

Employment at the Company

This Manual is NOT a contract of employment. Employees of the Company are employees at will. There is no promise of any kind by the Company contained in this Manual. The Company is free to change wages, policies, procedures and all other working conditions without notice and without employee consent.

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This Manual contains a brief description of Company policies and other important job-related information. It is designed to answer many of the questions that may arise during your employment with American Dream Restaurants LLC (referred to in this Manual as "the Company").

Whether you are a new employee or have been with the Company for some time, please take the time to read this Manual thoroughly. This Manual describes your employment relationship and some of the Company's operating procedures. It supersedes all prior policies and procedures manuals as well as any inconsistent verbal or written policy statements made or issued before this Manual. If you think you have been told something that is inconsistent with this Manual, you should immediately discuss this with your supervisor or another member of management so that any possible discrepancy or misunderstanding can be resolved.

We continually review our personnel policies, operating procedures and employee benefits and may in our sole discretion modify, supplement, amend, interpret or delete any of the provisions in this Manual. This Manual does not represent all the policies of the Company but is designed to give guidance regarding essential personnel policies and operating procedures. It is your responsibility to keep abreast of any changes to this Manual.

The Company complies with applicable laws. Nothing in this Manual or in any other document or policy is intended to violate any local, state or federal law or intended to limit any concerted activities by employees relating to their wages, hours or working conditions, or any other conduct protected by Section 7 of the National Labor Relations Act. This Manual does not prohibit an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission ("EEOC"), National Labor Relations Board ("NLRB"), Securities and Exchange Commission ("SEC") or any other federal, state or local agency charged with the enforcement of any laws.

We are interested in your ideas and suggestions regarding this Manual; please discuss these with your supervisor.

Unless otherwise specified, all policies will be effective upon their date of publication.

#002

Management Personnel

In most cases, your supervisor is the person who will have the most knowledge about your job duties and employment. Thus, we urge you to communicate with your immediate supervisor whenever possible. However, if you have tried that route unsuccessfully or you feel uncomfortable talking to your supervisor for any reason, you can contact the President of the company. It would be appreciated if you would put your questions, suggestions or complaints in writing but if time is of the essence, please call.

President
Jim@ADPhut.com

James Souza

603-293-8912

This Manual is **NOT** a contract of employment. Nothing in this Manual is intended to confer any rights or privileges upon you or to entitle you to be or remain employed by the Company.

Your employment with the Company is “at-will.” Employment-at-will allows employment with the Company to be at the sole and exclusive option of you and the Company. No binding promises or guarantees of permanent or specific-term employment can be made to any employee by anyone, except by way of a written contract signed by the President of the Company specifying a term of employment. No manager or supervisor has any authority to enter into a contract of employment express or implied that changes or alters the at-will employment relationship. You may terminate your employment with the Company at any time and for any reason. Likewise, the Company may terminate your employment, with or without cause, at any time and for any reason.

The terms of your employment, documents you have received, handouts, handbooks and manuals are not contracts of employment. Nothing is intended to confer any rights or privileges upon you or to entitle you to be or remain employed by the Company. Any policy, procedure or benefit outlined in any documents, handouts, handbooks or manuals may be modified at any time, for any reason, with or without advance notice.

The Company maintains a “Hotline” telephone line so that any employee may report any situation that he or she believes is illegal, unethical or in violation of Company policy, including an incident of sexual or other forms of harassment, discrimination, retaliation, workplace violence, working off the clock, a minor working more hours than allowed by law or other serious issue that you have been unable to resolve with your supervisor. Of course, if you are not comfortable raising your concern with your supervisor, you may reach out to the Hotline without speaking with your supervisor. Calls to this number are answered by a senior officer in the Company.

We ask that other issues be addressed under our Open-Door policy (see Policy #220) because we believe the best solution to many problems is discussion with your supervisor or manager.

Information received through the Hotline will be handled promptly and professionally. We will investigate concerns, which may include interviewing other employees about the incident. If we determine that a violation has occurred, remedial action will be taken, commensurate with the severity of the offense. Appropriate action will also be taken to deter future misconduct.

This hotline number is answered by the President of the Company

The Hotline number is 1-603-293-8912

We are an Equal Opportunity Employer. We are committed to providing equal opportunity to all employees, interns and applicants for employment, without regard to race, sex, gender, age, national origin, color, religion, disability, military service, veteran status, sexual orientation, genetic information or any other basis protected by applicable federal, state or local law. All Company policies, practices and procedures including those covering recruitment, hiring, assignment, conditions of employment, compensation, training, promotion, transfer and termination will comply with both the letter and the spirit of all applicable laws and regulations.

Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits unlawful discrimination by any employee, including supervisors and co-workers.

If you have any questions about this policy, please contact your supervisor. If you believe the policy has not been applied to you or a fellow worker, please contact your supervisor immediately or call the Hotline at 1-603-293-8912 (see Policy #040).

Federal law requires that employers only employ individuals who are authorized to work in the United States and who comply with applicable immigration and employment law. On your first day of employment, you are required to complete Form I-9 and provide documents that establish identity and employment eligibility. If you are unable to verify your right to work in the United States within 72 hours of employment, the Company will be required to terminate your employment unless you provide a receipt showing you have applied to replace a document that was lost, stolen or damaged. You must produce the document itself within 90 days of hire.

After you have been hired and as part of our new hire process, your social security number and name will be verified through the federal E-Verify or Social Security Number Verification System (SSNVS). This will ensure that we have entered your information correctly in our payroll system and that we provide accurate information on your W-2 Form at year-end. If your name and/or social security number cannot be verified, you will be notified and given a short period of time to resolve the matter or provide corrected information to us that can be verified. Failure to resolve discrepancies may lead to disciplinary action, up to and including termination.

The Company has a policy of zero tolerance regarding any form of unlawful discrimination. We are committed to providing a workplace free from unlawful discrimination. It is illegal and against Company policy for any employee to discriminate against another employee, intern, customer, vendor, applicant for a position or any other person involved in our operations. Such conduct will result in disciplinary action, up to and including termination.

This policy prohibits discrimination based on race, gender, sex, age, national origin, color, religion, disability, military service, veteran status, sexual orientation, genetic information or any other basis protected by applicable federal, state or local law. It also prohibits harassment and sexual harassment (see Policy #110).

This policy covers all aspects of the Company's business, including recruitment, hiring, assignment, conditions of employment, compensation, training, promotion, transfer and termination.

The Company encourages (but does not require) an employee who perceives particular actions or comments as discriminatory to ask the individual engaging in the conduct to stop it. However, if you feel discriminated against but are unwilling or unable to address the situation directly, or if such attempts have not resolved the situation, then the Company requires you to report such conduct to your manager, District Manager or the President of the Company (see Policy #025). If the complained of conduct involves your manager or District Manager, you must report the matter to President of the Company. You may also call the Hotline at 1-603-293-8912 (see Policy #040).

It is unlawful for the Company or any employee to retaliate against an individual for filing a complaint of discrimination or retaliation or for cooperating in any investigation of discrimination or retaliation. All complaints of discrimination and retaliation will be promptly, thoroughly and discreetly investigated by appropriate management personnel, although confidentiality cannot be guaranteed. Any employee accused of discrimination or retaliation will have an opportunity to answer the allegations at an appropriate time and in a meaningful manner. The Company requires that every such complaint be received and investigated as a serious matter, and therefore, it is very important for employees to refrain from making such complaints humorously, flippantly or in jest. If the Company determines that an employee knowingly filed a false complaint, disciplinary action will be taken, up to and including termination. The Company expects all employees to fully cooperate with any investigation conducted by the Company relating to this policy.

Every supervisor and manager is responsible for promptly reporting any complaint or suspected act of discrimination or retaliation to the President of the Company. Failure to promptly report such complaints or suspected acts is a violation of this policy.

If a determination is made that a violation occurred, the offending employee will be subject to disciplinary action, up to and including termination.

The Company is committed to providing a workplace free from illicit harassment and sexual harassment. It is illegal and against Company policy for any employee, male or female, to sexually harass another employee. As a result, the Company maintains a strict policy prohibiting sexual harassment and harassment against applicants and employees based on any legally-recognized basis, including, but not limited to: race, gender, sex, age, national origin, color, religion, disability, military service, veteran status, sexual orientation, genetic information or any other basis protected by applicable federal, state or local law. All such harassment is prohibited. Such conduct will result in disciplinary action, up to and including termination.

This policy applies to all persons involved in our operations and prohibits harassment by or against any employee, intern, customer, vendor, applicant for a position or any other person involved in our operations.

Sexual harassment includes unwanted sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of any individual's employment,
- Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or
- 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.

Note that conduct that has the effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment may be "sexual harassment," whether or not the person engaging in the conduct intends to create that effect.

By way of example, the following conduct can be sexual harassment:

- Threatening or insinuating that an employee's submission to or rejection of sexual advances will in any way influence any personnel decision regarding that employee's employment, evaluation, wages, advancement or assigned duties.
- Flirtation, joking, teasing or touching.
- Advances or propositions.
- Continual or repeated verbal abuse of a sexual nature.

- Graphic words used to describe an individual.
- Lewd, risqué or obscene language, actions or gestures.
- Ribald or gender-targeted jokes or cartoons.
- The display in the workplace of sexually suggestive objects or pictures.
- Intentional, wrongful touching.

The Company encourages (but does not require) an employee who perceives particular actions or comments as sexual harassment to ask the individual engaging in the conduct to stop it. However, if you feel harassed but are unwilling or unable to address the situation directly or if such attempts have not resolved the situation, then the Company requires you to report such conduct to your manager, District Manager or the President of the Company (see Policy #025). If the complained of conduct involves your manager or District Manager, you must report the matter to President of the Company. You may also call the Hotline at 1-603-293-8912 (see Policy #040).

