will remain eligible for the full twelve (12) months even if hours worked fall to below thirty (30) hours per week on average in a month. In other words, if the associate elects the coverage at that time within the timeframe allowed, the associate's coverage will continue even if their hours are reduced during the associate's stability period. Be aware, though, that once an associate has elected the coverage, the associate generally cannot drop the coverage, even if hours and/or pay decrease.

The associate also may decline the coverage. Once coverage is declined, it generally cannot be elected until the next open enrollment period (if the associate is found to be eligible again at that time under the employer's standard measurement period). An exception will be made in the event of a family status or special enrollment allows for a mid-year election under plan terms. A new associate's hours worked also will be counted during the employer's standard measurement period that applies to associates who are not new hires. Eligibility at the next open enrollment will be determined based on that calculation.

Premiums are deducted from the employee's payroll bi-weekly. Any associate whose paycheck is insufficient to pay the full amount of the required premium must pay the amount due by personal check. When premiums for a month that are not paid by the 30th day of the month, the premiums are considered delinquent, and coverage will be terminated. When a partial premium has been paid for that month, your employer will administer the partial payment as required by federal law, if premiums are not paid, and coverage is terminated.

HEALTH INSURANCE

After ninety (90) days of employment at Clover, the Health Plan Full-Time status employees, are able participate Clover's health insurance plan. The Health Insurance benefit for eligible employees and their dependents is described in detail in the Summary of Benefits and Coverage (SBC) prepared by the insurance carrier and attached hereto as Exhibit [B]. These benefits may be canceled or changed at

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the discretion of the Company, unless otherwise required by law.

HMO FOCUS	Total Monthly Premium	Employee Bi-Weekly Cost
Individual	\$149.39	\$68.95
Employee + Spouse	\$606.62	\$279.98
Employee + Child(ren)	\$561.13	\$258.98
Family	\$864.44	\$398.97

HMO	Total Monthly Premium	Employee Bi-Weekly Cost
Individual	\$288.21	\$133.02
Employee + Spouse	\$675.78	\$311.90
Employee + Child(ren)	\$625.10	\$288.51
Family	\$963.00	\$444.46

PPO	Total Monthly Premium	Employee Bi-Weekly Cost
Individual	\$408.13	\$188.37
Employee + Spouse	\$817.35	\$377.24
Employee + Child(ren)	\$756.04	\$348.94
Family	\$1,164.74	\$537.57

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 our Human Resources department (hr@cloverfoodlab.com).

Additional benefits through Harvard Pilgrim are available for Health Plan Full-Time employees such as, fitness reimbursements, weight loss benefit programs, parenting resources and more. Please visit: www.harvardpilgrim.com/wellness.

DENTAL INSURANCE

After ninety (90) days of employment at Clover, the Health Plan Full-Time status employees, are able to participate in Clover's Dental Insurance plan. The Dental Insurance benefit for eligible employees and their dependents is described in detail in the Summary of Benefits and Coverage (SBC) prepared by the insurance carrier and attached hereto as Exhibit [C]. These benefits may be canceled or changed at the discretion of the Company, unless otherwise required by law.

DENTAL	Total Monthly Premium	Employee Bi-Weekly Cost
Individual	\$44.01	\$20.31
Family	\$111.99	\$51.69

VISION INSURANCE

After ninety (90) days of employment at Clover, the Health Plan Full-Time status employees, are able to participate in Clover's Vision Insurance plan. The Vision Insurance benefit for eligible employees and their dependents is described in detail in the Summary of Benefits and Coverage (SBC) prepared by the insurance carrier and attached hereto as Exhibit [D]. These benefits may be canceled or changed at

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the discretion of the Company, unless otherwise required by law.

VISION	Total Monthly Premium	Employee Bi-Weekly Cost
Individual	\$6.89	\$3.18
Employee + Spouse	\$13.08	\$6.04
Employee + Child(ren)	\$13.77	\$6.35
Family	\$20.25	\$9.35

LIFE AND AD&D INSURANCE AND DISABILITY INSURANCE

Exempt, Health Plan Full-Time status employees, ninety (90) calendar days from their start date in a salaried role, are automatically enrolled in Clover's Life and Disability Insurance coverage. Check your ADP portal to review the Summary Plan Document for this program. The disability coverage option offers employee protection should they miss work due to non-work-related disabilities. The terms and conditions for both programs are outlined in the Summary of Benefits and Coverage (SBC) prepared by the insurance carrier and attached hereto as Exhibit [E]. Contact HR for more info (hr@cloverfoodlab.com). This benefit is exclusive to exempt employees only and does not require them to enroll in health benefits with Clover to qualify.

MEALS

Clover offers food and beverages for employees at a discount. All orders should be placed with an order taker. Payment for purchase must be made at the time the order is placed. 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.

401k SAVINGS PLAN

In cooperation with Transamerica, Clover offers eligible employees to participate in a 401k Savings Plan. Eligible employees may have money deducted directly from their paychecks into a savings plan. An employee must be 21 years of age or older and must complete one (1) year of service, during which they complete 1,000 hours of service to be eligible to participate.

Please reach out to HR (hr@cloverfoodlab.com) for more information.

OTHER EMPLOYEE BENEFITS

Employee benefits:

- Free uniforms for everyone!
- Discounted meals
- Discounted apparel and shelf stable goods sold in-store on our retail walls
- Free Knife Skills classes
- Free Cooking Classes
- Ability to attend quarterly food-sourcing trips; visit a roaster, brewer, or farmer with members of our corporate team
- Ability to attend weekly Food Development meetings
- Discount on CSA (Community Supported Agriculture) programs for all employees during signups
- Full health benefits for Health Plan Full-Time employees
- Vision and dental insurance for Health Plan Full-Time employees

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Additional benefits to Salary Leadership:

- Fitness Pay-Back Program – Clover will reimburse you for any fitness related classes or day-passes, up to a max of \$10/instance, not to exceed \$100/month per employee. We do not cover the cost of a gym membership but are happy to pay for every visit to a gym, just secure a print out of your visits and we'll consider that as a day-pass.
- Blue Bike Program membership covers the cost of membership and the first 30 min of every ride you take with Blue Bike.
- Winter and Summer CSA (Community Supported Agriculture) Program, we buy a winter farm share through Michael Doctor's Winter Moon Root farm (limited to General Managers only).
- Paid and Pre-Tax Commuter benefit –employees can have the monthly cost of their commute deducted from pay before taxes. Per MA regulations, the maximum pre-tax amount is \$265/month. This deduction will come out bi-weekly.

Should you have any benefit or payroll related questions, please email our Payroll Department (payroll@cloverfoodlab.com).

SERVSAFE AND ALLERGEREN REIMBURSEMENT POLICY

Clover will reimburse employees up to \$75 towards the cost of the test, training, materials, and exam expenses for ServSafe certification and \$10 for the Allergen Awareness Certification. Clover is reimbursing employees: (1) who are not currently certified; (2) who are working a role at Clover that requires certification; and (3) for the expense of the test and materials. This is not compensation for time spent studying, as this is not considered work time.

In order to receive reimbursement please attach the receipt(s) and certification(s) to the Promotion Zenput Form or by sending an email to Payroll (payroll@cloverfoodlab.com) with certifications and receipts attached.

The following positions are required to have ServSafe and Allergen certifications: Certified Team Member, Team Leader, Lead Prep, Assistant Manager, Assistant General Manager, General Manager, Area Manager, Kitchen Leadership positions, and Packers. Reimbursements will be paid out on the next regularly scheduled pay day after the form has been submitted to Payroll.

WAGES

Wages are paid to all employees every other week on Friday (unless Friday is a holiday). Wages are paid via direct deposit or an individually issued Aline Paycard. If there are ever any discrepancies in wages, bring those to the attention of your Manager quickly so that we can investigate your concerns as soon as possible.

ADP WORKFORCE NOW

To avoid wasting paper we use an online system called ADP Workforce Now. You can use ADP Workforce Now 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.

As part of the electronic onboarding session, you will be invited to register and create an account within ADP Workforce Now. You will be required to accept all policies and procedures of Clover here as well as confirm your personal information, tax withholdings and direct deposit information. All benefits will be administered through these systems once you become eligible for them. For questions about ADP Workforce Now at any stage, please email Payroll (payroll@cloverfoodlab.com) for assistance.

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ADP Workforce Now offers:

- Access to pay stubs and W2's and 1095's;
- A place to review/signup/reference all health benefits;
- A place to review/update/add Direct Deposit info;
- A place to review/track/request Time Off (Sick or PTO);
- Review/edit your personal employee information, current employment status, position, pay rate, location and who you report to;
- Update contact info;
- Review and track training progress and plan through performance goals; and
- Access all company policy and procedures.

ATTENDANCE

We want to provide the best possible experience to all of our customers and to our Team. When you are absent or late, customers and the whole Team suffers. 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 and put a plan in place to help everyone feel the least amount of stress. Unless you have an emergency or are sick, you are expected to work every shift for which you are scheduled. Employees must adhere to the Time Off Policy as it pertains to taking time off from work.

There may be times when you can leave your shift early. This is at the discretion of your Manager. Everyone is expected to be on time for his, her or their shift. If you are scheduled to start work at 7:00AM, you must be dressed in a clean Clover uniform, reporting to your Team Leader or Manager at 7:00AM. You are late if you are walking in the door at 7:00AM and reporting at 7:05AM .

If an employee fails to show up for work or calls in with an acceptable reason for their absence for a period of three (3) consecutive days they are scheduled to work, he, she or they will be considered to have abandoned their job with Clover.

CLOCKING IN AND OUT

All Clover non-exempt employees are issued an employee ID number and are expected to clock-in and out for shifts and meal breaks in order to be paid for the time they have worked. Clock-in should happen at the time you are schedule to start or stop work.

OVERTIME POLICY

Non-exempt employees qualify for overtime pay in weeks where the hours they work exceed forty (40). It is the policy of Clover that the Manager in charge approves overtime in advance. It is the responsibility of the Manager to communicate any overtime occurrences with their Area Manager. Working unauthorized overtime or failure to communicate overtime, may result in disciplinary action.

Overtime is paid at the rate of one and one-half times an employee's regular rate of forty (40) hours of work in a workweek. Holidays, vacation days, and sick leave days do not accrue toward the forty (40) hour total for purposes of overtime.

BREAK POLICY

Paid rest breaks may be issued at the discretion of the Manager In-Charge but are not always guaranteed. This means a Manager may send an employee on a paid rest break lasting up to fifteen (15) minutes when working a shorter shift as time permits. Employees who are scheduled to work a shift of more than six (6) hours are automatically scheduled and required to take a 30-minute meal break. Employees must be relieved of all duties during the meal break. Employees must clock-in and clock-out for meal breaks. All employees taking a break must check in with the Manager In-Charge

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before and after taking a break. It is the responsibility of the Manager In-Charge to ensure this policy is followed.

If an employee is scheduled for six (6) or more hours of work and their Manager gives the employee, permission to work through their meal break, that employee may waive their right to the meal break. In this case, the Manager In-Charge should make a note of this change on the employee's time card in the time and attendance system.

TRAVEL TIME POLICY

Non-exempt Clover employees may find they will need to visit a location that is not their usual work location (hereinafter an "Alternate Location") from time to time. If an employee travels to an Alternate Location, then Clover will pay non-exempt employees for that travel time if it exceeds the travel time to their normal work location. The same reimbursement and parameters apply for travel time home from the alternate location.

Example: If an employee's normal commute is twenty (20) minutes and the commute to an Alternate Location is thirty (30) minutes, Clover will pay the employee for the ten (10) additional minutes it took them to travel to the Alternate Location. The additional time will be paid at their regular hourly rate or overtime rate, as the case may be.

In order to request this payment, please submit an email to payroll@cloverfoodlab.com with the following information: reason for travel, date and time travel took place, home address, usual work location, and alternate work location.

TRAVEL EXPENSE POLICY

If a Clover employee is required to travel from one place to another, outside of their normal commuting travel, to perform work for Clover during the work day, Clover will reimburse employees for qualified expenses for the non-commuter travel expense incurred. Reimbursement amounts will reflect:

- Bus, Commuter Rail, and T-Pass: Clover will reimburse the per-ride rate only for travel during the work day.
- Cabs and Ubers: Clover will not reimburse these rides without receiving permission from the manager and the employee received permission to use this form of transportation.

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 in a non-exempt (hourly) role at Clover, we ask that you give your manager two (2) to three (3) weeks' notice. For all exempt (salaried) positions, we ask that you give your direct Manager at least one (1) months' notice. We want you to leave feeling good about your experience at Clover and we want to depart as friends. We hope that wherever you end up, you take along some of what you have learned during your time at Clover.

REHIRE POLICY

At Clover we are excited to see former employees looking to join our amazing team again. As you may remember, we hire people based on their ability to get the job done. A rehire at Clover is a former employee who has been terminated in the HR/Payroll system. A rehire form must be submitted by the hiring manager and approved by Human Resources before the former employee can be onboarded. Once the form has been submitted, HR will determine the eligibility and respond to the General Manager and Area Manager with a decision. From there, the General Manager should complete electronic and in-person onboarding as usual.

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REFERRAL BONUS POLICY

We like to see our employees sharing their positive experiences and referring other great people to work for us! As an added incentive, we offer a \$150 referral bonus per referral. The referral bonus will be paid to an active employee on the first pay date following the referred employee's 120th day as a Clover employee.

To receive the referral bonus, the following steps must be completed within one (1) week of your referral's start date.

- The referral must have selected "an employee at Clover told me about his job" in Part B of the New Hire PEP form and entered the current employee's name in the appropriate section.
- The current employee must submit the Employee Referral Submission Form (<https://cloverfoodlab.wufoo.com/forms/m111tb6d10kkagp/>)
- Your referral must have been hired and employed with Clover for four (4) consecutive months.

Direct supervisors are not eligible to receive a referral bonus.

UNIFORM POLICY

Our goal is to present our customers with a cleaner Clover. The way you dress and how you present yourself plays an important role in the overall impression that customers have of Clover. So anytime you are working, you are required to wear a clean Clover uniform and to present a neat and professional appearance in accordance with this policy.

All employees, including part-time and full-time employees, must adhere to the standards of this Policy. In the event you show up to work without your clothing and appearance complying with these standards – which is subject to Clover's sole discretion – your Manager may send you home and you may be subject to additional disciplinary action up to and including termination.

Uniforms will be supplied to relevant staff and will remain the property of Clover; however, full responsibility for maintenance and cleanliness will remain the employee's responsibility. If you need a replacement uniform for any reason (e.g. damage), you will be required to turn in your old uniform to Clover. Failure to properly care for your uniforms (i.e. Clover's property) may result in disciplinary action up to and including termination of your employment.