It is unlawful for the Company or any employee to retaliate against an individual for filing a complaint of harassment or retaliation or for cooperating in any investigation of harassment or retaliation. All complaints of harassment and retaliation will be promptly, thoroughly and discreetly investigated by appropriate management personnel, although confidentiality cannot be guaranteed. The Company requires that every such complaint be received and investigated as a serious matter, and therefore, it is very important for employees to refrain from making such complaints humorously, flippantly or in jest. If the Company determines that an employee knowingly filed a false complaint, disciplinary action will be taken, up to and including termination. The Company expects that all employees fully cooperate with any investigation conducted by the Company into a complaint of proscribed harassment or retaliation.

Every supervisor and manager is responsible for promptly reporting any complaint or suspected act of harassment or retaliation to the President of the Company or the President of the Company. Failure to promptly report such complaints or suspected acts is a violation of this policy.

Any employee accused of harassment or retaliation will have an opportunity to answer the allegations at an appropriate time and in a meaningful manner. If a determination is made that a violation occurred, the offending employee will be subject to disciplinary action, up to and including termination.

Please see Policy #105 for more information.

Maine

Employees working in Maine who believe they have been harassed or discriminated against may also file a formal complaint with The Maine Human Rights Commission

(MHRC). The MHRC may be reached at 51 State House Station, Augusta, ME 04333-0051 or by telephone at (207) 624-6290 or fax at (207) 624-8729.

Vermont

Employees working in Vermont who believe they have been harassed or discriminated against may also file a formal complaint with either or both of the government agencies listed below.

- State of Vermont Attorney General's Office – Public Protection Division Civil Rights Unit.

109 State Street
Montpelier, VT 05609-1001
(888) 745-9195 (toll free VT)
(802) 828-3657
(802) 828-3665 (TTY)
(802) 828-2154 (Fax)
Website: <http://www.state.vt.us/atg/>

- The Equal Employment Opportunity Commission (EEOC).

John F. Kennedy Federal Building
475 Government Center
Boston, MA 02203
(800) 669-4000

Reasonable Accommodation Policy

The Company makes reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result. We will also consider requests for reasonable accommodations for medical conditions related to pregnancy, childbirth and lactation where supported by medical documentation and/or as required by applicable federal, state or local law.

Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The Company will evaluate information obtained from the employee, and possibly his or her health care provider or another appropriate health care provider and will work with the employee to identify possible accommodations, if any. Employees are required to cooperate with this process by providing all necessary documentation supporting the need for accommodation and being willing to consider alternative accommodations when applicable.

The Company will provide reasonable accommodation for employees' religious beliefs, observances, and practices when a need for such accommodation is identified, and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs, observances, or practices and the employee's job requirements, without causing undue hardship to the Company. The Company requests that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.

The Company provides other reasonable accommodations in accordance with applicable laws.

The Company allows the employment of more than one member of the same family. However, we do restrict the supervisory relationship of related employees to prevent conflicts of interest. You may not work in a position where your supervisor or another within the chain of command is a relative. Familial relationships where one individual may affect the compensation or other terms or conditions of employment of the other individual is also prohibited. The term "relative" means your immediate family including, but not limited to, parents, children, grandparents, grandchildren, spouse, domestic partner, brothers, sisters, nieces, nephews, aunts, uncles, in-laws and similar relationships. These relationships apply whether established by blood, marriage, legal action or living arrangements. The term "supervisor" means any person who provides work direction to one or more subordinates.

Any such relationship that develops must be reported by both employees to a member of management not involved in the relationship and must be resolved no later than 45 days after that relationship occurs. The employees involved may recommend to their supervisors which of them will transfer or terminate. The ranking supervisor will consider your recommendation, but retains the prerogative to decide the action to take.

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Management and Employee Relations

The Company prohibits relationships between supervisory personnel and any subordinate under his/her area of responsibility. "Relationships" include, but are not limited to, dating, sexual and/or living arrangements.

Your activities and conduct away from the Company must not compete or conflict with or compromise the interests of the Company or adversely affect your job performance and ability to fulfill all your responsibilities to the Company.

An actual or potential conflict of interest occurs when you are in a position to influence a decision that may result in a personal gain to you or a relative (anyone related by blood or marriage or whose relationship with you is similar to that of persons who are related by blood or marriage). In general, an actual or potential conflict of interest usually falls into one of the following categories:

- Outside employment or investment in a business owned by a vendor or competitor.
- Personal financial dealings with vendors or competitors.
- Acting as a director, officer, consultant, agent or employee of a supplier, customer, competitor or any entity that engages in business with the Company;
- Receiving from or giving to any supplier, customer or competitor gifts, gratuities, special allowances, discounts or other advantages not generally available to employees of the Company.

You should not accept any employment relationship with any organization that does business with, or competes with, the Company.

You should disclose to your District Manager any financial interest you or members of your immediate family have in any firm that does business with the Company or that competes with the Company. The Company may require divestiture of the interest if it considers the interest to be in conflict with its best interests.

You and your immediate family should not accept gifts or prizes, except those of nominal value (\$15.00 or less), or any special discounts or loans from any person or firm doing, or seeking to do, business with the Company. This includes lavish entertainment and free travel and lodging.

It is important to use good judgment and conduct your outside activities so that no one has any ground for even raising the suspicion that you have misused your position with the Company. If you are in doubt about whether an activity, interest or relationship could constitute a conflict of interest, you should immediately contact your District Manager for guidance. Failure to disclose the fact of a conflict or potential conflict may constitute grounds for disciplinary action.

District Managers must report potential or actual conflicts of interest to the President of the Company.

During your employment, you will have access to certain trade secrets, such as recipes, training manuals and other confidential information in which the Company has a proprietary interest and which is vital to its current and future operations. You are required to maintain the confidentiality of this information. This requirement continues beyond your employment with the Company.

Any violation of confidentiality could seriously damage the Company's reputation and competitive edge. You must not discuss Company business with anyone who does not work for us, and never discuss business transactions with anyone who does not have a direct "need to know." Even casual remarks can be misinterpreted and repeated, so you must use personal discipline to maintain confidentiality. If you hear, see or become aware of anyone else breaking this trust, please report it to your supervisor, the President of the Company.

"Confidential Information" refers to a piece of information, or a compilation of information, in any form (on paper, in an electronic file, or otherwise), related to the Company's business that the Company has not made public or authorized to be made public, and that is not generally known to the public through proper means. By way of example, confidential or proprietary information includes, but is not limited to, nonpublic information regarding the Company's business methods and plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, products, services, research, development, inventions, financial statements, financial projections, financing methods, pricing strategies, customer sources, employee health/medical records, system designs, customer lists and methods of competing. Additionally, employees who by virtue of their performance of their job responsibilities have the following information, should not disclose such information for any reason, except as required to complete job duties, without the permission of the employee at issue: social security numbers, driver's license or resident identification numbers, financial account, credit or debit card numbers, security and access codes or passwords that would permit access to medical, financial or other legally protected information. Confidential Information does not include information lawfully acquired by non-management employees about wages, hours or other terms and conditions of employment, if used by them for purposes protected by §7 of the National Labor Relations Act such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for their mutual aid or protection.

Confidential Information will only be released by the President of the Company. Please be wary of people calling and asking for disclosure of Confidential Information. Either end the conversation immediately or pass the call to your supervisor. If you are questioned by someone outside the Company or your department and you are concerned about the appropriateness of giving them certain information, remember that you are not required to answer, and that we do not require you to do so. Please also remember that you are not authorized to speak on behalf of the Company. For inquiries seeking a response on behalf of the Company, refer the request to your manager or to the President of the Company. All

calls from Dun & Bradstreet or similar credit reporting organizations should be reported to your supervisor immediately.

Nothing in this Employee Manual prohibits an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing Confidential Information which the employee acquired through lawful means in the course of his or her employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission, the Department of Labor, or any other appropriate government authority.

Further, employees are hereby notified that under the 2016 Defend Trade Secrets Act (DTSA): (1) no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that: (A) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or, (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and, (2) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document contain the trade secret under seal, and does not disclose the trade secret, except as permitted by court order.

No one is permitted to remove or make copies of any Confidential Information without prior management approval.

You are always expected to meet the performance and conduct requirements of your job to the satisfaction of the Company. The Company is not required to provide you with an oral or written warning for a violation of Company policy or for poor performance. It is not possible to provide a complete list of every type of unacceptable behavior and performance. However, the following are some of the violations that may subject you to disciplinary action, up to and including immediate dismissal without warning, in the Company's sole discretion.

- Giving away food, drinks or coupons without management approval.
- Falsifying Company records, including timesheets. Clocking in or out for another employee, or having another employee clock in or out for you.
- Coming to work or working under the influence of illegal drugs or alcohol.
- Failing to check I.D.'s or serving persons of suspect age without checking I.D. or allowing a minor to consume alcohol in your area of responsibility.
- Serving alcohol to an intoxicated person.
- Bringing alcohol or illegal drugs onto Company property.
- Consuming alcohol while in uniform, whether on or off duty or on or off Company premises.
- Theft or unauthorized possession of an item, property, funds or information not belonging to you.
- Abusive, threatening, obscene, patently offensive or vulgar language, gestures or conduct.
- Rudeness, offensive or abusive language, gestures or conduct towards a guest.
- Missing an assigned shift (see policy #510 for proper procedures).
- Excessive absences, late arrivals or early departures from work not otherwise protected by law.
- Insubordination, including refusal to follow a supervisor's instructions or to perform assigned work.
- Failing to meet the Company's measure of efficiency and productivity.

- Charging personal phone calls to the Company, or making or receiving excessive or unnecessary personal phone calls during working time.
- Removing Company property and Confidential Information, such as trade secrets and proprietary information without written authorization.
- Providing false or incomplete information on your employment application, benefits application or other personnel records.
- Failure to resolve a discrepancy with your name and social security number, as identified through E-Verify or the Social Security Number Verification System.
- Violation of local, state, or federal statutes, ordinances and regulations including, but not limited to, governing the safe handling of food.
- Possession of firearms, weapons or dangerous substances while performing job duties or on Company premises.
- Smoking, eating or drinking in prohibited areas while on duty.
- Violating a Company safety rule or practice, or creating or contributing to unhealthful or unsanitary conditions.
- Disclosing or improper use of Confidential Information without authorization, in violation of the Company's Confidentiality Policy.
- Unauthorized solicitation or distribution on Company property (See Policy #810).
- Sexual harassment or discriminating behavior toward a fellow employee, customer or vendor, such as use of racial epithets.
- Asking employees to work off the clock.
- Working off the clock.
- Wearing improper attire or violating the Company's dress code policy.
- Fighting or disorderly conduct on Company property, whether on- or off-duty.
- Threatening or intimidating behavior toward a fellow employee, customer or vendor.
- Wasting time, loafing, loitering.
- Damaging, defacing or wasting Company property, including machinery and equipment.
- Leaving your restaurant or meeting place during work hours without permission.

- Giving or sharing any key (safe key, door keys, etc.) or code (driver doors, alarm systems code, POS system codes, etc.) with someone who is unauthorized to use it.
- Use of expired product of any kind.
- Failure to follow standard operating procedures.
- Violating Company policies or procedures.

This list is not all-inclusive. In each case of misconduct, unsatisfactory performance or inappropriate behavior, the appropriate disciplinary action will be decided, at the Company's discretion, based on the particular facts and circumstances.

The Company expects that all employees will cooperate with investigations the Company may make into such areas as sexual harassment, discrimination, misconduct of fellow employees, fraud and misappropriation or misuse of Company funds or property. Failure to do so may subject you to disciplinary action, up to and including termination.

Notice of Resignation

We hope your employment with the Company is long-lasting but we understand that circumstances change and you may decide to resign. You are encouraged to provide at least two weeks' notice (personal days are not included in the two-week notice period).

If you decide to resign, you should immediately notify your supervisor of your anticipated last day of employment. Your resignation (whether given orally or in writing) will be accepted and you may not rescind your resignation, once tendered. The Company reserves the right to select a departure date earlier than the date given in your notice. A "Notice of Termination/Resignation" form that includes the reason for leaving, the date of notice and the expected last day must be completed by you or your supervisor.

If you change your mind about resigning after you have tendered your notice, you may talk to your supervisor. However, approval of President of the Company will be required before your notice will be reconsidered.

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Severance Pay

The Company is not legally obligated to award severance pay to anyone, whether termination is voluntary or involuntary. Any decision to award severance pay will be made by the President of the Company. **Nothing in this Manual should be construed as an express or implied contract for severance pay or other outplacement assistance.**

As an employee of the Company, you are an important member of our team. We are concerned about your on-the-job problems and urge you to report them to your supervisor. Problems tend to arise out of misunderstanding or lack of complete information and may grow out of proportion to their seriousness if kept hidden. If you have any complaints, requests or constructive criticism, the best way to eliminate the problem is to discuss it.

Since your supervisor is responsible for seeing that you receive equitable treatment, all problems generally should be first taken to your supervisor and discussed. Your supervisor is ready and willing to answer your questions about your work or your progress. If you have ideas for doing things a better way or encounter a problem about practices discussed herein or if any problems arise during your work, talk to your supervisor. In most instances, the problem can be immediately solved after this first step is taken.

If, after talking to your supervisor, you have not received a satisfactory explanation or decision, or in those instances where you are uncomfortable talking to your supervisor, you should present the problem to your District Manager or the President of the Company. (see Policy #025).

In all cases, if an immediate decision is possible, it will be given to you; if not, you will be informed of a time when an answer will be available.

We urge you to bring all problems or complaints into the open since only in this manner can we take any action.

Performance Appraisals

Performance Appraisals will be conducted annually. The review process will start Period 10. The process will be done by 2 levels of Managers.

- Team Members – Completed by RGM and Member of Mgt Team
- Shift Managers / Hourly Assistant Managers – Completed by RGM and DM
- Restaurant General Manager – Completed by DM and the President of the Company
- District Manager – Completed by the President of the Company
- Director of Operations – Completed by the President of the Company

The reviews will be completed on the approved review forms provided by the company. Based on performance measures, we will have a matrix used to determine raises. The matrix will be provided by the President of the Company.

Under circumstances where, state required minimum wages increase are occurring or have occurred or a promotion has occurred, a performance appraisal will be completed, but merit increases will not occur.

#205

Compensation and Compensation Adjustments

Your supervisor will not discuss your compensation with anyone except you or other management personnel.

Wage increases are at the Company's sole discretion and are based on merit alone, not length of service or the cost of living. A performance appraisal or compensation review will not necessarily result in an increase in compensation. Any pay increase outside of the normal Performance Appraisal process can only be approved by President of the Company.

#300

Management Personal/Sick Time & Team Sick Time

To contribute to our employee's health, well-being, and job effectiveness, it is the policy of the company to provide eligible employees with Paid Time Off (PTO). PTO must be taken and cannot be paid out at any time. A full day of PTO equals 8 hours. You may use PTO time for any reason including vacations, sick time, emergencies, funerals, military leave, or for personal reasons.

Eligibility

Group A - Store Level Management

All Full-Time managers who have been employed for at least 1 year and have worked at least 1,664 hours in the previous year (average of 32 hours per week over 52 weeks) are eligible.

Managers are defined as anyone in a managerial role such as but not limited to Shift Leader, Assistant Manager, Restaurant General Manager, and Area Leader. Managers must maintain a full-time schedule to be eligible each subsequent year. Eligibility is reviewed annually on the employee's anniversary date.

Group B - Above Store Level

All Full-Time above store level employees who have been employed for at least 90 days and/or completed their orientation period with the company are eligible for Paid Time Off. Any applicable pre-approved paid time off taken during the orientation period will be compensated in the pay period following the orientation, with the condition that the employee is still employed and in "good standing"

Deposits into Your Leave Account

PTO is calculated according to work anniversary for all employees of American Dream Restaurants LLC. American Dream Restaurants LLC will recognize original tenure date for PTO calculations only for employees from previous company, which they provided.

The amount of PTO received each year is based on your length of service and accrues according to an accrual schedule. The calculation of personal days is based on 52-weeks made up of weekly and bi-weekly payroll based on state wage payment requirements. The calculation is based off the pay period that includes your work anniversary plus the prior 51 or 25 pay periods. PTO balances will be available on each employee's UltiPro self-service portal along with their pay stubs.

Group A Store Level Management	
1 - 4 years	2 weeks, 80 hours Max earned annually
5 or more years	3 weeks, 120 hours max hours earned annually.
Group B Above Store Level Employees	
0 - 3 years	2 weeks, 80 hours Max earned annually
3 or more years	3 weeks, 120 hours max hours earned annually.

Employees will first receive PTO at the end of the pay period following their waiting period.

Employees who were promoted during the calendar year to managers, the hours worked as a Team Member, will be used in the calculation of their personal time. Employees that were management and have taken a demotion to Team Member, whether requested or required, will not be given personal time if on the date of their Anniversary they are coded as a Team Member.

PTO is prorated and based on the number of hours worked. For example, the employee is hourly and works an average of 40 hours per week in the year; the PTO amount would be calculated by dividing the total hours of maximum vacation time that can be earned (80 or 120) by the number of average hours worked in the previous year. If the employee works an average of 40 hours per week, they would have worked a total of 2080 hours in the year. 80 divided by 2080 hours equals 3.8462%. This means for every hour worked the employee will earn 0.0385 hours of PTO.

Leave Usage and Requests for Leave

American Dream Restaurants LLC encourages you to use your PTO time. You are eligible to begin using PTO based on the eligibility parameters discussed above in the eligibility section of the policy.

You must request PTO from your direct manager as far in advance as possible, but at least 30 days in advance. The American Dream Restaurants LLC management will generally grant requests for PTO when possible, taking business needs into consideration. We will attempt to accommodate your requested dates, but we reserve the right to approve dates as we deem appropriate. If you normally work 32 hours per week, then your hours worked plus personal days should equal 32 hours for the week. Management reserves the right to freeze specific dates due to number of requests or business needs. PTO for a full work week should not exceed 40 hours. When dates are frozen, PTO time will not be allowed to be approved until the freeze has been lifted or the blacked-out dates have passed. Frozen dates will be determined by the President of American Dream Restaurants LLC.

- Hourly Employees may take PTO time in hourly increments.
- Salaried employees must take PTO in full-day (8 hour) increments.

All managers must ensure that they have coverage for the times that they have requested PTO. Approved requests can be cancelled at the discretion of upper management due to extreme business needs, natural disasters, or tragedies, or if inadequate coverage is available.

During a Leave of Absence

You will be required to use personal days as a part of any leave unless you receive short term disability, worker's compensation, or similar payments during the leave or unless state law provides otherwise. No personal hours will be accrued during a leave of absence. If a leave of absence prevents you from attaining the required hours necessary to receive personal days, you will not receive personal days for that employment year. You must re-qualify on your next Anniversary in accordance with Company policy.

PTO hours will not be paid out while employees are on a company mandated furlough or suspension unless required by local, state, or federal regulations.

Carryover

You may carry over up to 40 hours and not to exceed 40 hours unused PTO to the following year.

Unused PTO over 40 hours will be forfeited at the beginning of the pay period following the employee's recent work anniversary date. You will not be compensated for the remaining unused PTO.

Employees cannot transfer time to another eligible employee. Each employee's balance is to be used by the employee who earned that time.

Separation of Employment

Upon separation of employment for any reason, you will forfeit any earned but unused PTO time unless state law dictates otherwise.

- **Vermont** employees who are eligible for PTO will be paid out accrued, unused PTO on the final check regardless of reason for separation. Payouts will be in alignment with State Law Requirements. *State required sick time is separate from PTO and will not be paid out upon separation.*
- **Maine** employees will not be paid out upon termination, regardless of the reason for separation.