All employees who work thirty (30) hours or more are issued a Clover hat, three (3) tee shirts, and two (2) aprons on their first day. All employees working less than thirty (30) hours are issued a Clover hat, two (2) tee shirts, and one (1) apron. All clothing worn by employees at work should be clean and free of stains and wrinkles. Aprons should be worn at all times.

Clover employee uniform, please refer to Exhibit [F] for more details.

- Clean and dark blue denim jeans that are full length and do not have holes,
- No-shorts or cropped pants
- Slip-resistant kitchen shoes
- Clean Clover issued logo t-shirt
- Clean Clover issued hat
- Clean Clover issued apron

PERSONAL APPEARANCE POLICY

When working, all employees must present themselves in a neat and professional manner. First and foremost, this means being clean (e.g. having your hair washed, your fingernails clean and practicing good general hygiene). Employees should also be well groomed at all times. While a clean-shaven

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face is preferred; employees with facial hair must ensure that it is neat and well-trimmed. Anyone with facial hair longer than 1/4 inch will also be required to wear a beard guard. Hair should be restrained and contained within your Clover hat. Employees will also be required to wear a hair net if they have long hair that is not pulled back and contained.

It is important that all unsecured items are removed from your body when working in and around food prep areas. Things like earphones, bobby pins, hair ties, pins, false eyelashes or anything you might be wearing that could fall into food, must be removed before your shift. Hands should be clean and nails trimmed (no artificial nails) and free of polish.

Jewelry like earrings, necklaces, rings; nose rings, bracelets, watches, etc. should not be worn during work. However, employees may be permitted to wear a simple band/ring that can be sanitized. Employees who have other visible facial or body piercings will be required to remove their piercings during work hours.

As with all of its policies, Clover will apply this policy in a manner that complies with all applicable State and Federal laws, including those that may require reasonable accommodations for employees that do not create an unsafe workplace or an undue hardship. Any employee with questions about this policy and how it applies to him/her/them should speak with Human Resources (hr@cloverfoodlab.com).

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, email or When I Work as an alternative for of communication.

OPEN DOOR POLICY

At Clover we want all employees to feel they can talk freely with members of our management staff. We work really hard to foster the best relationships we can and have an interested in our employees' success and happiness with us.

We established this Open-Door Policy at Clover because we want to reiterate the promotion of transparency, productivity and faster communication. We want to encourage employees to come to their managers with questions, concerns or to discuss issues they are having.

Employees are encouraged to openly discuss with their direct supervisor (in most cases your GM, the person who hired you) any problems they are having within their department or location. We work really hard to foster a genuine and positive relationship within every part of Clover. And we want to ensure appropriate action takes place in a timely manner. Sometimes that means you might have to reach out to someone above your direct manager, in that case you should report to their supervisor (see contact info below).

If for any reason you feel both your supervisor, or their direct report cannot be of assistance, you have the option of reaching out to Human Resources (hr@cloverfoodlab.com).

LEADERSHIP & DEPARTMENT CONTACT INFO

- Rob Christensen, Director of Operations (rob@cloverfoodlab.com)
- Jess Bower, Area Manager (jess@cloverfoodlab.com)
- Scott Zimmerman, Area Manager (scott@cloverfoodlab.com)

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- Lynn Sniffen, Area Manager (lynn@cloverfoodlab.com)
- Chris Anderson, VP Food (chris@cloverfoodlab.com)
- Training & Development (training@cloverfoodlab.com)
- HR & People Issues (hr@cloverfoodlab.com)
- Payroll & Benefits (payroll@cloverfoodlab.com)
- Accounting (accounts payable@cloverfoodlab.com)
- IT (it@cloverfoodlab.com)

This contact information should be provided to the employee at the time of on boarding, should you have additional questions, contact HR (hr@cloverfoodlab.com) for further clarification.

EMPLOYEE REPORTING POLICY

It is the policy of Clover Food Lab, that all employee related incidents be reported and documented through the Employee Reporting Form. It is the duty of the Manager In-Charge, to fill out this form within 24 hours of being notified or upon incident. The form can be found on Zenput.

FRATERNIZATION POLICY

This policy applies to all Clover employees regardless of gender or sexual orientation. Employees may date and develop friendships and relationships with other employees—both inside and outside of the workplace—as long as the relationships do not have a negative impact on their work or the work of others. Any relationship that interferes with the company, the work environment, or the productivity of employees, will be addressed and may lead to disciplinary action up to and including termination.

Please inform HR (hr@cloverfoodlab.com) should you enter into a romantic or intimate relationship with a colleague.

POLICY AGAINST WORKPLACE HARRASSMENT

Clover has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's sex, gender, race, religion, color, national origin, physical or mental disability, marital status, age, sexual orientation, gender identity or any other status protected by Federal, Local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

ZERO TOLERANCE SEXUAL HARRASSMENT

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

While it is not possible to identify each and every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment are provided below: (a) unwelcome requests for sexual favors; (b) lewd or derogatory comments or jokes; (c) comments regarding sexual behavior or the body of another employee; (d) sexual innuendo and other vocal activity such as catcalls or whistles; (e) obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual natures; (f) repeated requests for dates after being informed that interest is unwelcome; (g) retaliating against an employee for refusing a sexual advance or reporting an incident of possible sexual harassment to ABC Sample Restaurant or any government agency; (h) offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and (i) any unwanted physical touching or assaults, or blocking or impeding movements.

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REPORTING DISCRIMINATION OR HARRASSMENT

It is important we foster a safe and enjoyable place for all our employees to report to every day. Unfortunately, there may be times when issues arise to challenge that effort, in those cases it is important for leadership to be made aware of those issues so that they can be fixed. We require that any employee who feels that he or she has witnessed, or experienced, any form of discrimination or harassment notify a Manager or the Human Resources department (hr@cloverfoodlab.com). Note that retaliation against any employee who provides information about, complains, or assists in the investigation of any complaint of harassment or discrimination is prohibited.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. If Clover determines that harassment or discrimination has occurred, corrective action will be taken to effectively end the harassment. Clover will follow up as necessary to ensure no retaliation for making a complaint or cooperating with an investigation takes place. Discipline for violation of this policy may result in disciplinary action.

ACCIDENT REPORTING POLICY

It is the policy of Clover Food Lab, that all incidents and accidents involving Clover employees, customers and property, be reported and documented through the *Accident Reporting Form* in Zenput. It is the duty of the Manager In-Charge, during the time an incident or accident occurs, to fill out this form within 24 hours of being notified.

EMPLOYEE ACCIDENT REPORTING

We don't want any of our employee to get hurt making Clover's food. Injured Clover employees are required to report all accidents no matter how minor to the person in charge immediately. This includes minor injuries like small cuts, burns, slips, non-extensive bruises, etc. to more severe injuries that may require medical attention. Following up in email is recommended. It's important we have documentation in the event complications occur later on. Failure to report immediately can result in loss of Worker's Compensation benefits.

Managers are required to document all injuries through an accident report. This should happen within 24 hours of being notified of accident. Use the *Accident Reporting Form* in Zenput and select 'reporting an accident involving an employee'. Specific details should be included, especially note any witnesses of the accident. Once the report is filled out, HR will follow up within 24 hours.

WORKERS COMPENSATION

In the event you need medical attention due to a work-related injury, you the employee must contact your supervisor to discuss. Any paperwork you receive during appointments or emergency visits must be submitted to your supervisor within a 24-hour time frame. Failure to report immediately may result in loss of Worker's Compensation benefits.

Managers are responsible for following up with HR. They are also required call our insurance company to file a claim and then file an additional incident report documenting the claim as been filed. Use the *Accident Reporting Form* in Zenput and select 'documenting Workers Compensation claim'. Managers should then communicate Workers Compensation information (policy and claim number) to the injured employee as well.

Workers compensation information is posted in each store and can also be accessed through by contacting Human Resources (hr@cloverfoodlab.com)

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VEHICLE ACCIDENT REPORTING

Accidents that involve any Clover vehicle among our fleet should be immediately reported to Chris Anderson (chris@cloverfoodlab.com) and should be documented through the *Accident Reporting Form* in Zenput. Our Finance department will determine the next steps in this process.

PROPERTY DAMAGE REPORTING

Damage or Loss to Property Owned, leased or rented by Clover Food Lab should be reported and documented through the *Accident Reporting Form* in Zenput. You will need to provide a detailed description of the damage or loss. Our Finance department will determine the next steps in this process. Property can include, but not necessarily be limited to: structures, equipment, furniture, inventory, cash, electronics or retail items.

GENERAL LIABILITY REPORTING

Injuries or incidents that happen to Clover visitors, guests and/or the public should be reported and documented through the *Accident Reporting Form* in Zenput. It is the responsibility of the Manger In-Charge to fill out this report as soon as they happen. You will need to provide the injured person's contact info as well as anyone who was witness to the incident. You will also need to provide a detailed description of what happened. Our Finance department will determine the next steps in this process.

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.

ZERO TOLERANCE DRUGS AND ALCOHOL

Intoxication of any type is not permitted at Clover. This means no drinking on the job, no use of illegal drugs; no use or possession of any mind altering and/or illegal drugs or alcohol is permitted at any time. Employees are not permitted to buy or drink alcohol at Clover; doing so will result in immediate dismissal. If you experience any of these, you have the duty to report the incident to your Manager immediately or our Human Resources department (hr@cloverfoodlab.com).

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 three (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 out.

TIME OFF

Just ask! Time off requests at Clover require advance notice for which we work hard to accommodate. You are responsible for reporting all time off. Not reporting time off may lead to disciplinary action up to and including termination. It is good practice to get all planned time off requests submitted as soon as possible.

Planned time off requests made by hourly employees (Provisional, Team Members, Store Communications Leaders, Driver, Assistant Managers, Assistant General Managers) should be provided at least two (2) weeks in advance.

Planned time off should be communicated through When I Work in the availability tab and then followed up with an email to your Manager.

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Planned time off requests made by the leadership team (General Managers, Corporate) must be communicated at least thirty (30) days in advance from the request start date. If the request is submitted less than thirty (30) days from start date, please have a conversation with your manager before submitting the request. It is requested that you submit all planned time off through ADP Workforce Now under Time Off. Once submitted through ADP a notification will automatically be sent to your Manager who will approve or deny the time off request. These requests require approval from your Manager before they are taken. Requests that are not submitted or submitted late through ADP Workforce Now risk non-approval.

Unplanned time off requests should be communicated through a phone call to your Manager as soon as possible. And then followed up with a Time Off submission in ADP Workforce Now as soon as you are able and an email to your Manager. This policy applies to all Clover employees. Exempt salaried employee should reference the handbook for more information regarding paid and unpaid time off. Non-exempt employees should reference the Earned Sick Time Policy below as it applies to paid sick time.

SICK DAYS

We're determined to NEVER get a customer sick. So, when you're feeling sick it's the responsibility of you the employee to let your Manager know as soon as possible. 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. All Clover employees must adhere to our Sickness Agreement; it is policy that all employees prior to starting employment with Clover sign this.

EARNED SICK TIME POLICY

Non-exempt Clover employees can earn and use up to forty (40) hours of paid sick time per calendar year. Employees will earn one hour of sick time for every thirty (30) hours worked. Employees who are exempt from the overtime requirements of the Fair Labor Standards Act are assumed to work forty (40) hours in each work week for purposes of earning sick time. However, if their normal work week is less than forty (40) hours, earned sick time will accrue based on that normal work week.

EARNED SICK TIME POLICY: USE OF EARNED SICK TIME

An employee can use paid sick time if he/she/they has to miss work for any of the following reasons:

- (1) to care for the employee's child, spouse, parent, or parent of a spouse, who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care; or
- (2) to care for the employee's own physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care; or
- (3) to attend the employee's routine medical appointment or a routine medical appointment for the employee's child, spouse, parent, or parent of spouse; or
- (4) to address the psychological, physical or legal effects of domestic violence
- (5) travel to and from an appointment, a pharmacy or other location related to the purpose for which the time is taken.

Employees begin accruing sick time hours on their date of hire. Employees can begin using paid sick time on their 90th day of employment. On and after the 90th day, these employees may use paid sick time as it accrues.

The smallest amount of sick time that an employee can use is one (1) hour. For uses of sick that time that last beyond one (1) hour, employees may use earned sick time in 15-minute increments.

Employees can track their earned sick time through the employee portal, ADP Workforce Now under Time Off.

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In situations where leave taken for a permissible purpose under this law also will be qualified leave under the Family and Medical Leave Act, Small Necessities Leave Act, MA Parental Leave, and/or MA Domestic Violence Leave, and all requirements are met, leave taken pursuant to the paid sick time law will run concurrent with leave taken pursuant to those laws.

Per FLSA Fair Labor Standards Act, because Earned Sick Time hours are not actually worked, they are not counted as over time. This means if those hours are taken by an employee, they are not included in the calculation of the overtime requirement.

EARNED SICK TIME POLICY: DOCUMENTATION

Clover will require certification of the need for the sick time if the leave:

- exceeds twenty-four (24) consecutively scheduled work hours
- exceeds three (3) consecutive days on which the employee was scheduled to work
- occurs within two (2) weeks prior to an employee's final scheduled day of work before termination of employment
- occurs after four (4) unforeseeable and undocumented absences within a three-month period.

This documentation must be provided within seven (7) business days after taking the time.

If an employee fails to comply with the documentation requirements, Clover may recoup the sum paid for earned sick time from future pay as an overpayment. Clover also will deny future use of an equivalent number of hours of accrued earned sick time until documentation is provided

EARNED SICK TIME POLICY: REPORTING

For foreseeable absences, Clover requires that the employee provide no less than seven (7) days' notice (unless the employee learns of the need to use earned sick time in a shorter period). For unforeseeable absences, reasonable notice is required.

Employees should follow procedures required by Clover's Attendance and Time Off Policy (found in this handbook) for communicating the need to take time off. Per that policy time off requests must be documented in writing and sent to your Manager. An employee must make a request to use Earned Sick Time through ADP Workforce Now under 'Time Off' found on the home page of the site, reach out to Payroll (payroll@cloverfoodlab.com) for further instructions on this. These time off requests must be approved by a Manager before Payroll pays these out. The employee has up to three (3) days to make such request from the first day missed prior to the end of the pay period end date.

Managers are responsible for approving earned sick time requests through ADP Workforce Now prior to the end of a pay period.

EARNED SICK TIME POLICY: CARRYOVER

Employees may carry over up to forty (40) hours of unused sick time to the next calendar year but cannot use more than forty (40) hours in a calendar year.