Should the company be required to pay out PTO to any employee PTO will be paid out based on the remaining accrued unused balance. Accrual is based on the date the employee's work anniversary date to the last day worked.

PTO balances shown on checks and in UltiPro are prorated and based on the number of hours worked in the previous year. For example, the employee is hourly and works an average of 40 hours per week in the year; the PTO amount would be calculated by dividing the total hours of maximum vacation time that can be earned (80 or 120) by the number of average hours worked in the previous year. If the employee works an average of 40 hours per week, they would have worked a total of 2080 hours in the year. 80 divided by 2080 hours equals 3.8462%. This means for every hour worked the employee will earn 0.0385 hours of PTO. This calculation would be used to determine the accrued unused balance to be paid out.

The Company complies with the Family and Medical Leave Act of 1993, as amended from time to time. In the event of a conflict between this policy and the applicable law, you will be afforded all rights required by law. For leaves that do not qualify under the FMLA, or if you are not an eligible employee, see Policy #320.

General Provisions

You are eligible to take up to 12 weeks of family/medical leave (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period and be restored to the same or an equivalent position upon your return from leave if you have worked for the Company for at least 12 months and for at least 1,250 hours in the last 12 months; and are employed at a worksite that has 50 or more employees within a 75-mile radius. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

For family/medical leaves, the Company will measure the 12-month period as a rolling 12-month period measured backward from the date you use any leave under this policy. Each time you take leave, the Company will compute the amount of leave you have taken under this policy in the last 12 months and subtract it from the 12 (or 26 if military caregiver leave) weeks of available leave, and the balance remaining is the amount you are entitled to take at that time.

For military caregiver leave, the Company will measure the 12-month period as a rolling 12-month period measured forward from the first day you take leave for this purpose and end 12 months thereafter. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

Reasons for Family/Medical Leave

You may take FMLA leave for any of the following reasons:

- The birth and care of your newborn child.
- The placement of a child with you for adoption or foster care.
- To care for your spouse, child or parent with a serious health condition.
- Because of your own serious health condition that renders you unable to perform the functions of your position.
- A qualifying exigency leave arising out of your spouse, son, daughter or parent's active duty or call to active duty as a member of the National Guard or Reserves in support of a contingency operation.

- To care for a covered service member with a serious injury or illness who is your spouse, son, daughter, parent or next of kin (nearest blood relative) who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces, that renders him/her medically unfit to perform duties of his/her office, grade, rank or rating.

Entitlement to leave because of the birth of a child or placement of an adopted or foster child expires 12 months after the date of birth or placement. In addition, spouses employed by the Company who request leave for the birth, adoption or foster care of a child or to care for an ill parent may only take a combined total of 12 weeks leave during any 12-month period. The combined leave is limited to 26 weeks when leave is to care for an injured or ill service member, or such leave is taken in combination with leave for either birth, care and/or placement of a child, or to care for your parent.

Notice of Leave

If your need for family/medical leave is foreseeable, you must give the Company 30 days prior written notice. If this is not possible, you must give notice as soon as practicable. Failure to provide such notice may be grounds for delay of leave. Where the need for leave is not foreseeable, you are expected to notify the Company within 2 business days of learning of your need for leave, except in extraordinary circumstances. Requests for Family/Medical Leave Forms are available from your manager. You should use this form when requesting leave.

Medical Certification

If you are requesting leave because of your own or a covered relation's serious health condition, you and your health care provider may be required to supply appropriate medical certification. When you request leave, the Company will notify you of any requirement for medical certification and when it is due. Failure to timely provide requested medical certification may result in denial of leave until it is provided. The Company, at its expense, may require an examination by a second health care provider designated by the Company, if it reasonably doubts the medical certification you initially provide. If the second health care provider's opinion conflicts with the original medical certification, the Company, at its expense, may require a third health care provider to conduct an examination and provide a final and binding opinion. The Company may require subsequent medical recertifications as permitted by law.

Military Certification

The Company may require certification of the qualifying exigency for military family leave or certification for the serious injury or illness for military caregiver leave. When you request leave, the Company will notify you of any requirement for certification and when it is due. Failure to provide certification may result in a denial of continuation of leave.

Reporting While On Leave

If you take leave because of your own serious health condition or to care for a covered relation, you may be required to contact the Company periodically regarding the status of your condition and your intention to return to work.

Use of Paid and Unpaid Leave

FMLA leave is unpaid, although you may be eligible for wage replacement benefits such as disability payments and/or workers' compensation benefits under other plans. If you request leave, any earned personal days will be substituted for unpaid family/medical leave. The substitution of paid leave time for unpaid leave time will not extend the leave period. You are required to use your available personal days during the unpaid FMLA leave period.

Medical and Other Benefits

During an approved FMLA leave, the Company will maintain any health benefits, basic life and AD&D insurance coverage and long-term disability coverage as if you continued to be actively employed. If paid leave is substituted for unpaid FMLA leave, the Company will deduct your portion of your health premium and other voluntary insurance premium as a regular payroll deduction. If your leave is unpaid, you must continue to pay your portion of the health and voluntary insurance premiums. Your coverage will cease if your premium payment(s) are more than 30 days late. If you elect not to return to work at the end of the leave period, you will be required to reimburse the Company for the costs paid by the Company for maintaining coverage during your leave, unless you cannot return to work because of a serious health condition or other circumstances beyond your control.

Exemption for Highly Compensated Employees

Highly compensated employees (i.e., highest paid 10% of employees at a worksite or within a 75-mile radius of that worksite) may not be returned to their former or equivalent position following a leave if restoration of employment will cause substantial economic injury to the Company. The Company will notify you if you qualify as a "highly compensated" employee, if the Company intends to deny reinstatement and of your rights in such instances.

Intermittent and Reduced Schedule Leave

Leave because of a serious health condition may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced hours basis (reducing the usual number of hours you work per workweek or workday) only if such leave is medically necessary. FMLA leave may also be taken intermittently or on a reduced hours basis for reasons relating to a family member's Armed Forces active duty or when you need to care for a family member who has incurred an injury or illness while on active duty. If leave is unpaid, the Company will reduce your pay based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave, the Company may temporarily transfer you to an alternate position that better fits your recurring leave and that has equivalent pay and benefits.

In the case of unpaid leave for the birth, care or placement of a child, intermittent leave or working a reduced number of hours is not permitted, unless both you and the Company agree.

Returning From Leave

If you take leave because of your own serious health condition, you may be required to provide medical certification that you are fit to resume work. You may obtain a Return to Work Medical Certification Form from your manager. If you are required to provide the

Return to Work Medical Certification Form and fail to do so, you cannot resume work until it is provided.

State and Local Family and Medical Leave Laws

Where state or local family and medical leave laws offer more protection or benefits to you, the benefits provided by such laws will apply. FMLA will run concurrently with other state leaves of absence where allowed.

Definitions

For the purposes of this policy, the following definitions apply:

- "Spouse" is defined according to applicable state law. This includes common law marriage and same sex marriage in places where these marriages are recognized.

"Parent" includes biological parents and individuals who acted as your parents, but does not include a parent-in-law.

"Child" includes biological or adopted children, foster children, stepchildren, legal wards and other persons for whom you act in the capacity of a parent (in loco parentis) and who are under 18 years of age or over 18 years of age but incapable of caring for themselves.

"Serious health condition" means an illness, injury, impairment or physical or mental condition that involves:

- Inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical-care facility, including any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care;
- An incapacity requiring absence of more than 3 consecutive calendar days and continuing treatment by a health care provider;
- Continuing treatment by a health care provider of a chronic or long-term condition that is incurable or will likely result in incapacity of more than 3 days if not treated; or
- Any incapacity related to pregnancy or for prenatal care.

"Continuing treatment" means:

- Two or more treatments by a health care provider (i.e., in-person visits, the first within 7 days and both within 30 days of the first day of incapacity);
- One treatment by a health care provider (i.e., an in-person visit within 7 days of the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, physical therapy);
- Two or more treatments by a provider of health care services (e.g., physical therapist) on referral by or under orders of a health care provider;
- Under the supervision of, although not actively treated by, a health care provider for a serious long term or chronic condition or disability that cannot be cured (e.g., Alzheimer's or severe stroke).

"Health Care Provider" includes licensed MDs and ODs; podiatrists, dentists, clinical psychologists, optometrists and chiropractors authorized to practice in the state; nurse practitioners, nurse-midwives and clinical social workers authorized to practice under state law; Christian Science practitioners.

"Needed to care for" a family member encompasses physical and psychological care; and where the employee is needed to fill in for others providing care or to arrange for third party care of the family member.

The phrase "unable to perform the functions of your position" means you are unable to work at all; or unable to perform any of the essential functions of your job. The definition of "essential functions" is borrowed from the Americans with Disabilities Act ("ADA") and means "the fundamental job duties of the employment position," and does not include the marginal functions of the position.

"Qualifying exigency" must be one of the following (that is related to or affected by the family member's call-up to active duty or service leave):

- Short-notice deployment (up to 7 days of leave),
- Military events and activities,
- Arranging for alternative child care and school activities,
- Addressing certain financial and legal arrangements,
- Attending certain counseling sessions,
- Periods of rest and recuperation for the service member (up to 5 days),
- Attending post-deployment activities,
- Other activities arising out of the service member's active duty or call to active duty and agreed upon by the Company and you as to timing and duration of the leave.

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.)

"Next of kin" means the nearest blood relative in the following order, unless the covered service member has expressly designated in writing another blood relative as the nearest relative:

- Blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions.
- Brothers and sisters.
- Grandparents.
- Aunts and uncles.
- First cousins.

This policy applies to requests for leaves of absence not covered by the Family and Medical Leave policy (see Policy #310), the Americans With Disabilities Act (see Policy #115) or other applicable law providing leave benefits.