If an employee is rehired after a break-in-service, the accrued but unused sick time at the time of separation from the prior position is a benefit available upon reinstatement under the following circumstances:

- following a break in service of up to four (4) months, employees have the right to use earned sick time that had accrued before the break in service;

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- following a break in service of between four (4) and twelve (12) months, employees have the right to use earned sick time that had accrued before the break in service if the unused bank of earned sick was at or above ten (10) hours.

Employees who have a break in service of up to twelve (12) months do not need to restart the 90-day vesting period. Employees who are re-hired after a break in service of twelve (12) months or longer are treated like new hires. Employees are not paid accrued unused sick time at separation.

In the event a non-exempt employee is moved to an exempt position, earned sick time accumulation rolls over into Paid Time Off. And in the event an exempt employee moves into a non-exempt position, Paid Time Off is paid out to the employee and accrual of earned sick time begins.

EARNED SICK TIME POLICY: NO RETALIATION FOR PERMISSIBLE USE

No employee will be subject to disciplinary or any adverse employment action for appropriate use of sick time under this policy.

If an employee engages in an activity that is not consistent with the allowable reasons for leave under this policy or exhibits a clear pattern of taking leave on days just before or after a weekend, vacation or holiday, the Company may discipline the employee for misuse of earned sick time (unless the employee provides verification of authorized use for one of the permissible reasons for use of earned sick time).

Similarly, employees may not accept a shift assignment with the intention of calling out sick for all or part of that shift.

Employees can track the time they have earned through their pay stub found on the iPay website or in ADP Workforce Now under Time Off.

Earned sick time policy does not apply to exempt employees who are issued PTO. Refer to the Salaried PTO Policy for more details.

MASSACHUSETTS SMALL NECESSITIES LEAVE

Under Massachusetts' Small Necessities Leave Act, employees who have been employed for twelve (12) months and worked at least 1,250 hours during the previous 12-month period are entitled to up to twenty-four (24) hours of unpaid leave during any 12-month period for the purposes of:

1. Attending a child's (which includes biological, adopted, or foster child, a stepchild, a legal ward, or child of a person standing in loco parentis) school-related activities;
2. Accompanying a child to routine medical or dental appointments; or
3. Accompanying an elderly relative to routine medical or dental appointments or appointments for other professional services related to the elder's care.

Employees should provide seven (7) days' notice if the need for leave is foreseeable. Otherwise, employees should provide such notice as soon as possible. Additionally, employees may be required to submit certification verifying the reason for the leave. Exempt employees may elect to use accumulated

Paid Time Off (PTO) to be paid for this leave. Employees intending to take this leave must communicate so in writing to Human Resources and their Manager. Employees have the right to this leave in addition to the twelve (12) weeks allowed by the Federal Family and Medical Leave Act.

If an employee finds that they must be out of work for more than three (3) days, they should contact the Human Resources department (hr@cloverfoodlab.com) to determine if a leave of absence may be necessary. A leave of absence (leave) is defined as an unpaid approved absence from work for a specified period of time for medical, parental, military, or other approved reasons.

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While on leave, an employee must contact the Human Resources department (hr@cloverfoodlab.com) at least every thirty (30) days. This provision does not apply to employees taking Family and Medical Leave Act (FMLA) leave.

PARENTAL LEAVE

Clover provides up to eight (8) weeks of unpaid leave in a 12-month period to employees for giving birth or for the placement of a child under the age of 18 (or under 23 if the child is mentally or physically disabled) for adoption. The parental leave is gender neutral, the law applies to all new parents regardless of gender. An employee must be Full-Time, having worked thirty (30) or more hours on average weekly and consecutively over a three-month period with Clover to qualify.

Employees shall provide at least 2 weeks' advance notice to Clover's Human Resources department (hr@cloverfoodlab.com) of the anticipated date of departure and the employee's intention to return. In the case of an unforeseeable parental leave, the employee should provide notice as soon as practicable. Employees returning to work at the end of leave will be placed in their original job or an equivalent job with equivalent pay and benefits. Employees will not lose any benefits that accrued before leave was taken.

Federal FMLA leave and Massachusetts Parental Leave run concurrently and cannot be used consecutively if leave is covered under both laws.

FMLA

In compliance with the Federal Medical Leave Act and Massachusetts state requirements, Clover employees are entitled up to twelve (12) weeks of job-protected leave for certain family and medical reasons in a twelve (12) month period. Employees are eligible for FMLA once they have worked 1,250 hours during the twelve (12) months prior to the start of leave or have worked for Clover for twelve (12) months.

Employees who intend on taking FMLA leave are required to submit the FMLA Employee Notice Form to Human Resources of their intention to take FMLA leave. Human Resources will then reach out to the employee with the FMLA Employer Response form, which gives employee notice of eligibility and outlines the rights and responsibilities of the employee. Failure to contact Human Resources upon request may result in voluntary termination of employment.

While on leave, if the employee's circumstances change in such a way as to affect his/her eligibility for leave, the employee must notify Human Resources (hr@cloverfoodlab.com). The employee must indicate to their employer that they intend to return to work at the end of their authorized leave. Failure to return to work upon the expiration of the leave or refusing an offer of reinstatement for which the employee is qualified can also result in voluntary termination of employment. If an employee is on Short Term Disability and both the STD coverage and FMLA have expired, it will result in a voluntary termination of employment.

To find out more about FMLA leave or contact our Human Resources department to request details (hr@cloverfoodlab.com).

PREGNANT WORKERS FAIRNESS ACT

Issued 1/23/2018

The Pregnant Workers Fairness Act ("the Act") amends the current statute prohibiting discrimination in employment, G.L. c. 151B, §4, enforced by the Massachusetts Commission Against Discrimination (MCAD). The Act, effective on April 1, 2018, expressly prohibits employment discrimination on the basis of pregnancy and pregnancy-related conditions, such as lactation or the need to express breast milk for a nursing child. It also describes employers' obligations to employees that are pregnant or lactating and

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the protections these employees are entitled to receive. Generally, employers may not treat employees or job applicants less favorably than other employees based on pregnancy or pregnancy related conditions and have an obligation to accommodate pregnant workers.

Under the Act:

- Upon request for an accommodation, the employer has an obligation to communicate with the employee in order to determine a reasonable accommodation for the pregnancy or pregnancy-related condition. This is called an “interactive process,” and it must be done in good faith. A reasonable accommodation is a modification or adjustment that allows the employee or job applicant to perform the essential functions of the job while pregnant or experiencing a pregnancy-related condition, without undue hardship to the employer.
- An employer must accommodate conditions related to pregnancy, including post-pregnancy conditions such as the need to express breast milk for a nursing child, unless doing so would pose an undue hardship on the employer. “Undue hardship” means that providing the accommodation would cause the employer significant difficulty or expense.
- An employer cannot require a pregnant employee to accept a particular accommodation, or to begin disability or parental leave if another reasonable accommodation would enable the employee to perform the essential functions of the job without undue hardship to the employer.
- An employer cannot refuse to hire a pregnant job applicant or applicant with a pregnancy-related condition, because of the pregnancy or the pregnancy-related condition if an applicant is capable of performing the essential functions of the position with a reasonable accommodation.
- An employer cannot deny an employment opportunity or take adverse action against an employee because of the employee’s request for or use of a reasonable accommodation for a pregnancy or pregnancy-related condition.
- An employer cannot require medical documentation about the need for an accommodation if the accommodation requested is for: (i) more frequent restroom, food or water breaks; (ii) seating; (iii) limits on lifting no more than 20 pounds; and (iv) private, non-bathroom space for expressing breast milk. An employer, may, however, request medical documentation for other accommodations.
- Employers must provide written notice to employees of the right to be free from discrimination due to pregnancy or a condition related to pregnancy, including the right to reasonable accommodations for conditions related to pregnancy, in a handbook, pamphlet, or other means of notice no later than April 1, 2018.
- Employers must also provide written notice of employees’ rights under the Act: (1) to new employees at or prior to the start of employment; and (2) to an employee who notifies the employer of a pregnancy or a pregnancy-related condition, no more than 10 days after such notification.

The foregoing is a synopsis of the requirements under the Act, and both employees and employers are encouraged to read the full text of the law available on the General Court’s website here:

<https://malegislature.gov/Laws/SessionLaws/Acts/2017/Chapter54>.

If you believe you have been discriminated against on the basis of pregnancy or a pregnancy-related condition, you may file a formal complaint with the MCAD. You may also have the right to file a complaint with the Equal Employment Opportunity Commission if the conduct violates the Pregnancy Discrimination Act, which amended Title VII of the Civil Rights Act of 1964. Both agencies require the formal complaint to be filed within 300 days of the discriminatory act.

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BEREAVEMENT LEAVE

Clover recognizes the importance of taking leave on the occasion of a death in the family. Employees are entitled to whatever time needed during this difficult time. If more than three (3) consecutive days were taken, the employee would need to adhere to Clover's Leave of Absence Policy. Employees taking Bereavement Leave must notify Human Resources and their Manager of their intention to do so.

In some cases, Clover may request documentation to support absences for Bereavement Leave.

JURY DUTY

Clover encourages employees to fulfill their civic duties related to jury service. Employees summoned for Jury Duty are entitled to Paid Time Off for the first three (3) days of jury service served for which they would have been scheduled for work. Non-exempt employees are paid based on an assumed eight (8) hour workday, exempt employees are compensated at their daily rate of pay. Any additional required days off are unpaid.

In the case an employee receives a jury summons, it is the policy of Clover that the employee follows our established Time Off Policy; informing Human Resources as soon as possible to make arrangements for a Leave of Absence. Clover will require you to provide sufficient proof of Jury Duty service. Employees are expected to return to work if excused from Jury Duty during regular working hours or if released from Jury Duty earlier than expected. Employees should contact their Manager in these cases and follow up with HR accordingly.

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 3:00PM 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 an 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 the final decision.

WE LOOK FOR:

- Bright, clear and clean flavors
- Celebrations 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 the idea and bring it back to a future Food Dev meeting. This can go on and on until we love it and our customers agree. All our items are up for re-working at any time (the falafel batter is on version 32!)

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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.

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In addition to the hourly handbook, the following policies, rules and regulations apply to all exempt employees who work for Clover.

EXEMPT EMPLOYEES

Salaried employees are considered exempt and paid bi-weekly at a set established bi-weekly salary and therefore considered exempt from overtime pay and minimum wage provisions of State and Federal wage laws. Clover exempt employees are expected to work an average of fifty (50) hours/week and may be required to work weekends or holidays. All exempt employees are given Health Plan Full-Time benefit eligible status.

If at any time, policy or standards of Clover are broken, a salaried person may be suspended without pay for any given amount of time.

EXEMPT TIME OFF

Salaried/exempt employees earn Paid-Time Off (PTO). The purpose of PTO is to provide exempt employees with flexible paid time off from work that can be used to cover any time an exempt employee does not want or is unable to work. This includes personal time off, vacation, holiday, sick time, bereavement, etc.

Exempt employees begin accrual on their date of hire. This chart outlines how accrual is calculated per pay period worked.

DAYS OF PTO ISSUED AT HIRE	10	15	20
ACCRUAL RATE PER PAY PERIOD	0.38	0.58	0.77

Accrued time is tracked in ADP through ADP Workforce Now under “Time Off” or the employees pay stub. Time-off requests must be approved by your Manager in ADP before time can be taken off.

At year end up to five (5) days of unused accrued time can be carried over but cannot exceed the max amount of PTO allocated for the year. Any other time previously accrued, but not taken, will expire at year-end. For terminated employees, any unused accrued time off is paid out in the employee’s final paycheck. In the case a terminated employee has been paid out time that was not yet accrued, the balance of that time will be deducted from the final paycheck.

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 (hr@cloverfoodlab.com) and their manager in writing prior to doing so. And submit that request through ADP Workforce Now.

Time off requests must follow Clover’s Time Off Policy, found in this handbook. An exempt employee can request time off as either paid (PTO) or (UP) unpaid.

Taking time off requires exempt employees are not working. 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, an UP day, or work at another location. You should never assume a day is approved without proper approval from your Manager through ADP.

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For planned time off that is taken, it is required that the exempt employee sets an out of office reply detailing emergency contact in time of absence prior to departure as well as sending an email to your team before you leave with a plan for coverage. For any unplanned time taken, a good faith effort to communicate that time off should be made. Please send an email to HR (hr@cloverfoodlab.com) and your manager as soon you feel sick. After you return to work, please submit a Time Off Request in ADP Workforce Now.

CONFIDENTIALITY

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.

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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,

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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

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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.

Exhibit A: Clover 2020 General Manager Bonus Plan

CLOVER 2020 GENERAL MANAGER BONUS PLAN

The General Manger plan in 2020 has three elements.

1. **QUANTITATIVE – KPI's** – A quarterly bonus award based on your quarterly performance on Key Performance Indicators (KPI's).
2. **QUANTITATIVE – SALES** – A quarterly bonus award based on your quarterly sales performance versus the SALES budget.
3. **QUALITATIVE – PERFORMANCE** – An annual bonus award based on your substantive knowledge, performance and leadership during the entire year.

KEY PERFORMANCE INDICATORS (KPIs)

The **KPI** portion of your quantitative bonus allows you to earn a specified percentage (%) of your quarterly compensation if you achieve certain performance levels for eight (8) KPIs. The total bonus potential is up to 25% of your quarterly earnings. Please see page two (2) for more information on the metrics.

SALES

The **SALES** portion of your quantitative bonus allows you to earn a specified percentage (%) of your quarterly compensation if you achieve certain sales goals. The SALES GOALS are expressed as percentage ranges. The percentages determined by dividing your quarterly sales by your quarterly budget. The total bonus potential is up to 10% of your quarterly earnings.