General Policies

- Except for FMLA leave, leave as a reasonable accommodation and other forms of leave required by law, no employee has the right to a leave of absence without pay. Approval of leave under this policy is at the sole discretion of the Company and will generally depend upon such individualized factors as the amount of notice given, the reason for the leave, the length of the leave requested, the length of service and performance record of the employee, the requirements of the employee's job, staffing needs and the workload in the employee's work area or department. Leaves under this policy will generally be granted only once every 12 months, measured backward from the date of your last leave. Any particular leave arrangement will not be considered as a precedent or an entitlement for another situation.
- If, while on a leave of absence, you engage in other employment without the Company's prior written approval, or you fail to report to work the first scheduled day after the end of the approved period of leave and you have not received an extension, you will be considered to have voluntarily terminated your employment with the Company.
- Unless otherwise required by law, the Company will not hold an employee's position open during a leave of absence.
- You must give the Company at least 30 days prior written notice. If this is not possible, you must give notice as soon as practicable. Failure to provide such notice may be grounds for delay of leave. Where the need for leave is not foreseeable, you are expected to notify the Company within 2 business days of learning of your need for leave, except in extraordinary circumstances. Requests for Leave of Absence Forms are available from your manager. You should use this form when requesting leave, stating the reason for and length of leave needed.
- If you have been granted a leave under this policy, we will try to reinstate you to the same or substantially equivalent position. The Company does not guarantee that you will be reinstated, except where required by law.
- A leave of absence under this policy may adversely affect your employee tenure and other Company benefits.
- You must use all earned personal days first during an approved leave of absence. Personal days may not be used to extend an approved leave of absence. Once

personal days are exhausted, the remaining leave will be unpaid unless you are eligible for wage replacement benefits, such as short-term disability.

Medical/Dental Benefits During Approved Leaves

If you are participating in the Company's medical/dental plan or other benefit plans immediately before an approved leave of absence, you may be permitted to continue your group insurance in accordance with the provisions of the Plan Document and as permitted by the group policy.

- Your approved medical leave is 60 days or less:
 - You may elect to remain in the medical/dental plan by paying the employee portion of your premium (the amount normally withheld from your paycheck, including the cost of any other insurance coverages you may have). Failure to timely pay your portion will result in your termination from the plan, effective as of the last day of the month for which you have paid premiums.
 - Upon return, if you maintained continuous coverage by paying your employee portion of the premium, you may reenter the plan immediately. You must continue to meet plan eligibility requirements to continue benefit coverage. A Status Change Form must be completed and returned immediately upon your return to work.
 - When coverage lapses because you have not made required premium payments, you elected to cancel coverage, or you obtained COBRA coverage, then upon return to work you may reenter the plan.
- Your approved medical leave is more than 60 days or your leave is nonmedical:
 - Your coverage will continue in accordance with applicable law. Generally, benefits will continue through the end of the month that leave began. In some circumstances, such as when an employee is on a military leave, the Company will comply with applicable law regarding continuation of benefits. When benefits cease, you will then be offered COBRA coverage.
 - When coverage lapses because you have not made required premium payments, you elected to cancel coverage, or you obtained COBRA coverage, then upon return to work you may reenter the plan.

#303

State Leaves of Absence

Many states require employers to provide their employees with additional leaves of absence, such as pregnancy disability leave, legislative leave, family military leave, emergency responder leave, crime victim leave etc. You may contact your supervisor or manager with any questions.

#304

Accepting Other Employment While On Leave

If you accept other employment or go into business while on a leave of absence or while taking personal days, you will be considered to have voluntarily resigned or abandoned your employment with the Company as of the day on which you began your leave or personal days.

#305

Jury Duty

If you are called for jury duty, you will be granted leave to serve. You are expected to work as much of your regularly scheduled shift as the jury duty schedule permits, to the extent that combined time on jury duty and at work does not exceed eight hours in a given day.

If you are a full-time employee (defined as working over 35 hours/week) you will be paid the difference between your current base rate of regular pay (excluding bonuses and overtime) and your jury pay for up to 5 days of jury duty per 12-month period. You must present a statement of jury service and pay to receive jury duty pay.

You should notify your supervisor immediately upon your receiving notice of selection to serve. We may assist you in seeking a postponement if the scheduled jury duty creates a hardship for you or the Company.

In states with mandated provisions for jury duty that exceed this policy, state statutes will prevail.

The Company provides unpaid military leaves of absence to employees who serve in the uniformed services as required by USERRA and applicable state laws. Under USERRA, service consists of performing any of the following on a voluntary or involuntary basis: active duty, active duty for training, initial active duty, inactive duty training, full time National Guard duty, absence from work for an examination to determine fitness for such duty, and absence for performing funeral honors duty. Total military leave time under USERRA may not exceed five years during employment, except in certain, defined circumstances. You should provide as much notice as possible, unless prohibited by military necessity. Your group benefits, except for disability pay plans, may be continued as provided in Policy #320.

Upon discharge from the military service, you will be granted reinstatement in accordance with applicable state and federal laws.

Employee discount

All on-duty employees are entitled to a 50% discount off any menu item for personal consumption. You may not “give” your discount to anyone. This meal may, at your manager’s discretion, be consumed either on premises during your shift or carried out at the end of your shift.

Management discount

Free PPP (or equal value) when working a full shift.

The discount is applied to the menu price and cannot be combined with other coupons, discounts or special offers. For events including but not limited to, Tuscani Tuesday the discount is applied to the menu price, not the special pricing.

The discount may not be used for alcoholic beverages. (Consumption of alcoholic beverages by employees on premises or in uniform is prohibited, whether on- or off-duty. See Policy #630.)

Orders for employee meals should be entered as carryout, and the employee’s name and phone number should be entered in the customer section of the POS order screen. The hours of the shift must be entered in the ticket notes. A manager must authorize the discount, then you and the manager must both sign the ticket. Meals must be eaten in designated break areas. Do not eat in view of any customers if you are wearing your uniform.

All non-alcoholic drinks except bottled beverages are free to all on-duty employees but must be consumed on premises. If your restaurant does not serve fountain drinks you may purchase a 20oz bottled drink for \$1.00.

Off-duty Employees/Management

As an off-duty employee, you are entitled to a 20% discount at your “home” Pizza Hut where you regularly work. This is for dine-in or carryout only and does not apply to delivery orders. There is not a limit on the ticket amount, so you may treat your friends or family; however, the entire order must be on one ticket.

The discount is applied to the menu price and cannot be combined with other coupons, discount or special offers. For events including, but not limited to, Tuscani Tuesday, the discount is applied to the menu price, not the special pricing.

The discount may not be used to purchase alcoholic beverages.

You must be present and off-duty to receive the discount and the cashier must enter your name in the POS system under “ticket notes”.

#308

Restaurant Holiday Schedule

A holiday schedule will be determined at the beginning of each year for restaurant locations. Hourly employees do not receive holiday pay. Time worked on a holiday will be paid at the employee's regular rate (or overtime rate, if the hours worked constitute overtime (See Policy #530).

If you need to take time off to observe a religious holiday, you must notify your manager at least two weeks in advance to be eligible for the leave. If available, you may use personal days for this purpose; otherwise, this time off is without pay. (See Policy #115).

#309

Day of Rest

The Company provides a day of rest to employees in accordance with applicable state law.

The Company provides Group Medical and Dental Plans.

Benefit plans offered by the Company, are defined in legal documents such as insurance contracts and summary plan descriptions. If you are offered benefits, and if a question arises about the nature and extent of plan benefits or if there is a conflict in language, the formal language of the Plan documents govern, not the informal wording of this Manual. Plan documents, if applicable, are available for your inspection. The Company and its designated benefit-plan administrators reserve the right to determine eligibility, interpretation and administration of issues related to benefits offered by the Company.

The requirements for enrollment in each of these plans vary. You will be contacted when you are eligible regarding enrollment for these benefits and additional information will be provided. We reserve the right to amend, modify, alter or terminate any of these plans at any time. If you have questions about any of these plans, contact the President of the Company.

**Hours Required to Maintain Eligibility as a Participant
in the Group Medical and Dental Plan**

The Group Medical and Dental Plan are available to Full-time Management employees who have met the waiting period (60 days in a management position) and work an average of 30 or more hours per week. Management positions include salaried employees, assistant managers and shift leaders. "Full-time Management" means working at least 28 hours of the 30 hour requirement in a management position. Once you have become a participant in the Plan, you will not lose coverage as long as your "testing" pay-period average hours remain at or above 30 hours (at least 28 hours must be in management position). The Testing Period is the four pay periods immediately preceding the completion of the waiting period (or any other set of consecutive pay periods ending subsequent thereto), of continuous active employment.

Your actual hours worked in each pay period will be used to calculate a moving average of the hours worked in the testing period. This moving average will be used to determine initial eligibility and continuing eligibility for participation in the Plan. Approved leaves are not calculated into this average so an approved leave will not bring your average down. This makes it very important that any leave is approved in writing before it is taken.

If your testing-pay-period average hours fall below the minimum requirement, you will be notified that your coverage is being canceled as of the end of the month in which your hours drop. If you lose coverage because of a reduction in hours or not meeting the minimum management hours, you have two options:

- You may elect to continue coverage in these Plans under COBRA regulations, but you will be required to pay the entire premium. If you do this, you may return to the Plan as an active Participant after meeting a new waiting period if your testing pay-period average hours are then 30 or more per week. You will not be subject to additional preexisting condition limitations.
- You may elect not to continue coverage under COBRA. If you do this, you may apply to return to the Plan as an active Participant after meeting a new waiting period, if your testing-pay-period average hours are then 30 or more per week. You may be subject to additional preexisting condition limitations.

If your testing-pay-period average hours worked is less than 30 per week, a warning will usually be printed on your paycheck. However, it is possible that your average hours will go below 32 without warning. IT IS YOUR RESPONSIBILITY TO MONITOR YOUR AVERAGE HOURS WORKED SO THAT YOU WILL NOT LOSE THIS VALUABLE BENEFIT.

#402

Hours of Operation

The President of the Company of Operations must approve the hours of operation of each unit. The District Manager must approve any deviation from the prescribed hours due to emergency or inclement weather.

For the convenience of our customers, all units will accept phone-in orders before opening and will accept orders up to the prescribed closing time.

It is against Company policy to open a unit late or close early without prior approval of your District Manager.

Chairs will not be put up on tables, the salad bar will not be broken down and sections of the dining room will not be closed prior to the prescribed closing time.

To ensure efficient scheduling of work hours, adequate staffing of the restaurant and higher employee morale, work schedules will be posted no later than midnight on Sunday for the work week beginning on Wednesday. Unless approved in advance by your supervisor, management personnel are expected to work the hours shown on the approved work schedule. Non-management employees wishing to change schedules must get your manager's approval.

You are expected to arrive at work in full uniform and ready to assume your duties at the scheduled time. You are considered late when you fail to report ready for work in full uniform at your scheduled start time. Continual absences or tardiness not only influence your working relationship with the Company, but also affect the workload and morale of others. Moreover, if we are shorthanded due to tardiness or unauthorized absence, our customers suffer the consequences. Whenever you are unable to be at work due to illness or emergency, you must notify your supervisor as soon as possible but at least 4 hours before your scheduled starting time.

You should not clock-in until you are in full uniform and ready to work. You should not perform any work until you clock-in. You are expected to complete your scheduled shift, unless your manager approves a schedule change.

It is your responsibility to find a replacement if you cannot work your posted schedule. Your replacement must be approved in advance by your manager.

It is the Company's policy to comply with all laws regarding meal and rest breaks. If an employee works in a state where there are no applicable meal or rest break requirements, the Company will provide break time as appropriate, subject to operational needs and supervisor discretion. The Company does not contract to provide such break time in these states.

Any rest breaks of short duration (lasting between five and 20 minutes) will be counted as "hours worked" and paid accordingly. Meal breaks lasting 30 minutes or more are not considered "hours worked" for purposes of federal law and will not be paid for nonexempt employees.

Employees must be completely relieved from work duties during any unpaid meal break. Hourly employees must record the beginning and ending time of their meal breaks each day on their time records.

Where permitted by law, At the Company's discretion, employees whose primary job duties are serving food or beverages to customers and who receive and report tips may waive their right to the 30-minute unpaid meal break. To waive the meal break, employees will be required to submit a written waiver indicating that they voluntarily waive this right. To request a meal break waiver form, contact your supervisor.

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child. Employees needing breaks for lactation purposes may use ordinary paid rest breaks or may take other reasonable break time when needed. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed for the employee, the lactation break time will be unpaid for nonexempt employees.

Employees will be relieved of all work-related duties during any unpaid break. Where unpaid breaks or additional time are required, employees should work with their supervisor regarding scheduling and reporting the extra break time. Where state law imposes more specific requirements regarding the break time or lactation accommodation, the Company will comply with those requirements.

The Company will provide employees with the use of a room or a private area, other than a bathroom or toilet stall, that is shielded from view and free from intrusion from coworkers and the public. The Company will make a reasonable effort to identify a location within close proximity to the work area for the employee to express milk.

The Company will otherwise treat lactation as a pregnancy-related medical condition and address lactation-related needs in the same manner that it addresses other non-incapacitating medical conditions.

Reporting Injuries

Employees who sustain a work-related injury or illness should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage.

Limited Duty Program

As part of our effort to reduce the incidence and costliness of workers' compensation, we have set up a limited duty program to help our injured employees get back to work. If you sustain an on-the-job injury/illness, you may return to a limited duty position tailored to the medical restriction placed on you by a physician. The Company provides light duty in accordance with applicable law.

If you are injured or ill because of your employment, contact your supervisor about returning to work. Your supervisor will work with you to provide a limited duty assignment if needed until you can resume your regular job functions. Our limited duty program will not, however, infringe in any way on your right to take leave under the Family and Medical Leave policy or other applicable leave policies (see Policy #310).

Fraud or Intentional Misrepresentation

As part of the Company's effort to comply with the law, we will take a proactive position if we believe an employee has violated the workers' compensation law, or has committed fraud or intentional misrepresentation in the filing of a workers' compensation claim.

It is the policy of the Company to report to the appropriate enforcement authorities any act or suspected act of fraud or intentional misrepresentation by the employee in applying for, collecting or continuation of workers' compensation benefits for an alleged injury. The potential fines and penalties assessed by the respective state may include civil or criminal penalties and other associated fines and sanctions.

If you believe an employee is violating the workers' compensation laws, immediately report the suspected activity to your District Manager, the President of the Company or President of the Company.

Pay Periods, Overtime and Paydays

The work week starts on Wednesday and ends on the following Tuesday. Payroll is distributed according to the schedule below. If a payday falls on a holiday, wages will be distributed the day before the holiday. If you have a question about your wages, contact your supervisor immediately.

Hourly employees will be paid one and one-half (1.5) times their regular rate of pay for all hours worked in excess of 40 in one workweek or as otherwise required by law. Paid time off such as sick pay, holiday pay, vacation pay, and jury duty pay (where applicable) will not count toward hours worked for the purpose of determining overtime pay. District Manager approval is required for all hours worked over 40 in any work week, except for Hourly RGMs who are required to work 48 hours. Any hourly RGM working over 48 hours require prior District Manager approval. Working overtime without prior authorization may result in disciplinary action.

Exempt employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt employees.

Your regular payday is as follows:

<u>Store Location</u>	<u>Biweekly Payday</u>
Vermont.....	Wednesday, 8 days following pay period end
Maine.....	Wednesday, 8 days following pay period end

Employees may elect to be paid by direct deposit.

It is illegal for an hourly employee to work "off the clock," or to perform any work for the Company before clocking in, after clocking out or on an unpaid lunch break. The Company will not tolerate an employee working off the clock. Violations may subject the supervisor and/or employee to disciplinary action, up to and including termination.

Some examples of incidents for which you must be compensated include employee orientation, mandatory meetings, "cleaning parties" and charitable or civic events such as fairs, whether or not voluntary. Incidents that are not compensable include optional meetings and Company parties.

If your time has been edited erroneously, you should immediately report this to your District Manager and/or the President of the Company.

If you have been asked or expected to "work off the clock," you are required to immediately report this to your District Manager or the President of the Company by calling the Hotline at 1-603-365-4906 (see Policy #040).

Deductions

The Company is required by state and federal laws to make certain deductions from your paycheck each pay period. Such deductions typically include federal and state taxes and Social Security. Depending on the state in which you are employed and the benefits you choose, additional deductions may occur. The amount of all deductions will be listed on the employee's pay stub.

Exempt employees (i.e. those whose job assignments meet specific tests established by the federal Fair Labor Standards Act (FLSA) and state law and who are exempt from minimum wage and/or overtime) will receive his or her salary for any week in which the employee performs any work, regardless of the number of days or hours worked. However, an exempt employee will not be paid for days not worked in the following circumstances:

- When an exempt employee takes one or more full days off for personal reasons or sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available personal days to make up for the reduction in salary;
- When an exempt employee works only part of the week during his or her first and last week with the Company, the employee will be paid only for the days actually worked; and
- When an exempt employee takes unpaid leave under the Family and Medical Leave Act or corresponding laws, the Company will not pay for such days/hours of absence.

The Company may require an exempt employee to use available vacation or sick time, as a replacement for salary, when the employee takes less than a full-day off from work.

An exempt employee's salary will not be reduced when the employee works part of a week and misses part of a week due to service as a juror, witness or in the military or for lack of work.

It is company policy to comply with the salary basis requirements of the Fair Labor Standards Act (FLSA) and applicable state law. The Company prohibits any deductions from pay that violate the FLSA or applicable state law. If an exempt employee believes that an improper deduction has been made to his or her salary, the employee should immediately report this information to the District Manager or the President of the Company. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made.

Method of Payment

Upon hire, you must complete a Pay Election form to choose your payroll method. Direct deposit of payroll is the Company's preferred method of wage payment. You can choose

direct deposit to your personal bank account or to a Visa Paycard provided by the Company, or both.

The Visa Paycard is reloaded every payday and allows you to withdraw 100% of your pay at no cost to you from any Visa member bank Teller. The Visa Paycard can also be used at ATMs worldwide or as a debit card at merchants who accept Visa. Paycard accounts are FDIC insured, just like a regular bank account. If elected, you will receive a packet from your manager that includes more information on how to use the card.

Review your wage statement

- You have a responsibility in making sure you are paid correctly. Every payday, you should immediately review your wage statement and report any discrepancies to your District Manager or the President of the Company. If you have elected the Visa Paycard option, pay adjustments can generally be corrected the same day.
- Employees must verify and initial each individual time edit change on the payroll signoff sheets. Other locations may comply with this practice. Completed signoff sheets will be scanned to Americandream.pr@issvc.com.

Direct Deposit / Electronic Wage Statement

- Your wage statement is available to you “Online” the day before payday, to view or print. Optionally, you can get a copy from your manager on your regular payday. Online Wage Statements (OLWS) are stored and available to you for up to 36 months at: infosync.ultipro.com.
- Paycard text messages: You can set up your account to receive text messages for all transactions with your card, including deposits, withdrawals, merchant transactions and daily balance, etc.
- Year-end W-2 Forms: You may elect to receive your year-end W-2 form electronically at infosync.ultipro.com. Your W-2 forms will be stored and available (at no cost to you) for up to 5 years.
- Changes to your direct deposit instructions may be made at any time by completing a new Pay Election form; however, you should provide 10 days’ advance notice for your change to take effect.
- Lost/stolen Paycards: Immediately notify Skylight Financial; then ask your manager for a new Paycard packet and give Skylight the new card number. You will have immediate access to your account and will not have to wait for a new card to arrive in the mail.
- The Company reserves the right to stop direct deposit to your account any time at its sole discretion.