If Sales over Budget is between:

- **0% - 2.5%** you will earn **2.5%** of quarterly earnings
- **2.5% - 5%** you will earn **5%** of quarterly earnings
- **>5%** you will earn **10%** of quarterly earnings

QUALITATIVE

The **QUALITATIVE** portion of your bonus plan allows you to receive up to 10% of your total annual base compensation (exclusive of bonuses for SALES and KPIs). The Qualitative assessment will involve the review of your functional performance a as a General Manager, items that are reviewed, include but are not limited to:

- Administrative compliance (essentially office hours work, payroll accuracy, onboarding paperwork, timeliness of promotion)
- Launch execution (new item in-stock and training)
- Out of Stock management
- Training and growth of people
- Facility (cleanliness, timely repair)

**CLOVER 2020
GENERAL MANAGER BONUS PLAN**

- Adherence to Standard Operating Procedures
- Leadership

KPI MATRIX

1	Labor	(-2.0%) to +0.25% I.e. goal is 23% and your labor is 21.2% you achieve full bonus I.e. goal is 23% and your labor is 20.9% you achieve zero bonus I.e. goal is 23% and your labor is 23.1% you achieve full bonus I.e. goal is 23% and your labor is 23.3% you achieve zero	5%
2	Efficiencies	All or nothing - 3 out of 4 Cheese with a goal of 85% Eggs with a goal of 85% Blended Pita with a goal of 95% Meatball Mix with a goal of 93%	5%
3	Zenput	Over 90% Compliance on Zenput checklists	2.5%
4	Employee Turnover	<150% (HSC < 65) An EE is a term if they have not worked hr in the 14 days preceding the Quarter end; False hires, promotions, and transfer are excluded.	2.5%
5	SNL or One - Off Training	More than 90% of employees at appropriate training level	2.5%
6	Food Quality Audit	Leadership audit in Zenput and Manager must score 80% or above. A variety of items will be tested per quarter: One breakfast bowl One breakfast sandwich One lunch staple menu item One Seasonal item One snack	2.5%
7	Store Walks	First w/ Area Mgr 2nd w/ Area Mgr & (Rob, Greg, or Ayr); must be passing (>90%) BOTH must be completed and in Zenput folder	2.5%
8	CG Level compliance	>15% of lunch orders taken by correct # of CG's during lunch hour (stores less than 500k 5% on food quality); Expo verification (upon site visit or video review, if no designated expo person (I.e. on the guest side of the counter) 3 times than this metric is paid at zero CG Levels for Lunch: FIN 4, DTX 3, LMA 3, BBY 3, HFI 2, HSQ 2, KND 4, HUB 2, BUR 3, HSC 3	2.5%

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Exhibit B: The Health Insurance benefit for eligible employees and their dependents is described in detail in the Summary of Benefits and Coverage (SBC) prepared by the insurance carrier.



Clarification on SBC format

As of April 1, 2017 the federal government has issued a new format for the *Summary of Benefits and Coverage* (SBC) document. One of the most significant changes to the format is the way deductibles are referenced in the cost-sharing chart. The cost-sharing chart shows copayments and coinsurance **after** the deductible has been met.

- A statement appears at the top of the chart noting that all copayments and coinsurance are **after the deductible has been met**, if a deductible applies (see example below). Please note that this wording appears only at the top of the chart.

 All copayments and coinsurance cost shown in this chart after your deductible has been met, if a deductible applies.

- If the deductible does not apply to a benefit, the phrase “deductible does not apply” appears in the chart.
- If the “What You Will Pay” column, indicates “no charge,” this means no charge **after** the deductible has been met.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have a test	Diagnostic test (x-ray, blood work)	X-rays: No charge Laboratory: Select Providers: No charge; <u>deductible</u> does not apply. Other Plan Providers: No charge	Not covered	None
	Imaging (CT/PET scans, MRIs)	No charge	Not covered	Cost sharing may vary for certain imaging services.


We encourage readers to reference *Schedule of Benefits* documents for cost-sharing details. The *Schedule of Benefits* is the contract between a member and Harvard Pilgrim Health Care and is the more complete document.

The Harvard Pilgrim Focus NetworkSM Best Buy HMO

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

Coverage Period: 01/01/2018 — 12/31/2018

Coverage for: Individual + Family | **Plan Type:** HMO

	<p>The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, www.harvardpilgrim.org/LGsampleEOC. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary or call 1-888-333-4742 to request a copy.</p>	
Important Questions	Answers	Why this matters
<p>What is the overall deductible?</p>	<p>\$2,000 member/ \$4,000 family Benefits are administered on a Plan Year basis.</p>	<p>Generally you must pay all the costs up to the deductible amount before this plan begins to pay. If you have other family members on the policy, they have to meet their own individual deductible until the overall family deductible amount has been met.</p>
<p>Are there services covered before you meet your deductible?</p>	<p>Yes: outpatient mental health services, preventive care, provider office visits, routine eye exams, are covered before you meet your deductibles.</p>	<p>This plan covers some items and services even if you haven't yet met the deductible amount. But, a copayment or coinsurance may apply.</p>
<p>Are there other deductibles for specific services?</p>	<p>No.</p>	<p>You don't have to meet deductibles for specific services</p>
<p>What is the out-of-pocket limit for this plan?</p>	<p>\$6,600 member/ \$13,200 family</p>	<p>The out-of-pocket limit is the most you could pay in a year of covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limit until the overall family out-of-pocket limit has been met.</p>

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

Important Questions	Answers	Why this matters
What is not included in the out-of-pocket limit ?	Premiums , balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit .
Will you pay less if you use a network provider ?	Yes. See https://www.providerlookuponline.com/harvardpilgrim/po7/Search.aspx or call 1-888-333-4742 for a list of preferred providers .	This plan uses a provider network . You will pay less if you use a provider in the plan's network . You will pay the most if you use an out-of-network provider , and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance-billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist ?	Yes, some exceptions apply.	This plan will pay some or all of the costs to see a specialist for covered services but only if you have a referral before you see the specialist .



All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	Level 1: \$25 copay /visit; deductible does not apply	Not covered	None
	Specialist visit	Level 1: \$25 copay /visit Level 2: \$40 copay /visit; deductible does not apply	Not covered	None
	Preventive care/ screening/ immunization	No charge; deductible does not apply	Not covered	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have a test	Diagnostic test (x-ray, blood work)	No charge	Not covered	None
	Imaging (CT/PET scans, MRIs)	\$150 copay /procedure	Not covered	Cost sharing may vary for certain imaging services.
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.harvardpilgrim.org/2018Value5T .	Generic drugs	30-Day Retail Tier 1: \$5 copay /prescription; deductible does not apply 90-Day Mail Tier 1: \$10 copay /prescription; deductible does not apply 30-Day Retail Tier 2: \$25 copay /prescription; deductible does not apply 90-Day Mail Tier 2: \$50 copay /prescription; deductible does not apply		Value formulary - covers a limited list; not all drugs are covered.
	Preferred brand drugs	30-Day Retail Tier 3: \$50 copay /prescription; deductible does not apply 90-Day Mail Tier 3: \$100 copay /prescription; deductible does not apply		Some generic drugs are in this tier.
	Non-preferred brand drugs	30-Day Retail Tier 4: \$70 copay /prescription; deductible does not apply 90-Day Mail Tier 4: \$210 copay /prescription; deductible does not apply		Same as above.
	Specialty drugs	30-Day Retail Tier 4: \$70 copay /prescription; deductible does not apply 90-Day Mail Tier 4: \$210 copay /prescription; deductible does not apply 30-Day Retail Tier 5: 20% coinsurance up to \$250; deductible does not apply 90-Day Mail Tier 5: 20% coinsurance up to \$750; deductible does not apply		Some drugs must be obtained through a Specialty Pharmacy.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No charge	Not covered	None
	Physician/surgeon fees	No charge	Not covered	

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need immediate medical attention	Emergency room care	\$150 copay /visit	Same As Participating Provider	None
	Emergency medical transportation	No charge	Same As Participating Provider	None
	Urgent care	Convenience care clinic: \$25 copay /visit; deductible does not apply Urgent care clinic (including hospital urgent care clinic): \$25 copay /visit; deductible does not apply	Not Covered	Services with non-participating providers are only covered outside of the service area.
If you have a hospital stay	Facility fee (e.g., hospital room)	No charge	Not covered	None
	Physician/surgeon fee	No charge	Not covered	
If you have mental health, behavioral health, or substance abuse needs	Outpatient services	Level 1: \$25 copay /visit; deductible does not apply	Not covered	None
	Inpatient services	No charge	Not covered	
If you are pregnant	Office visits	Level 1: \$25 copay /visit; deductible does not apply	Not covered	Cost sharing does not apply for preventive services. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	No charge	Not covered	
	Childbirth/delivery facility services	No charge	Not covered	

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	No charge	Not covered	None
	Rehabilitation services	No charge	Not covered	Occupational therapy – 20 visits /Plan Year Physical therapy – 20 visits /Plan Year
	Habilitation services	No charge	Not covered	
	Skilled nursing care	No charge	Not covered	100 days/Plan Year
	Durable medical equipment	20% coinsurance	Not covered	Wigs – 1 synthetic monofilament wig/Plan Year
	Hospice services	No charge	Not covered	For inpatient services, see “If you have a hospital stay”.
If your child needs dental or eye care	Children’s eye exam	Level 1: \$25 copay /visit; deductible does not apply	Not covered	1 exam/Plan Year
	Children’s glasses	Not covered	Not covered	None
	Children’s dental check-up – Up to age of 13	Level 1: \$25 copay /visit; deductible does not apply	Not covered	2 exams/Plan Year
Excluded Services & Other Covered Services:				
Services Your Plan Does NOT Cover (This isn’t a complete list. Check your policy or plan document for other excluded services.)				
<ul style="list-style-type: none"> Long-Term (Custodial) Care 		<ul style="list-style-type: none"> Most Cosmetic Surgery Most Dental Care (Adult) Non-emergency care when traveling outside the U.S. 		<ul style="list-style-type: none"> Private-duty nursing Routine foot care Services that are not Medically Necessary Weight Loss Programs
Other Covered Services (This isn’t a complete list. Check your policy or plan document for other covered services and your costs for these services.)				
<ul style="list-style-type: none"> Acupuncture - 20 visits/Plan Year Bariatric surgery 		<ul style="list-style-type: none"> Chiropractic Care - 12 visits/Plan Year Hearing Aids - \$2,000/aid every 36 months, for each impaired ear 		<ul style="list-style-type: none"> Infertility Treatment Routine eye care (Adult) – 1 exam/Plan Year

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

Your Rights to Continue Coverage:

There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance [Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights:

There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact:

HPHC Member Appeals-Member
Services Department
Harvard Pilgrim Health Care, Inc.
1600 Crown Colony Drive
Quincy, MA 02169
Telephone: 1-888-333-4742
Fax: 1-617-509-3085

Department of Labor's Employee
Benefits Security Administration
1-866-444-3272
www.dol.gov/ebsa/healthreform

Health Care for All
30 Winter Street, Suite 1004
Boston, MA 02108
1-800-272-4232
<http://www.hcfama.org/helpline>

Massachusetts Division of
Insurance
1000 Washington Street, Suite 810
Boston, MA 02118-6200
1-617-521-7794

Does this plan provide Minimum Essential Coverage? Yes

If you don't have [Minimum Essential Coverage](#) for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this Coverage Meet the Minimum Value Standard? Yes

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium](#) tax credit to help you pay for a [plan](#) through the [Marketplace](#).

Language Access Services:

Para obtener asistencia en Español, llame al 1-888-333-4742.

如果需要中文的帮助, 请拨打这个号码 1-888-333-4742.

De assistência em Português, por favor ligue 1-888-333-4742.

————— To see examples of how this plan might cover costs for a sample medical situation, see the next page. —————

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this [plan](#) might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your **providers** charge, and many other factors. Focus on the [cost sharing](#) amounts ([deductible](#), [copayment](#) and [coinsurance](#)) and [excluded services](#) under the [plan](#). Use this information to compare the portion of costs you might pay under different health [plans](#). Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)	Managing Joe's type 2 Diabetes (a year of routine in-network care of a well-controlled condition)	Mia's Simple Fracture (in-network emergency room visit and follow up care)
<ul style="list-style-type: none"> ■ The plan's overall deductible \$2,000 	<ul style="list-style-type: none"> ■ The plan's overall deductible \$2,000 	<ul style="list-style-type: none"> ■ The plan's overall deductible \$2,000
<ul style="list-style-type: none"> ■ Specialist copayment \$40 	<ul style="list-style-type: none"> ■ Specialist copayment \$40 	<ul style="list-style-type: none"> ■ Specialist copayment \$40
<ul style="list-style-type: none"> ■ Hospital (facility) \$0 	<ul style="list-style-type: none"> ■ Hospital (facility) \$0 	<ul style="list-style-type: none"> ■ Hospital (facility) \$0
<ul style="list-style-type: none"> ■ Other \$0 	<ul style="list-style-type: none"> ■ Other \$0 	<ul style="list-style-type: none"> ■ Other \$0
<p>This EXAMPLE event includes services like:</p>	<p>This EXAMPLE event includes services like:</p>	<p>This EXAMPLE event includes services like:</p>
<p>Specialist office visits (<i>prenatal care</i>)</p>	<p>Primary care physician office visits (<i>including disease education</i>)</p>	<p>Emergency room care (<i>including medical supplies</i>)</p>
<p>Childbirth/Delivery Professional Services</p>	<p>Diagnostic tests (<i>blood work</i>)</p>	<p>Diagnostic test (<i>x-ray</i>)</p>
<p>Childbirth/Delivery Facility Services</p>	<p>Prescription drugs</p>	<p>Durable medical equipment (<i>crutches</i>)</p>
<p>Diagnostic tests (<i>ultrasounds and blood work</i>)</p>	<p>Durable medical equipment (<i>glucose meter</i>)</p>	<p>Rehabilitation services (<i>physical therapy</i>)</p>
<p>Specialist visit (<i>anesthesia</i>)</p>		
<p>Total Example Cost \$12,731</p>	<p>Total Example Cost \$7,389</p>	<p>Total Example Cost \$1,925</p>
<p>In this example, Peg would pay:</p>	<p>In this example, Joe would pay:</p>	<p>In this example, Mia would pay:</p>
<p><i>Cost Sharing</i></p>	<p><i>Cost Sharing</i></p>	<p><i>Cost Sharing</i></p>
<p>Deductibles \$2,000</p>	<p>Deductibles \$130</p>	<p>Deductibles \$1,740</p>
<p>Copayments \$50</p>	<p>Copayments \$2,270</p>	<p>Copayments \$80</p>
<p>Coinsurance \$0</p>	<p>Coinsurance \$0</p>	<p>Coinsurance \$0</p>
<p><i>What isn't covered</i></p>	<p><i>What isn't covered</i></p>	<p><i>What isn't covered</i></p>
<p>Limits or exclusions \$0</p>	<p>Limits or exclusions \$30</p>	<p>Limits or exclusions \$0</p>
<p>The total Peg would pay is \$2,050</p>	<p>The total Joe would pay is \$2,430</p>	<p>The total Mia would pay is \$1,820</p>

The [plan](#) would be responsible for the other costs of these EXAMPLE covered services.

Language Assistance Services

Español (Spanish) ATENCIÓN: Si usted habla español, servicios de asistencia lingüística, de forma gratuita, están a su disposición. Llame al 1-888-333-4742 (TTY: 711).