Paper Paychecks (available in NH/VT)

To ensure the proper handling of payroll checks and Company funds, the following will be observed when handling checks:

- No payroll will be paid from the cash drawer unless required by state or federal regulations. No payroll checks (of any company) will be cashed in the unit.
- Payroll checks will not be distributed before the date on the check.
- If you lose a payroll check (or fail to claim or cash your paycheck) and you request a reissue, you will be charged a service charge as follows to defray Company expenses, where permitted by law:

<u>If the check is:</u>	<u>Service Charge:</u>
- 90 days old or less	\$ 35.00
- 91 to 180 days old	\$ 50.00
- 181 to 270 days old	\$ 75.00
- 271 to 365 days old	\$100.00
- over 1 year old	\$150.00

- A supervisor will distribute payroll checks. For your protection, your check will only be distributed to you or a person authorized in writing by you. Your manager will set hours when you may pick up your check, in order to assure that a supervisor will be available when you arrive.
- Any payroll check not distributed to an employee for any reason must be returned to InfoSync at the end of the period.

The Company maintains a confidential personnel record system that contains appropriate information about each employee. These files are the property of the Company, but you may review your file upon request to your manager and under his/her supervision. You may make photocopies of your file during the review in accordance with applicable law. Any request for a copy of the contents of your file must be made in writing. The request should be addressed to the attention of the President of the Company and emailed to HR@ADPhut.com. Any copying costs will be your expense.

You should immediately notify the Company of any changes in marital status, dependents, your contact information, or emergency contact information.

If anyone (other than an employee), including law enforcement officials or parents, asks to review employee records, the request should be immediately referred to a manager. The manager will explain that our Company policy requires employee consent or a legal authorization (such as a court document or subpoena) before employee records can be revealed.

If you receive a written request for an employee's records, you should immediately call your District Manager, the President of the Company or the President of the Company. We comply with all applicable laws regarding disclosure of personnel information.

The Company expects that your activities and conduct away from the job must not compete or conflict with or compromise its interests.

Outside activities, including self-employment, will not be considered an excuse for poor job performance, absenteeism, tardiness or leaving early.

The expectation is that each full-time management team member will devote substantially all of his/her working time to the Company.

Because of issues with workers' compensation insurance and wage and hour laws, you cannot perform contract services for the Company or be paid for any services as an independent contractor. Common examples of the kinds of tasks that would be covered by this policy include, but are not limited to, lawn mowing and other yard work, snow removal, oven cleaning, tile installation, carpet cleaning, window cleaning, painting, etc. This means that you may perform tasks for the Company outside the scope of your normal duties but it must be while you are "on the clock" and at your normal rate of pay.

A family restaurant is not a place for abusive, threatening, profane or patently offensive language, gestures or conduct. Do not use them around our customers or your fellow employees. There are no doors between the kitchen and the dining room and voices carry. Customers are easily offended by unprofessional conduct, especially when they feel that they are being inconvenienced in any way.

Inappropriate topics include but are not limited to remarks about customers, tips or lack thereof. These make a poor impression on customers and other employees and will not be tolerated. Legitimate complaints or concerns should be addressed to your supervisor in accordance with Policy #220.

You are expected to act in a professional manner while in uniform or in the work location, whether on or off duty. Rude, inappropriate, offensive, abusive or obscene language, gestures or conduct will not be tolerated. Do not read, engage in personal text messaging or talk amongst yourselves about personal matters while on working time or where customers are present or can overhear. Personal headsets, i-Pod like devices and other electronic gadgets are prohibited during working time as set forth more fully in Policies #820 and #860.

Neither friends nor family of employees nor off-duty employees are allowed in any work location operated by the Company before opening or after closing. During business hours, friends, family or off-duty employees are permitted as paying guests, but are not allowed to loiter and are not permitted in any work area. The Company will not tolerate the distraction of employees or any deterioration of service to our customers resulting from the presence of friends, family or off-duty employees in the restaurant at any time.

While on duty, always be attentive to our customers' needs. Be aware of customers with special needs or disabilities that may require additional assistance. This may include customers with hearing problems that require visual acknowledgement from the person taking the order, customers who are blind or visually impaired that need the menu items read to them or customers with other disabilities.

Safety and accident prevention are cooperative efforts for the benefit of all. Our goal is to eliminate any foreseeable hazards that may result in personal injury, illness, property damage, loss or business interruption and to comply with all federal, state and local safety and health regulations. We all share the responsibility of eliminating accidents in the workplace. If you see an unsafe condition or an unsafe act, immediately report it to the manager on duty. Your safety responsibilities are considered paramount to your other job responsibilities. If you do not follow the safety standards outlined in the training materials, you are subject to disciplinary action, up to and including termination.

Some common-sense ways to prevent accidents:

- Clean up spills immediately.
- Keep floors free from debris, food, paper, boxes, etc.
- Keep aisles and walkways free of obstructions.
- Practice good housekeeping; always put equipment and supplies back where they belong after each use.
- Use safety gloves and other personal protective equipment.
- Wear approved slip resistant shoes.
- Always use proper lifting techniques.
- Use the buddy system (get help from another worker) when lifting heavy objects.
- When using a knife or sharp object, point the blade away from you when cutting.
- Take slower, shorter steps when walking on slippery surfaces.
- Do not participate in horseplay.

There will be regular safety meetings for all employees to review safety procedures and discuss accident prevention. Attendance is required, unless excused in advance by your Restaurant General Manager.

On-The-Job Injury or Illness

If you become ill or injured on the job, it is your responsibility to notify the manager on duty immediately. Any on-the-job injury or illness, regardless of severity, must be reported. If you are injured on the job, you may be eligible for workers' compensation benefits. Failure to report an on-the-job injury or illness may jeopardize any workers' compensation benefits for which you may be eligible. Prompt first aid treatment or professional medical attention will be provided as necessary.

Food safety is the most fundamental customer expectation in our business. Our customers trust that the food we serve them is safe. Our Company will not violate this trust. Accordingly, we expect every employee to be 100% in compliance with the food safety standards established for our restaurants. You must know and follow food safety standards every single shift, every single day.

Actions that will not be tolerated include, but are not limited to:

- The use of expired product.
- Not following hand-washing procedures.
- Storing product outside of acceptable temperature ranges or other improper storage.
- Any short cut or action that results in violation of Pizza Hut or government food safety guidelines.

It is also very important to understand that food safety can be directly impacted by illness. If you are ill, stay home. (See Policy #510 for call-in procedures). If you become ill at work, tell your manager and then go home.

Federal regulations require employees who serve or prepare food to report immediately report to their manager when they have any of the following illnesses or symptoms.

- Have any foodborne illness or any infectious or contagious disease, such as Salmonella, Shigella, Escherichia coli (E. coli), Hepatitis A, Tuberculosis, Norovirus, external, infectious lesions; and any other transmittable disease that could be passed to customers through normal contact.
- Are sneezing or coughing excessively.
- Have a fever.
- Have a sore throat with fever.
- Are vomiting or nauseous.
- Have diarrhea, dark-colored urine or jaundice.

You should avoid coming to work with these conditions. A medical release may be required from the employee to return to their food handling position after reporting one of these illnesses.

It is our commitment to operate our restaurants with integrity and we will not tolerate failure to follow good food safety practices. If you know of food safety violations, you are required to report them to your manager, District Manager or the President of the Company.

Failure to follow food safety standards and guidelines will result in disciplinary action, up to and including termination.

The Company will not tolerate any workplace violence. The prohibition against threats and acts of violence applies to all persons involved in the operation of the Company, including, but not limited to, employees and other personnel, contract and temporary workers, consultants, contractors, patients, vendors, visitors, and anyone else on Company premises. Workplace violence is any intentional conduct that is sufficiently severe, offensive, or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends and/or property, and creates an altered or hostile, abusive or intimidating work environment.

Any employee who sees, hears, or learns of any conduct or statement that seems threatening or suspicious, any conduct that violates this policy, and/or any weapons on Company premises, must *immediately* report such conduct or statement to their supervisor manager or the President of the Company. If there is an immediate risk or imminent threat of violence, serious harm, or life-threatening conduct, the employee should report this *immediately* to 911, local police, or law enforcement. The Company will immediately investigate any complaints of actual, threatened or suspected violence, and will take appropriate action. The Company will not tolerate any retaliation against anyone who, in good faith, reports any of the above types of matters or who cooperates in the investigation of such report.

If an employee is experiencing domestic problems or abuse - or knows of co-workers who are experiencing domestic problems or abuse – the employee is strongly encouraged to report these matters as well, so the Company can offer assistance, if possible. Similarly, if an employee obtains a restraining or protective order against another person, or an employee is the subject of a restraining or protective order, the employee must immediately report this to a supervisor, manager or the President of the Company.

Firearms or other weapons are not allowed in any work location owned or operated by the Company, on the surrounding premises or in vehicles operated for Company purposes. Unless this prohibition is contrary to state or local law, the workplace specifically includes company parking areas and company vehicles. We have a commitment to your safety and the safety of our customers. Use or storage of weapons in our facilities may, in fact, increase the possibility of harm to our employees or customers.

There may be occasions when, with the approval of President of the Company, persons are hired solely to provide security, such as off-duty police officers or security guards. If these persons are legally authorized and qualified to carry firearms, they are exempt from this policy.

The Company is committed to maintaining a healthy and safe working environment for its employees. The use of drugs and/or alcohol in the workplace presents serious safety and health risks, as well as a risk to the successful conduct of our business affairs. Therefore, no employee shall work or report to work while under the influence of alcohol, illegal drugs, or any substance that would affect his/her ability to perform the job in a safe and efficient manner.

Managers should immediately report suspicions of usage or violations of this policy to your District Manager or the President of the Company.

Consequences for Violation of this Policy

Violation of any of the prohibitions set out under this policy shall be grounds for disciplinary action, up to and including termination.