Português (Portuguese) ATENÇÃO: Se você fala português, encontram-se disponíveis serviços linguísticos gratuitos. Ligue para 1-888-333-4742 (TTY: 711).

Kreyòl Ayisyen (French Creole) ATANSYON: Si nou palé Kreyòl Ayisyen, gen asistans pou sèvis ki disponib nan lang nou pou gratis. Rele 1-888-333-4742 (TTY: 711).

繁體中文 (Traditional Chinese) 注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-888-333-4742 (TTY: 711)。

Tiếng Việt (Vietnamese) CHÚ Ý: Nếu quý vị nói Tiếng Việt, dịch vụ thông dịch của chúng tôi sẵn sàng phục vụ quý vị miễn phí. Gọi số 1-888-333-4742 (TTY: 711).

Русский (Russian) ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-888-333-4742 (телетайп: 711).

العربية (Arabic)

انتباه: إذا أنت تتكلم اللغة العربية، خدمات المساعدة اللغوية متوفرة لك مجاناً. إتصل على 1 888-333-4742

(TTY: 711)

ខ្មែរ (Cambodian) ប្រសិនបើលោកអ្នកនិយាយភាសាខ្មែរ យើងមានសេវាកម្មបកប្រែ ជូនលោកអ្នកដោយឥតគិតថ្លៃ។ ចូរ ទូរស័ព្ទ 1-888-333-4742 (TTY: 711)។

Français (French) ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-888-333-4742 (ATS: 711).

Italiano (Italian) ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-888-333-4742 (TTY: 711).

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한국어 (Korean) '알림': 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-888-333-4742 (TTY: 711) 번으로 전화해 주십시오.

ελληνικά (Greek) ΠΡΟΣΟΧΗ: Αν μιλάτε ελληνικά, υπάρχουν στη διάθεσή σας δωρεάν υπηρεσίες γλωσσικής υποστήριξης. Καλέστε 1-888-333-4742 (TTY: 711).

Polski (Polish) UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-888-333-4742 (TTY: 711).

हिंदी (Hindi) ध्यान दीजिए: अगर आप हिंदी बोलते हैं तो आपके लिये भाषाकी सहायता मुफ्त में उपलब्ध है. जानकारी के लिये फोन करे. 1-888-333-4742 (TTY: 711)

ગુજરાતી (Gujarati) ધ્યાન આપો : જો તમે ગુજરાતી બોલતા હો તો આપને માટે ભાષાકીય સહાય તદ્દન મફત ઉપલબ્ધ છે. વિશેષ માહિતી માટે ફોન કરો. 1-888-333-4742 (TTY: 711)

ພາສາລາວ (Lao) ໂປດຊາບ: ຖ້າວ່າ ທ່ານເວົ້າພາສາ ລາວ, ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ເສັຽຄ່າ, ຈະມີພ້ອມໃຫ້ທ່ານ. ໂທ 1-888-333-4742 (TTY: 711).

ATTENTION: If you speak a language other than English, language assistance services, free of charge, are available to you. Call 1-888-333-4742 (TTY: 711).



Harvard Pilgrim Health Care includes Harvard Pilgrim Health Care, Harvard Pilgrim Health Care of Connecticut, Harvard Pilgrim Health Care of New England and HPHC Insurance Company.

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General Notice About Nondiscrimination and Accessibility Requirements

Harvard Pilgrim Health Care and its affiliates as noted below ("HPHC") comply with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. HPHC does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

HPHC:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters and written information in other formats (large print, audio, other formats)
- Provides free language services to people whose primary language is not English, such as qualified interpreters.

If you need these services, contact our Civil Rights Compliance Officer.

If you believe that HPHC has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance with: Civil Rights Compliance Officer, 93 Worcester St, Wellesley, MA 02481, (866) 750-2074, TTY service: 711, Fax: (617) 509-3085, Email: civil_rights@harvardpilgrim.org. You can file a grievance in person or by mail, fax or email. If you need help filing a grievance, the Civil Rights Compliance Officer is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
(800) 368-1019, (800) 537-7697 (TTY)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.



Harvard Pilgrim Health Care includes Harvard Pilgrim Health Care, Harvard Pilgrim Health Care of Connecticut, Harvard Pilgrim Health Care of New England and HPHC Insurance Company.


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Clarification on SBC format

As of April 1, 2017 the federal government has issued a new format for the *Summary of Benefits and Coverage* (SBC) document. One of the most significant changes to the format is the way deductibles are referenced in the cost-sharing chart. The cost-sharing chart shows copayments and coinsurance **after** the deductible has been met.

- A statement appears at the top of the chart noting that all copayments and coinsurance are **after the deductible has been met**, if a deductible applies (see example below). Please note that this wording appears only at the top of the chart.

 All copayments and coinsurance cost shown in this chart after your deductible has been met, if a deductible applies.

- If the deductible does not apply to a benefit, the phrase “deductible does not apply” appears in the chart.
- If the “What You Will Pay” column, indicates “no charge,” this means no charge **after** the deductible has been met.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have a test	Diagnostic test (x-ray, blood work)	X-rays: No charge Laboratory: Select Providers: No charge; <u>deductible</u> does not apply. Other Plan Providers: No charge	Not covered	None
	Imaging (CT/PET scans, MRIs)	No charge	Not covered	Cost sharing may vary for certain imaging services.


We encourage readers to reference *Schedule of Benefits* documents for cost-sharing details. The *Schedule of Benefits* is the contract between a member and Harvard Pilgrim Health Care and is the more complete document.

The Harvard Pilgrim Best Buy HMO

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

Coverage Period: 01/01/2018 — 12/31/2018

Coverage for: Individual + Family | **Plan Type:** HMO

	<p>The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, www.harvardpilgrim.org/LGsampleEOC. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary or call 1-888-333-4742 to request a copy.</p>	
Important Questions	Answers	Why this matters
<p>What is the overall deductible?</p>	<p>\$2,000 member/ \$4,000 family Benefits are administered on a Plan Year basis.</p>	<p>Generally you must pay all the costs up to the deductible amount before this plan begins to pay. If you have other family members on the policy, they have to meet their own individual deductible until the overall family deductible amount has been met.</p>
<p>Are there services covered before you meet your deductible?</p>	<p>Yes: emergency room care, outpatient mental health services, preventive care, provider office visits, routine eye exams, are covered before you meet your deductibles.</p>	<p>This plan covers some items and services even if you haven't yet met the deductible amount. But, a copayment or coinsurance may apply.</p>
<p>Are there other deductibles for specific services?</p>	<p>No.</p>	<p>You don't have to meet deductibles for specific services</p>
<p>What is the out-of-pocket limit for this plan?</p>	<p>\$6,600 member/ \$13,200 family</p>	<p>The out-of-pocket limit is the most you could pay in a year of covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limit until the overall family out-of-pocket limit has been met.</p>

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

Important Questions	Answers	Why this matters
What is not included in the <u>out-of-pocket limit</u> ?	<u>Premiums</u> , <u>balance-billing</u> charges, and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See https://www.providerlookuponline.com/harvardpilgrim/po7/Search.aspx or call 1-888-333-4742 for a list of <u>preferred providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the plan's <u>network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the provider's charge and what your <u>plan</u> pays (<u>balance-billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	Yes, some exceptions apply.	This <u>plan</u> will pay some or all of the costs to see a <u>specialist</u> for covered services but only if you have a <u>referral</u> before you see the <u>specialist</u> .



All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care <u>provider's</u> office or clinic	Primary care visit to treat an injury or illness	Level 1: \$25 <u>copay</u> /visit; <u>deductible</u> does not apply	Not covered	None
	<u>Specialist</u> visit	Level 1: \$25 <u>copay</u> /visit Level 2: \$40 <u>copay</u> /visit; <u>deductible</u> does not apply	Not covered	None
	<u>Preventive care</u> / <u>screening</u> / <u>immunization</u>	No charge; <u>deductible</u> does not apply	Not covered	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have a test	Diagnostic test (x-ray, blood work)	No charge	Not covered	None
	Imaging (CT/PET scans, MRIs)	\$150 copay /procedure	Not covered	Cost sharing may vary for certain imaging services.
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.harvardpilgrim.org/2018Value5T .	Generic drugs	30-Day Retail Tier 1: \$5 copay /prescription; deductible does not apply 90-Day Mail Tier 1: \$10 copay /prescription; deductible does not apply 30-Day Retail Tier 2: \$25 copay /prescription; deductible does not apply 90-Day Mail Tier 2: \$50 copay /prescription; deductible does not apply		Value formulary - covers a limited list; not all drugs are covered.
	Preferred brand drugs	30-Day Retail Tier 3: \$40 copay /prescription; deductible does not apply 90-Day Mail Tier 3: \$80 copay /prescription; deductible does not apply		Some generic drugs are in this tier.
	Non-preferred brand drugs	30-Day Retail Tier 4: \$60 copay /prescription; deductible does not apply 90-Day Mail Tier 4: \$120 copay /prescription; deductible does not apply		Same as above.
	Specialty drugs	30-Day Retail Tier 4: \$60 copay /prescription; deductible does not apply 90-Day Mail Tier 4: \$120 copay /prescription; deductible does not apply 30-Day Retail Tier 5: 20% coinsurance up to \$250; deductible does not apply 90-Day Mail Tier 5: 20% coinsurance up to \$750; deductible does not apply		Some drugs must be obtained through a Specialty Pharmacy.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No charge	Not covered	None
	Physician/surgeon fees	No charge	Not covered	

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need immediate medical attention	Emergency room care	\$150 copay /visit; deductible does not apply	Same As Participating Provider	None
	Emergency medical transportation	No charge	Same As Participating Provider	None
	Urgent care	Convenience care clinic: \$25 copay /visit; deductible does not apply Urgent care clinic (including hospital urgent care clinic): \$40 copay /visit; deductible does not apply	Not Covered	Services with non-participating providers are only covered outside of the service area.
If you have a hospital stay	Facility fee (e.g., hospital room)	No charge	Not covered	None
	Physician/surgeon fee	No charge	Not covered	
If you have mental health, behavioral health, or substance abuse needs	Outpatient services	Level 1: \$25 copay /visit; deductible does not apply	Not covered	None
	Inpatient services	No charge	Not covered	
If you are pregnant	Office visits	Level 1: \$25 copay /visit; deductible does not apply	Not covered	Cost sharing does not apply for preventive services. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	No charge	Not covered	
	Childbirth/delivery facility services	No charge	Not covered	

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	No charge	Not covered	None
	Rehabilitation services	No charge	Not covered	Occupational therapy – 20 visits /Plan Year Physical therapy – 20 visits /Plan Year
	Habilitation services	No charge	Not covered	
	Skilled nursing care	No charge	Not covered	100 days/Plan Year
	Durable medical equipment	20% coinsurance	Not covered	Wigs – \$350/Plan Year
	Hospice services	No charge	Not covered	For inpatient services, see “If you have a hospital stay”.
If your child needs dental or eye care	Children’s eye exam	Level 1: \$25 copay /visit; deductible does not apply	Not covered	1 exam/Plan Year
	Children’s glasses	Not covered	Not covered	None
	Children’s dental check-up – Up to age of 13	Level 1: \$25 copay /visit; deductible does not apply	Not covered	2 exams/Plan Year
Excluded Services & Other Covered Services:				
Services Your Plan Does NOT Cover (This isn’t a complete list. Check your policy or plan document for other excluded services.)				
<ul style="list-style-type: none"> Long-Term (Custodial) Care 		<ul style="list-style-type: none"> Most Cosmetic Surgery Most Dental Care (Adult) Non-emergency care when traveling outside the U.S. 		<ul style="list-style-type: none"> Private-duty nursing Routine foot care Services that are not Medically Necessary Weight Loss Programs
Other Covered Services (This isn’t a complete list. Check your policy or plan document for other covered services and your costs for these services.)				
<ul style="list-style-type: none"> Acupuncture - 20 visits/Plan Year Bariatric surgery 		<ul style="list-style-type: none"> Chiropractic Care - 12 visits/Plan Year Hearing Aids - \$2,000/aid every 36 months, for each impaired ear 		<ul style="list-style-type: none"> Infertility Treatment Routine eye care (Adult) – 1 exam/Plan Year

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

Your Rights to Continue Coverage:

There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance [Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights:

There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact:

HPHC Member Appeals-Member
Services Department
Harvard Pilgrim Health Care, Inc.
1600 Crown Colony Drive
Quincy, MA 02169
Telephone: 1-888-333-4742
Fax: 1-617-509-3085

Department of Labor's Employee
Benefits Security Administration
1-866-444-3272
www.dol.gov/ebsa/healthreform

Health Care for All
30 Winter Street, Suite 1004
Boston, MA 02108
1-800-272-4232
<http://www.hcfama.org/helpline>

Massachusetts Division of
Insurance
1000 Washington Street, Suite 810
Boston, MA 02118-6200
1-617-521-7794

Does this plan provide Minimum Essential Coverage? Yes

If you don't have [Minimum Essential Coverage](#) for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this Coverage Meet the Minimum Value Standard? Yes

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium](#) tax credit to help you pay for a [plan](#) through the [Marketplace](#).

Language Access Services:

Para obtener asistencia en Español, llame al 1-888-333-4742.


如果需要中文的帮助, 请拨打这个号码 1-888-333-4742.

De assistência em Português, por favor ligue 1-888-333-4742.

————— To see examples of how this plan might cover costs for a sample medical situation, see the next page. —————

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this [plan](#) might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your **providers** charge, and many other factors. Focus on the [cost sharing](#) amounts ([deductible](#), [copayment](#) and [coinsurance](#)) and [excluded services](#) under the [plan](#). Use this information to compare the portion of costs you might pay under different health [plans](#). Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)	Managing Joe's type 2 Diabetes (a year of routine in-network care of a well-controlled condition)	Mia's Simple Fracture (in-network emergency room visit and follow up care)
<ul style="list-style-type: none"> ■ The plan's overall deductible \$2,000 ■ Specialist copayment \$40 ■ Hospital (facility) \$0 ■ Other \$0 <p>This EXAMPLE event includes services like: Specialist office visits (<i>prenatal care</i>) Childbirth/Delivery Professional Services Childbirth/Delivery Facility Services Diagnostic tests (<i>ultrasounds and blood work</i>) Specialist visit (<i>anesthesia</i>)</p>	<ul style="list-style-type: none"> ■ The plan's overall deductible \$2,000 ■ Specialist copayment \$40 ■ Hospital (facility) \$0 ■ Other \$0 <p>This EXAMPLE event includes services like: Primary care physician office visits (<i>including disease education</i>) Diagnostic tests (<i>blood work</i>) Prescription drugs Durable medical equipment (<i>glucose meter</i>)</p>	<ul style="list-style-type: none"> ■ The plan's overall deductible \$2,000 ■ Specialist copayment \$40 ■ Hospital (facility) \$0 ■ Other \$0 <p>This EXAMPLE event includes services like: Emergency room care (<i>including medical supplies</i>) Diagnostic test (<i>x-ray</i>) Durable medical equipment (<i>crutches</i>) Rehabilitation services (<i>physical therapy</i>)</p>
Total Example Cost \$12,731	Total Example Cost \$7,389	Total Example Cost \$1,925
In this example, Peg would pay:	In this example, Joe would pay:	In this example, Mia would pay:
<i>Cost Sharing</i>	<i>Cost Sharing</i>	<i>Cost Sharing</i>
Deductibles \$2,000	Deductibles \$130	Deductibles \$1,470
Copayments \$50	Copayments \$2,010	Copayments \$80
Coinsurance \$0	Coinsurance \$0	Coinsurance \$0
<i>What isn't covered</i>	<i>What isn't covered</i>	<i>What isn't covered</i>
Limits or exclusions \$0	Limits or exclusions \$30	Limits or exclusions \$0
The total Peg would pay is \$2,050	The total Joe would pay is \$2,170	The total Mia would pay is \$1,550

The [plan](#) would be responsible for the other costs of these EXAMPLE covered services.

Language Assistance Services

Español (Spanish) ATENCIÓN: Si usted habla español, servicios de asistencia lingüística, de forma gratuita, están a su disposición. Llame al 1-888-333-4742 (TTY: 711).

Português (Portuguese) ATENÇÃO: Se você fala português, encontram-se disponíveis serviços linguísticos gratuitos. Ligue para 1-888-333-4742 (TTY: 711).

Kreyòl Ayisyen (French Creole) ATANSYON: Si nou palé Kreyòl Ayisyen, gen asistans pou sèvis ki disponib nan lang nou pou gratis. Rele 1-888-333-4742 (TTY: 711).

繁體中文 (Traditional Chinese) 注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-888-333-4742 (TTY: 711)。

Tiếng Việt (Vietnamese) CHÚ Ý: Nếu quý vị nói Tiếng Việt, dịch vụ thông dịch của chúng tôi sẵn sàng phục vụ quý vị miễn phí. Gọi số 1-888-333-4742 (TTY: 711).

Русский (Russian) ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-888-333-4742 (телетайп: 711).

العربية (Arabic)

انتباه: إذا أنت تتكلم اللغة العربية، خدمات المساعدة اللغوية متوفرة لك مجاناً. إتصل على 1 888-333-4742

(TTY: 711)

ខ្មែរ (Cambodian) ប្រសិនបើលោកអ្នកនិយាយភាសាខ្មែរ យើងមានសេវាកម្មបកប្រែ ជូនលោកអ្នកដោយឥតគិតថ្លៃ។ ចូរ ទូរស័ព្ទ 1-888-333-4742 (TTY: 711)។

Français (French) ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-888-333-4742 (ATS: 711).

Italiano (Italian) ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-888-333-4742 (TTY: 711).

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한국어 (Korean) '알림': 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-888-333-4742 (TTY: 711) 번으로 전화해 주십시오.

ελληνικά (Greek) ΠΡΟΣΟΧΗ: Αν μιλάτε ελληνικά, υπάρχουν στη διάθεσή σας δωρεάν υπηρεσίες γλωσσικής υποστήριξης. Καλέστε 1-888-333-4742 (TTY: 711).

Polski (Polish) UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-888-333-4742 (TTY: 711).

हिंदी (Hindi) ध्यान दीजिए: अगर आप हिंदी बोलते हैं तो आपके लिये भाषाकी सहायता मुफ्त में उपलब्ध है. जानकारी के लिये फोन करे. 1-888-333-4742 (TTY: 711)

ગુજરાતી (Gujarati) ધ્યાન આપો : જો તમે ગુજરાતી બોલતા હો તો આપને માટે ભાષાકીય સહાય તદ્દન મફત ઉપલબ્ધ છે. વિશેષ માહિતી માટે ફોન કરો. 1-888-333-4742 (TTY: 711)

ພາສາລາວ (Lao) ໂປດຊາບ: ຖ້າວ່າ ທ່ານເວົ້າພາສາ ລາວ, ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ເສັຽຄ່າ, ຈະມີພ້ອມໃຫ້ທ່ານ. ໂທ 1-888-333-4742 (TTY: 711).

ATTENTION: If you speak a language other than English, language assistance services, free of charge, are available to you. Call 1-888-333-4742 (TTY: 711).



Harvard Pilgrim Health Care includes Harvard Pilgrim Health Care, Harvard Pilgrim Health Care of Connecticut, Harvard Pilgrim Health Care of New England and HPHC Insurance Company.

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General Notice About Nondiscrimination and Accessibility Requirements

Harvard Pilgrim Health Care and its affiliates as noted below ("HPHC") comply with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. HPHC does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

HPHC:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters and written information in other formats (large print, audio, other formats)
- Provides free language services to people whose primary language is not English, such as qualified interpreters.

If you need these services, contact our Civil Rights Compliance Officer.

If you believe that HPHC has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance with: Civil Rights Compliance Officer, 93 Worcester St, Wellesley, MA 02481, (866) 750-2074, TTY service: 711, Fax: (617) 509-3085, Email: civil_rights@harvardpilgrim.org. You can file a grievance in person or by mail, fax or email. If you need help filing a grievance, the Civil Rights Compliance Officer is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
(800) 368-1019, (800) 537-7697 (TTY)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.



Harvard Pilgrim Health Care includes Harvard Pilgrim Health Care, Harvard Pilgrim Health Care of Connecticut, Harvard Pilgrim Health Care of New England and HPHC Insurance Company.


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Clarification on SBC format

As of April 1, 2017 the federal government has issued a new format for the *Summary of Benefits and Coverage* (SBC) document. One of the most significant changes to the format is the way deductibles are referenced in the cost-sharing chart. The cost-sharing chart shows copayments and coinsurance **after** the deductible has been met.

- A statement appears at the top of the chart noting that all copayments and coinsurance are **after the deductible has been met**, if a deductible applies (see example below). Please note that this wording appears only at the top of the chart.

 All copayments and coinsurance cost shown in this chart after your deductible has been met, if a deductible applies.

- If the deductible does not apply to a benefit, the phrase “deductible does not apply” appears in the chart.
- If the “What You Will Pay” column, indicates “no charge,” this means no charge **after** the deductible has been met.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have a test	Diagnostic test (x-ray, blood work)	X-rays: No charge Laboratory: Select Providers: No charge; <u>deductible</u> does not apply. Other Plan Providers: No charge	Not covered	None
	Imaging (CT/PET scans, MRIs)	No charge	Not covered	Cost sharing may vary for certain imaging services.


We encourage readers to reference *Schedule of Benefits* documents for cost-sharing details. The *Schedule of Benefits* is the contract between a member and Harvard Pilgrim Health Care and is the more complete document.

The Harvard Pilgrim Best Buy PPO

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

Coverage Period: 01/01/2018 — 12/31/2018

Coverage for: Individual + Family | **Plan Type:** PPO

	<p>The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, www.harvardpilgrim.org/LGsampleEOC. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary or call 1-888-333-4742 to request a copy.</p>	
Important Questions	Answers	Why this matters
<p>What is the overall deductible?</p>	<p>In-Network: \$2,000 member/ \$4,000 family Out-of-Network: \$4,000 member/ \$8,000 family Benefits are administered on a Plan Year basis.</p>	<p>Generally you must pay all the costs up to the deductible amount before this plan begins to pay. If you have other family members on the policy, they have to meet their own individual deductible until the overall family deductible amount has been met.</p>
<p>Are there services covered before you meet your deductible?</p>	<p>Yes: In-Network outpatient mental health services, preventive care, provider office visits, routine eye exams, are covered before you meet your deductibles.</p>	<p>This plan covers some items and services even if you haven't yet met the deductible amount. But, a copayment or coinsurance may apply.</p>
<p>Are there other deductibles for specific services?</p>	<p>No.</p>	<p>You don't have to meet deductibles for specific services</p>
<p>What is the out-of-pocket limit for this plan?</p>	<p>In-Network: \$6,600 member/ \$13,200 family Out-of-Network: \$13,200 member / \$26,400 family</p>	<p>The out-of-pocket limit is the most you could pay in a year of covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limit until the overall family out-of-pocket limit has been met.</p>

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

Important Questions	Answers	Why this matters
What is not included in the <u>out-of-pocket limit</u> ?	<u>Premiums</u> , <u>balance-billing</u> charges, penalties for failure to obtain preauthorization for services and health care this <u>plan</u> doesn't cover	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See https://www.providerlookuponline.com/harvardpilgrim/po7/Search.aspx or call 1-888-333-4742 for a list of <u>preferred providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the plan's <u>network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the provider's charge and what your <u>plan</u> pays (<u>balance-billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.	You can see the <u>specialist</u> you choose without permission from this <u>plan</u> .



All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care <u>provider's</u> office or clinic	Primary care visit to treat an injury or illness	Level 1: \$25 <u>copay</u> /visit; <u>deductible</u> does not apply	20% <u>coinsurance</u>	None
	<u>Specialist</u> visit	Level 1: \$25 <u>copay</u> /visit Level 2: \$40 <u>copay</u> /visit; <u>deductible</u> does not apply	20% <u>coinsurance</u>	None
	<u>Preventive care</u> / <u>screening</u> / <u>immunization</u>	No charge; <u>deductible</u> does not apply	20% <u>coinsurance</u>	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have a test	Diagnostic test (x-ray, blood work)	20% coinsurance	40% coinsurance	None
	Imaging (CT/PET scans, MRIs)	\$150 copay /procedure	40% coinsurance	Cost sharing may vary for certain imaging services. Out-of-Network Preauthorization required. Penalty \$500 if approval not received before services obtained.
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.harvardpilgrim.org/2018Value5T .	Generic drugs	30-Day Retail Tier 1: \$5 copay /prescription; deductible does not apply 90-Day Mail Tier 1: \$10 copay /prescription; deductible does not apply 30-Day Retail Tier 2: \$25 copay /prescription; deductible does not apply 90-Day Mail Tier 2: \$50 copay /prescription; deductible does not apply		Value formulary - covers a limited list; not all drugs are covered.
	Preferred brand drugs	30-Day Retail Tier 3: \$50 copay /prescription; deductible does not apply 90-Day Mail Tier 3: \$100 copay /prescription; deductible does not apply		Some generic drugs are in this tier.
	Non-preferred brand drugs	30-Day Retail Tier 4: \$70 copay /prescription; deductible does not apply 90-Day Mail Tier 4: \$210 copay /prescription; deductible does not apply		Same as above.
	Specialty drugs	30-Day Retail Tier 4: \$70 copay /prescription; deductible does not apply 90-Day Mail Tier 4: \$210 copay /prescription; deductible does not apply 30-Day Retail Tier 5: 20% coinsurance up to \$250; deductible does not apply 90-Day Mail Tier 5: 20% coinsurance up to \$750; deductible does not apply		Some drugs must be obtained through a Specialty Pharmacy.

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance	Out-of-Network Preauthorization required. Penalty \$500 if approval not received before services obtained.
	Physician/surgeon fees	20% coinsurance	40% coinsurance	
If you need immediate medical attention	Emergency room care	\$150 copay /visit	Same As Participating Provider	None
	Emergency medical transportation	20% coinsurance	Same As Participating Provider	None
	Urgent care	Convenience care clinic: \$25 copay /visit; deductible does not apply Urgent care clinic (including hospital urgent care clinic): \$40 copay /visit; deductible does not apply	Convenience care clinic: 20% coinsurance Urgent care clinic (including hospital urgent care clinic): 20% coinsurance	None
If you have a hospital stay	Facility fee (e.g., hospital room)	20% coinsurance	40% coinsurance	Out-of-Network Preauthorization required. Penalty \$500 if approval not received before services obtained.
	Physician/surgeon fee	20% coinsurance	40% coinsurance	
If you have mental health, behavioral health, or substance abuse needs	Outpatient services	Level 1: \$25 copay /visit; deductible does not apply	20% coinsurance	Out-of-Network Preauthorization required. Penalty \$500 if approval not received before services obtained.
	Inpatient services	20% coinsurance	40% coinsurance	

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you are pregnant	Office visits	Level 1: \$25 <u>copay</u> /visit; <u>deductible</u> does not apply	20% <u>coinsurance</u>	Cost sharing does not apply for preventive services. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	
	Childbirth/delivery facility services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	
If you need help recovering or have other special health needs	<u>Home health care</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	<u>Rehabilitation services</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	Occupational therapy – 20 visits /Plan Year Physical therapy – 20 visits /Plan Year <u>Out-of-Network Preauthorization</u> required. Penalty \$500 if approval not received before services obtained.
	<u>Habilitation services</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	
	<u>Skilled nursing care</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	100 days/Plan Year
	<u>Durable medical equipment</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	Wigs – \$350/Plan Year <u>Out-of-Network Preauthorization</u> required. Penalty \$500 if approval not received before services obtained.
	<u>Hospice services</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	For inpatient services, see “If you have a hospital stay”.

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If your child needs dental or eye care	Children’s eye exam	Level 1: \$25 <u>copay</u> /visit; <u>deductible</u> does not apply	20% <u>coinsurance</u>	1 exam/Plan Year
	Children’s glasses	Not covered	Not covered	None
	Children’s dental check-up – Up to age of 13	Level 1: \$25 <u>copay</u> /visit; <u>deductible</u> does not apply	20% <u>coinsurance</u>	2 exams/Plan Year
Excluded Services & Other Covered Services:				
Services Your <u>Plan</u> Does NOT Cover (This isn’t a complete list. Check your policy or <u>plan</u> document for other <u>excluded services</u>.)				
<ul style="list-style-type: none"> Long-Term (Custodial) Care 		<ul style="list-style-type: none"> Most Cosmetic Surgery Most Dental Care (Adult) 		<ul style="list-style-type: none"> Private-duty nursing Routine foot care Services that are not Medically Necessary Weight Loss Programs
Other Covered Services (This isn’t a complete list. Check your policy or <u>plan</u> document for other covered services and your costs for these services.)				
<ul style="list-style-type: none"> Acupuncture - 20 visits/Plan Year Bariatric surgery 		<ul style="list-style-type: none"> Chiropractic Care - 20 visits/Plan Year Hearing Aids - \$2,000/aid every 36 months, for each impaired ear 		<ul style="list-style-type: none"> Infertility Treatment Non-emergency care when traveling outside the U.S. Routine eye care (Adult) – 1 exam/Plan Year

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

Your Rights to Continue Coverage:

There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance [Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights:

There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact:

HPHC Member Appeals-Member
Services Department
Harvard Pilgrim Health Care, Inc.
1600 Crown Colony Drive
Quincy, MA 02169
Telephone: 1-888-333-4742
Fax: 1-617-509-3085

Department of Labor's Employee
Benefits Security Administration
1-866-444-3272
www.dol.gov/ebsa/healthreform

Health Care for All
30 Winter Street, Suite 1004
Boston, MA 02108
1-800-272-4232
<http://www.hcfama.org/helpline>

Massachusetts Division of
Insurance
1000 Washington Street, Suite 810
Boston, MA 02118-6200
1-617-521-7794

Does this plan provide Minimum Essential Coverage? Yes

If you don't have [Minimum Essential Coverage](#) for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this Coverage Meet the Minimum Value Standard? Yes

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium](#) tax credit to help you pay for a [plan](#) through the [Marketplace](#).

Language Access Services:

Para obtener asistencia en Español, llame al 1-888-333-4742.

如果需要中文的帮助, 请拨打这个号码 1-888-333-4742.

De assistência em Português, por favor ligue 1-888-333-4742.

————— To see examples of how this plan might cover costs for a sample medical situation, see the next page. —————

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this [plan](#) might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your **providers** charge, and many other factors. Focus on the [cost sharing](#) amounts ([deductible](#), [copayment](#) and [coinsurance](#)) and [excluded services](#) under the [plan](#). Use this information to compare the portion of costs you might pay under different health [plans](#). Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)		Managing Joe's type 2 Diabetes (a year of routine in-network care of a well-controlled condition)		Mia's Simple Fracture (in-network emergency room visit and follow up care)	
■ The plan's overall deductible	\$2,000	■ The plan's overall deductible	\$2,000	■ The plan's overall deductible	\$2,000
■ Specialist copayment	\$40	■ Specialist copayment	\$40	■ Specialist copayment	\$40
■ Hospital (facility) coinsurance	20%	■ Hospital (facility) coinsurance	20%	■ Hospital (facility) coinsurance	20%
■ Other coinsurance	20%	■ Other coinsurance	20%	■ Other coinsurance	20%
This EXAMPLE event includes services like: Specialist office visits (<i>prenatal care</i>) Childbirth/Delivery Professional Services Childbirth/Delivery Facility Services Diagnostic tests (<i>ultrasounds and blood work</i>) Specialist visit (<i>anesthesia</i>)		This EXAMPLE event includes services like: Primary care physician office visits (<i>including disease education</i>) Diagnostic tests (<i>blood work</i>) Prescription drugs Durable medical equipment (<i>glucose meter</i>)		This EXAMPLE event includes services like: Emergency room care (<i>including medical supplies</i>) Diagnostic test (<i>x-ray</i>) Durable medical equipment (<i>crutches</i>) Rehabilitation services (<i>physical therapy</i>)	
Total Example Cost	\$12,731	Total Example Cost	\$7,389	Total Example Cost	\$1,925
In this example, Peg would pay:		In this example, Joe would pay:		In this example, Mia would pay:	
<i>Cost Sharing</i>		<i>Cost Sharing</i>		<i>Cost Sharing</i>	
Deductibles	\$2,000	Deductibles	\$130	Deductibles	\$1,740
Copayments	\$50	Copayments	\$2,270	Copayments	\$80
Coinsurance	\$2,070	Coinsurance	\$0	Coinsurance	\$0
<i>What isn't covered</i>		<i>What isn't covered</i>		<i>What isn't covered</i>	
Limits or exclusions	\$0	Limits or exclusions	\$30	Limits or exclusions	\$0
The total Peg would pay is	\$4,120	The total Joe would pay is	\$2,430	The total Mia would pay is	\$1,820

The [plan](#) would be responsible for the other costs of these EXAMPLE covered services.

Language Assistance Services

Español (Spanish) ATENCIÓN: Si usted habla español, servicios de asistencia lingüística, de forma gratuita, están a su disposición. Llame al 1-888-333-4742 (TTY: 711).

Português (Portuguese) ATENÇÃO: Se você fala português, encontram-se disponíveis serviços linguísticos gratuitos. Ligue para 1-888-333-4742 (TTY: 711).

Kreyòl Ayisyen (French Creole) ATANSYON: Si nou palé Kreyòl Ayisyen, gen asistans pou sèvis ki disponib nan lang nou pou gratis. Rele 1-888-333-4742 (TTY: 711).

繁體中文 (Traditional Chinese) 注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-888-333-4742 (TTY: 711)。

Tiếng Việt (Vietnamese) CHÚ Ý: Nếu quý vị nói Tiếng Việt, dịch vụ thông dịch của chúng tôi sẵn sàng phục vụ quý vị miễn phí. Gọi số 1-888-333-4742 (TTY: 711).

Русский (Russian) ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-888-333-4742 (телетайп: 711).

العربية (Arabic)

انتباه: إذا أنت تتكلم اللغة العربية، خدمات المساعدة اللغوية متوفرة لك مجاناً. إتصل على 1 888-333-4742

(TTY: 711)

ខ្មែរ (Cambodian) ប្រសិនបើលោកអ្នកនិយាយភាសាខ្មែរ យើងមានសេវាកម្មបកប្រែ ជូនលោកអ្នកដោយឥតគិតថ្លៃ។ ចូរ ទូរស័ព្ទ 1-888-333-4742 (TTY: 711)។

Français (French) ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-888-333-4742 (ATS: 711).

Italiano (Italian) ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-888-333-4742 (TTY: 711).

(Continued)

한국어 (Korean) '알림': 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-888-333-4742 (TTY: 711) 번으로 전화해 주십시오.

ελληνικά (Greek) ΠΡΟΣΟΧΗ: Αν μιλάτε ελληνικά, υπάρχουν στη διάθεσή σας δωρεάν υπηρεσίες γλωσσικής υποστήριξης. Καλέστε 1-888-333-4742 (TTY: 711).

Polski (Polish) UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-888-333-4742 (TTY: 711).

हिंदी (Hindi) ध्यान दीजिए: अगर आप हिंदी बोलते हैं तो आपके लिये भाषाकी सहायता मुफ्त में उपलब्ध है. जानकारी के लिये फोन करे. 1-888-333-4742 (TTY: 711)

ગુજરાતી (Gujarati) ધ્યાન આપો : જો તમે ગુજરાતી બોલતા હો તો આપને માટે ભાષાકીય સહાય તદ્દન મફત ઉપલબ્ધ છે. વિશેષ માહિતી માટે ફોન કરો. 1-888-333-4742 (TTY: 711)

ພາສາລາວ (Lao) ໂປດຊາບ: ຖ້າວ່າ ທ່ານເວົ້າພາສາ ລາວ, ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ເສັຽຄ່າ, ຈະມີພ້ອມໃຫ້ທ່ານ. ໂທ 1-888-333-4742 (TTY: 711).

ATTENTION: If you speak a language other than English, language assistance services, free of charge, are available to you. Call 1-888-333-4742 (TTY: 711).



Harvard Pilgrim Health Care includes Harvard Pilgrim Health Care, Harvard Pilgrim Health Care of Connecticut, Harvard Pilgrim Health Care of New England and HPHC Insurance Company.

(Continued)

General Notice About Nondiscrimination and Accessibility Requirements

Harvard Pilgrim Health Care and its affiliates as noted below ("HPHC") comply with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. HPHC does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

HPHC:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters and written information in other formats (large print, audio, other formats)
- Provides free language services to people whose primary language is not English, such as qualified interpreters.

If you need these services, contact our Civil Rights Compliance Officer.

If you believe that HPHC has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance with: Civil Rights Compliance Officer, 93 Worcester St, Wellesley, MA 02481, (866) 750-2074, TTY service: 711, Fax: (617) 509-3085, Email: civil_rights@harvardpilgrim.org. You can file a grievance in person or by mail, fax or email. If you need help filing a grievance, the Civil Rights Compliance Officer is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
(800) 368-1019, (800) 537-7697 (TTY)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.



Harvard Pilgrim Health Care includes Harvard Pilgrim Health Care, Harvard Pilgrim Health Care of Connecticut, Harvard Pilgrim Health Care of New England and HPHC Insurance Company.

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Exhibit C: The Dental Insurance benefit for eligible employees and their dependents is described in detail in the Summary of Benefits and Coverage (SBC) prepared by the insurance carrier.

Delta Dental PPO *Plus Premier* Voluntary Enhanced Plan

The Delta Dental PPO *Plus Premier* Enhanced Plan is primarily an employee-paid dental plan that will enable you and your family to enjoy the benefits of quality, affordable dental care from dentists in Massachusetts and across the country.

The approximate level of coverage for services performed by dentists who participate in the Delta Dental PPO or Delta Dental Premier networks is shown below. Any limitations that may exist for each service are also indicated. The limitations reflect the availability of coverage only. It is up to you and your dentist to determine the need and frequency of dental procedures. Please see the backside of this document for information about how to use your plan.

Deductible: \$50 per individual / \$150 per family. Deductible waived for Diagnostic and Preventive categories. Calendar Year Maximum: \$1,000 per person.		Co-insurance Coverage			
Category / Procedure	Qualifications	In-Network	Out-Of-Network		
Diagnostic					
Comprehensive Evaluation	Once every 60 months per dentist.	100%	100%		
Periodic Oral Exam	Once every 6 months.				
Full Mouth X-rays	Once every 60 months.				
Bitewing X-rays	Once every 6 months.				
Single Tooth X-rays	As needed.				
Preventive					
Teeth Cleaning	Once every 6 months.	100%	100%		
Fluoride Treatments	Once every 6 months for members under age 19.				
Space Maintainers	Required due to the premature loss of teeth. For members under age 14 and not for the replacement of primary or permanent anterior teeth.				
Sealants	Unrestored permanent molars, every 4 years per tooth for members through age 15. Sealants are also covered for members aged 16 up to age 19 for those who had a recent cavity and are at risk for decay.				
Chlorhexidine Mouthrinse	This is a covered benefit only when administered and dispensed in the dentist's office following scaling and root planing.				
Fluoride Toothpaste	This is a covered benefit only when administered and dispensed in the dentist's office following periodontal surgery.				
Periodontal Cleaning	Once every 3 months following active periodontal treatment. Not to be combined with preventive cleanings.				
Restorative					
Silver Fillings	Once every 24 months per surface per tooth.			50%	50%
White Fillings (Front Teeth)	Once every 24 months per surface per tooth.				
White Fillings (Back Teeth)	Covered only for single surfaces. Once every 24 months per surface, per tooth, multi-surfaces will be processed as a silver filling and the patient is responsible up to the submitted charge.				
Temporary Fillings	Once per tooth.				
Stainless Steel Crowns	Once every 24 months per tooth.				
Oral Surgery					
Simple Extractions	Once per tooth.	50%	50%		
Surgical Extractions	Once per tooth.				
Periodontics					
Periodontal Scaling and Root Planing	Once in 24 months, per quadrant.	50%	50%		
Endodontics					
Root Canal Treatment	Once per tooth.	50%	50%		
Vital Pulpotomy	Limited to baby teeth.				
Prosthetic Maintenance					
Bridge or Denture Repair	Once within 12 months, same repair.	50%	50%		
Rebase or Reline of Dentures	Once within 36 months.				
Recement of Crowns & Onlays	Once per tooth.				
Emergency Dental Care					
Minor treatment for Pain Relief	Three occurrences in 12 months.	50%	50%		
General Anesthesia	Allowed with covered surgical services only.				
Prosthodontics					
Dentures	Once within 60 months.	50%	50%		
Fixed Bridges and Crowns	When part of a bridge. Once within 60 months.				
Implants	An Endosteal Implant is covered to replace one missing tooth (in lieu of a three unit bridge, and when all adjacent teeth do not require crowns.) Once per 60 months per Implant.				
Major Restorative					
Crowns	When teeth cannot be restored with regular fillings. Once within 60 months per tooth.	50%	50%		
Dependent Eligibility: Dependents are eligible to age 26.					
Rollover Max: This plan is eligible for <i>Rollover Max</i> . Visit www.deltadentalma.com/pdf/07/rollovermax.pdf for rules and details.					

Choosing a Dentist

As a **Delta Dental PPO *Plus Premier* Voluntary Enhanced Plan** member, you benefit from having access to two of Delta Dental's extensive national networks — **Delta Dental PPO**, with more than 268,000 participating dentist locations and **Delta Dental Premier**, the largest dental network in the country with more than 341,000 dentist locations. You will enjoy great benefits when you receive your dental care from a participating dentist in either of these networks.

- You will enjoy the greatest out-of-pocket savings when visiting **Delta Dental PPO** network dentists.
- You will receive good value from **Delta Dental Premier** network dentists who generally accept discounted fees, but will be subject to the out-of-network co-insurance level shown above.
- Both networks offer discounted fees and a no balance-billing policy

If you choose to receive services from a non-participating dentist, you will have higher out-of-pocket costs as the Delta Dental contract rates and no balance-billing policy **do not apply**.

Visit www.deltadentalma.com to find a participating dentist in your area.

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Exhibit D: The Vision Insurance benefit for eligible employees and their dependents is described in detail in the Summary of Benefits and Coverage (SBC) prepared by the insurance carrier.



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Additional discounts

40% OFF

Complete pair of prescription eyeglasses

20% OFF

Non-prescription sunglasses

20% OFF

Remaining balance beyond plan coverage

These discounts are not insured benefits and are for in-network providers only.

Take a sneak peek before enrolling

- You're on the **Insight Network**

- For a complete list of in-network providers near you, use our Enhanced Provider Locator on eyemed.com or call 1-866-804-0982

- For LASIK providers, call 1-877-5LASER6

SUMMARY OF BENEFITS

Vision Care Services	In-Network Member Cost	Out of Network Reimbursement
Exam With Dilation as Necessary	\$10 Copay	Up to \$50
Retinal Imaging	Up to \$39	N/A
Frames	\$0 Copay; \$130 allowance, 20% off balance over \$130	Up to \$104
Standard Plastic Lenses		
Single Vision	\$25 Copay	Up to \$42
Bifocal	\$25 Copay	Up to \$78
Trifocal	\$25 Copay	Up to \$130
Lenticular	\$25 Copay	Up to \$130
Standard Progressive Lens	\$75 Copay	Up to \$140
Premium Progressive Lens ^a	\$95 Copay - \$120 Copay	Up to \$140
Tier 1	\$95 Copay	Up to \$140
Tier 2	\$105 Copay	Up to \$140
Tier 3	\$120 Copay	Up to \$140
Tier 4	\$75 Copay, 20% off retail less \$120 Allowance	Up to \$140
Lens Options (paid by the member and added to the base price of the lens)		
UV Treatment	\$15	N/A
Tint (Solid and Gradient)	\$15	N/A
Standard Plastic Scratch Coating	\$15	N/A
Standard Polycarbonate - age 26 and over	\$40	N/A
Standard Polycarbonate - under age 26	\$0	Up to \$32
Standard Anti-Reflective Coating	\$45	N/A
Premium Anti-Reflective Coating ^a	\$57 - \$68	N/A
Tier 1	\$57	N/A
Tier 2	\$68	N/A
Tier 3	20% off Retail Price	N/A
Photochromic/Transitions	\$75	N/A
Polarized	20% off retail price	N/A
Other Add-Ons and Services	20% off retail price	N/A
Contact Lens Fit and Follow-up (Contact lens fit and two follow-up visits are available once a comprehensive eye exam has been completed.)		
Standard Contact Lens Fit & Follow-Up:	\$40	N/A
Premium Contact Lens Fit & Follow-Up:	10% off retail price	N/A
Contact Lenses (Contact Lens allowance includes materials only)		
Conventional	\$0 copay, \$130 allowance, 15% off balance over \$130	Up to \$130
Disposable	\$0 copay, \$130 allowance, plus balance over \$130	Up to \$130
Medically Necessary	\$0 copay, Paid-In-Full	Up to \$210
Laser Vision Correction		
LASIK or PRK from U.S. Laser Network	15% off the retail price or 5% off the promotional price	N/A
Hearing Care		
Hearing Health Care from Amplifon Hearing Network	40% off hearing exams and low price guarantee on discounted hearing aids	
Frequency		
Examination	Once every 12 months	
Lenses or Contact Lenses	Once every 12 months	
Frame	Once every 24 months	

QL-0000016608

^a Premium progressives and premium anti-reflective designations are subject to annual review by EyeMed's Medical Director and are subject to change based on market conditions. Fixed pricing is reflective of brands at the listed product level. All providers are not required to carry all brands at all levels. Benefits are not provided from services or materials arising from: 1) Orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses; 2) Medical and/or surgical treatment of the eye, eyes or supporting structures; 3) Any eye or Vision Examination, or any corrective eyewear required by a Policyholder as a condition of employment; Safety eyewear; 4) Services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; 5) Plano (non-prescription) lenses; 6) Non-prescription sunglasses; 7) Two pair of glasses in lieu of bifocals; 8) Services or materials provided by any other group benefit plan providing vision care 9) Services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order. 10) Lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next Benefit Frequency when Vision Materials would next become available. Benefits may not be combined with any discount, promotional offering, or other group benefit plans. Standard/Premium Progressive lens not covered-fund as a Bifocal lens. Standard Progressive lens covered-fund Premium Progressive as a Standard. Benefit allowance provides no remaining balance for future use within the same benefit year. Fees charged for a non-insured benefit must be paid in full to the Provider. Such fees or materials are not covered.

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MOBILIZE YOUR BENEFITS

The EyeMed Members App makes your benefits easy to understand—and even easier to use. Find an eye doctor near you, schedule an appointment and manage your vision benefits.

on eye exams and glasses for EyeMed members*

Learn more about enrolling in EyeMed vision benefits at enroll.eyemed.com and see more of the good stuff

*Based on a sample transaction on the Insight network with a covered exam and eyewear benefits



clover food lab

Exhibit E: The Life and AD&D Insurance and Disability Insurance benefit for eligible employees is described in detail in the Summary of Benefits and Coverage (SBC) prepared by the insurance carrier.



Group Basic Life and Accidental Death and Dismemberment Insurance

Group Basic Life insurance from Standard Insurance Company helps provide financial protection by promising to pay a benefit in the event of an eligible member's covered death. Basic Accidental Death and Dismemberment (AD&D) insurance may provide an additional amount in the event of a covered death or dismemberment as a result of an accident.

The cost of this insurance is paid by Clover Fast Food, Inc.

Eligibility

Definition of a Member	You are a member if you are an active employee of Clover Fast Food, Inc. and regularly working at least 40 hours each week. You are not a member if you are a temporary or seasonal employee, a full-time member of the armed forces, a leased employee or an independent contractor.
Class Definition	Class 2 - All other Members, other than Chief Executive Officers and Chief Operating Officers
Eligibility Waiting Period	You are eligible on the first day that follows 90 consecutive days as a member.

Benefits

Basic Life Coverage Amount	1 times your annual earnings to a maximum of \$100,000.
Basic AD&D Coverage Amount	For a covered accidental loss of life, your Basic AD&D coverage amount is equal to your Basic Life coverage amount. For other covered losses, a percentage of this benefit will be payable.
Life Age Reductions	Basic Life and AD&D insurance coverage amount reduces to 65 percent at age 70 and to 50 percent at age 75.

Other Basic Life Features and Services

- Accelerated Benefit
- Life Services Toolkit
- Portability of Insurance Provision
- Right to Convert Provision
- Standard Secure Access account payment option
- Travel Assistance
- Waiver of Premium

Other Basic AD&D Features

- Air Bag Benefit
- Family Benefits Package
- Seat Belt Benefit

This information is only a brief description of the group Basic Life/AD&D insurance policy sponsored by Clover Fast Food, Inc. The controlling provisions will be in the group policy issued by The Standard. The group policy contains a detailed description of the limitations, reductions in benefits, exclusions and when The Standard and Clover Fast Food, Inc. may increase the cost of coverage, amend or cancel the policy. A group certificate of insurance that describes the terms and conditions of the group policy is available for those who become insured according to its terms. For more complete details of coverage, contact your human resources representative.

Standard Insurance Company
1100 SW Sixth Avenue
Portland OR 97204

www.standard.com

SI 13279-D-MA-165173-C2 (11/18)

5858023-288661



Group Short Term Disability Insurance

Group Short Term Disability insurance from Standard Insurance Company helps provide financial protection for insured members by promising to pay a weekly benefit in the event of a covered disability.

The cost of this insurance is paid by Clover Fast Food, Inc.

Eligibility

Definition of a Member	You are a member if you are a regular employee of Clover Fast Food, Inc., actively working at least 40 hours per week, and a citizen or resident of the United States or Canada. You are not a member if you are a temporary or seasonal employee, a full-time member of the armed forces, a leased employee or an independent contractor.
Class Definition	Class 2 - All other Members, other than Chief Executive Officers and Chief Operating Officers
Eligibility Waiting Period	You are eligible on the first day that follows 90 consecutive days as a member.

Benefits

Weekly Benefit	60 percent of the first \$1,667 of weekly predisability earnings as of the date of disability, reduced by deductible income (e.g., work earnings, workers' compensation, state disability, etc.)
Maximum Weekly Benefit	\$1,000
Minimum Weekly Benefit	\$25
Benefit Waiting Period	Your weekly benefit becomes payable after you have been continuously disabled for 14 days for disability caused by accidental injury and after 14 days for disability caused by physical disease, pregnancy or mental disorder.

Definition of Disability

For the benefit waiting period and while the Short Term Disability benefits are payable, you are considered disabled if you:

- Are unable – as a result of physical disease, injury, pregnancy or mental disorder – to perform with reasonable continuity the material duties of your own occupation, and
- Suffer a loss of at least 20 percent of your predisability earnings when working in your own occupation

You are not considered disabled merely because your right to perform your own occupation is restricted, including a restriction or loss of license.

You will no longer be considered disabled when your earnings from any occupation meet or exceed 80 percent of your predisability earnings.

Maximum Benefit Period

90 days

Other Features and Services

- Reasonable Accommodation Expense Benefit
- Return to Work Incentive
- Temporary Recovery Provision

This information is only a brief description of the group Short Term Disability insurance policy sponsored by Clover Fast Food, Inc. The controlling provisions will be in the group policy issued by The Standard. The group policy contains a detailed description of the limitations, reduction in benefits, exclusions and when The Standard and Clover Fast Food, Inc. may increase the cost of coverage, amend or cancel the policy. A group certificate of insurance that describes the terms and conditions of the group policy is available for those who become insured according to its terms. For more complete details of coverage, contact your human resources representative.

Standard Insurance Company
1100 SW Sixth Avenue
Portland OR 97204

www.standard.com

SI 13275-D-MA-165173-C2 (11/18)

5858023-288700



Group Long Term Disability Insurance

Group Long Term Disability insurance from Standard Insurance Company helps provide financial protection for insured members by promising to pay a monthly benefit in the event of a covered disability.

The cost of this insurance is paid by Clover Fast Food, Inc.

Eligibility

Definition of a Member	You are a member if you are a regular employee of Clover Fast Food, Inc., actively working at least 40 hours per week, and a citizen or resident of the United States or Canada. You are not a member if you are a temporary or seasonal employee, a full-time member of the armed forces, a leased employee or an independent contractor.
Class Definition	Class 2 - All other Members, other than Chief Executive Officers and Chief Operating Officers
Eligibility Waiting Period	You are eligible on the first day that follows 90 consecutive days as a member.

Benefits

Monthly Benefit	60 percent of the following amounts of monthly predisability earnings, reduced by deductible income (e.g., work earnings, workers' compensation, state disability, etc.) Effective January 1, 2019, the first \$15,833 Effective January 1, 2020, the first \$16,625 Effective January 1, 2021, the first \$17,456 Effective January 1, 2022, the first \$18,329 Effective January 1, 2023, the first \$19,245 Effective January 1, 2024, the first \$20,207
Maximum Monthly Benefit	Effective January 1, 2019, \$9,500 Effective January 1, 2020, \$9,975 Effective January 1, 2021, \$10,474 Effective January 1, 2022, \$10,997 Effective January 1, 2023, \$11,547 Effective January 1, 2024, \$12,125
Minimum Monthly Benefit	\$100 or 10 percent of the Long Term Disability benefit before reduction by deductible income, whichever is greater

Benefit Waiting Period	90 days																		
Definition of Disability	<p>For the benefit waiting period and the first 24 months that Long Term Disability benefits are payable, you will be considered disabled if, as a result of physical disease, injury, pregnancy or mental disorder:</p> <ul style="list-style-type: none">• You are unable to perform with reasonable continuity the material duties of your own occupation, and• You suffer a loss of at least 20 percent of your predisability earnings when working in your own occupation. <p>You are not considered disabled merely because your right to perform your own occupation is restricted, including a restriction or loss of license.</p> <p>After the own occupation period of disability, you will be considered disabled if, as a result of a physical disease, injury, pregnancy or mental disorder, you are unable to perform with reasonable continuity the material duties of any occupation.</p>																		
Maximum Benefit Period	<p>If you become disabled before age 62, Long Term Disability benefits may continue during disability until age 65 or to the Social Security Normal Retirement Age (SSNRA) or 3 years 6 months, whichever is longest. If you become disabled at age 62 or older, the benefit duration is determined by the age when disability begins:</p> <table><thead><tr><th>Age</th><th>Maximum Benefit Period</th></tr></thead><tbody><tr><td>62</td><td>To SSNRA, or 3 years 6 months, whichever is longer</td></tr><tr><td>63</td><td>To SSNRA, or 3 years, whichever is longer</td></tr><tr><td>64</td><td>To SSNRA, or 2 years 6 months, whichever is longer</td></tr><tr><td>65</td><td>2 years</td></tr><tr><td>66</td><td>1 year 9 months</td></tr><tr><td>67</td><td>1 year 6 months</td></tr><tr><td>68</td><td>1 year 3 months</td></tr><tr><td>69+</td><td>1 year</td></tr></tbody></table>	Age	Maximum Benefit Period	62	To SSNRA, or 3 years 6 months, whichever is longer	63	To SSNRA, or 3 years, whichever is longer	64	To SSNRA, or 2 years 6 months, whichever is longer	65	2 years	66	1 year 9 months	67	1 year 6 months	68	1 year 3 months	69+	1 year
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65	2 years																		
66	1 year 9 months																		
67	1 year 6 months																		
68	1 year 3 months																		
69+	1 year																		

Other Features and Services

- 24 hour coverage, including coverage for work-related disabilities
- Employee Assistance Program
- Family Care Expense Adjustment
- Reasonable Accommodation Expense Benefit
- Rehabilitation Incentive Benefit
- Rehabilitation Plan Provision
- Return to Work Incentive
- Survivors Benefit
- Temporary Recovery Provision
- Waiver of Premium while Long Term Disability benefits are payable

This information is only a brief description of the group Long Term Disability insurance policy sponsored by Clover Fast Food, Inc. The controlling provisions will be in the group policy issued by The Standard. The group policy contains a detailed description of the limitations, reduction in benefits, exclusions and when The Standard and Clover Fast Food, Inc. may increase the cost of coverage, amend or cancel the policy. A group certificate of insurance that describes the terms and conditions of the group policy is available for those who become insured according to its terms. For more complete details of coverage, contact your human resources representative.

Standard Insurance Company
1100 SW Sixth Avenue
Portland OR 97204

www.standard.com

SI 13271-D-MA-165173-C2 (11/18)

Exhibit F: Uniform Policy Basics

clover Uniform Basics

Hair

- Restrained
- Use a hairnet when needed (in KIT)

Face

- Use beard net (if more than 1/4 inch long)
- No facial piercings, extreme jewelry or makeup

Hands

- Clean
- Free of rings and bracelets

Attitude

- Positive
- Ready to have fun, work hard as part of the team and make friends



Hat

- Clean Clover Hat
- Worn bill forward

Shirt

- Clean
- Clover t-shirt

Apron

- Clean
- It's blue to symbolize that we are always learning
- Half-Aprons for Clover Guides

Jeans

- Clean
- Dark blue denim

Shoes: Slip resistant kitchen shoes
(Look at www.shoesforcrews.com)
For some great low cost options!

Apron Protocol

DO:

- Start your shift with a clean apron
- Fold your apron into itself so that the food facing portion is protected

DON'T:

- Wipe your hands on your apron or use as a rag
- Leave on the counter

Uniform Specs

- Uniforms will be supplied to relevant staff and will remain the property of Clover
- Full responsibility for maintenance and cleanliness will remain the employee's responsibility
- If you need a replacement uniform for any reason (e.g. damage), you will be required to turn in your old uniform to Clover.
- All clothing worn by employees at work should be clean and free of stains and wrinkles.
- Aprons should only be worn in food prep areas at all times.
- Clean and dark blue denim jeans
 - Full length
 - No-shorts or cropped pants
 - No holes