Prohibited Conduct

- The unlawful manufacture, use, possession, solicitation for, distribution, sale or purchase of illegal or controlled substances (i.e. any drug which is not legally obtainable or is legally obtainable but has not been legally obtained, such as prescription medication without a prescription, etc.) on Company premises (whether on or off duty), at Company sponsored events or during working time.
- Being impaired by legal, illegal or controlled substances or alcohol while on Company premises (whether on or off duty), at Company sponsored events, during working time or while operating a motor vehicle on behalf of the Company.
- Consumption of alcoholic beverages while in uniform (whether on or off duty or whether on or off Company premises).
- Having detectable amounts of illegal or controlled substances in your system while on duty, while driving a vehicle for the Company, or while engaged in Company business.
- The unauthorized use, possession, distribution, sale or purchase of alcohol by an employee or being under the influence of alcohol while on Company premises, while driving for the Company or while conducting Company business. Being “under the influence” is defined as a blood alcohol content of .04% or more as demonstrated by an alcohol test and/or demonstrating the signs and symptoms of being under the influence of alcohol.

Prescription Drugs and Other Medications

This policy does not prohibit the possession and proper use of lawfully prescribed or over-the-counter drugs. However, any employee taking a prescription drug under a physician's order or over-the-counter medications, which may adversely affect the employee's safety and health or the safety and health of others, must promptly disclose any work restrictions to a supervisor, District Manager or President of the Company prior to reporting to work.

Employees are not required to reveal the name of the medication or the underlying medical condition.

Tests

As a condition of employment, the Company, subject to applicable law, reserves the right to require employees or applicants to provide urine, hair and/or blood samples for chemical tests/analysis and to submit to breath analysis or other tests as the Company deems necessary.

Test results may be used by the Company in legal proceedings involving the employee, including but not limited to worker's compensation and unemployment compensation proceedings. Refusal to cooperate in such tests, switching or adulterating any sample submitted for testing, or attempting to mask the presence of illegal or controlled substances is grounds for disciplinary action, up to and including termination.

Disciplinary Action

An employee who tests positive on both the screening and confirmation tests for an illegal or controlled substance or alcohol will be subject to disciplinary action including termination.

You may be disciplined, up to and including termination, if a member of management believes you may be under the influence of alcohol or illegal or controlled substances while at work.

Types of Testing

State law governs the types of testing permitted as well as when testing can occur. We comply with applicable law. Below are the types of testing we may conduct to the extent permitted by law.

- Pre-Employment Testing – Prospective employees may be required to complete a pre-employment drug test as a condition of hire (depending upon the position or location). The individual must receive a negative test result before beginning work.
- Post-Accident Testing – Any employee engaged in Company activities who has an occupational accident, is a participant in an occupational accident or sustains or causes an occupational injury that requires medical treatment by a physician, must submit to a drug/alcohol test as permitted by law. In addition, any employee involved in a vehicular accident while driving on Company business must submit to a drug/alcohol test as permitted by law. A post-accident drug test must take place within 24 hours of the time of the accident. A post-accident alcohol test must take place within 2 hours of the time of the accident. Failure to report an accident or injury, failure to pass the drug/alcohol test, or failure to satisfy the timing requirements provided herein, can result in disciplinary action, up to and including termination.

Note: If you initially decline medical treatment for an injury, but decide to seek medical attention at a later date, you must inform your manager immediately and submit to a drug/alcohol test that same day.

For Cause / Reasonable Suspicion Testing – A drug/alcohol test may be required for any employee when there is reasonable cause or suspicion for the Company to believe, at the Company's discretion, that the employee's work performance or on-the-job behavior may have been affected in any way by alcohol or illegal or controlled substances. Requests for reasonable suspicion tests will be based upon reasonable observations of the individual's behavior or performance, or other indication that this policy may have been violated. Examples of observations or facts that may trigger a request to submit to a reasonable suspicion test include, but are not limited to, one or more of the following:

- observed suspected drug or alcohol abuse or misuse;
- bizarre or erratic behavior, including unexplained violations of safety rules, unexplained change in job performance, or a pattern of conduct that indicates substance abuse may be a problem;
- observed suspected possession of alcohol, illegal drugs or drug paraphernalia on the Company's premises or while working;
- information provided by either a reliable and credible source or which is independently corroborated; and/or
- physical appearance, smell, or symptoms which may indicate drug or alcohol abuse.

For cause testing requires prior approval of President of the Company. The employee shall be removed from the work location and asked to explain the suspected behavior or describe the events that have taken place. The employee shall be asked if there is any medication or physical condition that would explain the behavior. During the consultation, if there is still a reasonable belief that drugs are a factor in the situation, a request for testing shall be made; if no reasonable belief is determined, then the test shall not be done. Failure to submit to or pass the drug/alcohol test will result in disciplinary action, up to and including termination. Pending the results of the test, an employee may be relieved of duties without pay, or reassigned to other duties. An employee who consents to testing and who was relieved of duties, but who subsequently receives a negative test result may be reinstated without loss of base wages or benefits.

Testing Procedures

Drug and alcohol tests are conducted under circumstances designed to ensure the accuracy and integrity of the testing process.

The drug/alcohol test may include, but is not necessarily limited to, the following substances:

- 1) Marijuana;
- 2) Opiates/synthetic narcotics including codeine, hydrocodone, hydromorphone, meperidine, methadone, oxycodone, propoxyphene, heroin, and morphine;
- 3) Cocaine;
- 4) Phencyclidine (PCP);
- 5) Amphetamines including amphetamines, methamphetamines, methylenedioxymphetamine, methylenedioxymethamphetamine, and phentermine;

- 6) Barbiturates including amobarbital, butalbital, pentobarbital, and secobarbital;
- 7) Benzodiazepines including diazepam, chlordiazepam, alprazolam, and clorazepate;
- 8) Methaqualone;
- 9) Alcohol; or
- 10) Drugs for which the United States Department of Health and Human Services has established an approved protocol and positive threshold level.

The trade and/or common names for some of these drugs include, but are not limited to, "Pot", Cannabinoids, Hycodan, Dilaudid, Demerol, Percocet, Percodan, Darvon, "Coke", Benzoylcegonine, PCP, "Angel dust", d-Amphetamine, d-Methamphetamine, Amytal, Fiorinal, Nembutal, Seconal, Valium, Librium, Xanax, Tranxene, and "Quaalude".

Consent

No sample will be collected, or test conducted on any sample, without the consent of the person being tested. However, a refusal to submit to a test when asked will be viewed as a policy violation and will subject the individual to disciplinary action, up to and including termination. The Company will pay the costs of all drug and/or alcohol tests it requires of employees and applicants.

Notification and Medical Review

Any individual who tests positive for drugs will be so notified by a Medical Review Officer (MRO) (a medical professional with an expertise in toxicology) and offered an opportunity to explain in confidence any legitimate medical reasons he or she may have that would explain the positive drug test (such as, for example, evidence that the individual holds a prescription for the substance detected). The MRO will in that case offer to conduct a medical interview with the individual who has a positive test result, reviewing the individual's medical history or other relevant biomedical factors, and review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication. The MRO may also request quantitative information of test results or order a reanalysis of the original sample, and decide if a test result is scientifically sufficient. The MRO may declare a test as scientifically insufficient based on available data and conclude that a test is negative. The MRO may also review suspected adulterated, substituted, and dilute specimens and make determinations about their validity.

If the individual provides an explanation acceptable to the MRO that the positive drug test result is due to medical factors other than illegal conduct involving drugs, the MRO will order the positive test result to be disregarded and will report the test as negative to the Company. Otherwise, the MRO will verify the test as positive and report the test result to the Company.

Individuals may request or, in some cases, will automatically be provided with a copy of their own non-negative test results.

Request for a Re-Test

An individual who tests positive for drugs may also ask the MRO to have his or her urine sample sent to an independent certified laboratory for a second confirmatory test, at the individual's expense where the Company will pay the cost of the re-test), and provided that the request is made within seven business days of the date the MRO informed the individual of the positive test result. The Company may suspend, transfer, or take other appropriate employment action against the employee pending the results of any such re-test. If the re-test fails to confirm as positive, the Company will reimburse the employee for the cost of the re-test and the prior test results disregarded.

Samples and Confidentiality of Test Results

Samples will be collected by qualified individuals. Samples will be collected and tested with due regard to the privacy of the individual being tested. However, collection methods will be in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of reliable samples.

Urine specimens will be tested for temperature, and may be subject to other validation procedures as appropriate. Urine, hair, oral fluids (saliva), or other samples may be used for drug testing.

If a urine drug test is reported as negative, but dilute, the Company may request the applicant or employee to submit to another test without notice. In this circumstance, the second test sample may utilize a different test sample such as hair or saliva at the Company's discretion. If a second negative dilute test is reported, the Company may treat the individual as having refused the test.

Tests will seek only information about the presence of drugs and alcohol in an individual's specimen, and will not test for any medical condition.

Collection site personnel will be responsible for maintaining and documenting chain of custody upon receipt of a specimen. The testing facility will be responsible for maintaining and documenting that the proper chain of custody is assured for all samples while in the possession of the testing facility.

The Company will maintain drug/alcohol test results and related information separate from other personnel records.

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Health Examinations

The Company reserves the right to require an employee to provide a doctor's note acceptable to the Company, in the Company's sole discretion, to determine the employee's fitness to perform his or her essential job functions or to protect the safety of others.

Our beer and wine license is an important asset to our business. If you violate these rules, intentionally or not, our license could be lost and you personally could be charged with a crime.

- The minimum age for purchasing or consuming any alcoholic beverage is 21. As license holders, we are responsible for ensuring that no one under the age of 21 consumes any alcoholic beverage on our premises **WHETHER WE SOLD IT TO THEM OR NOT**. Be alert for underage customers who drink beverages sold to older customers or who sneak alcohol into the restaurant.
- Any customer can be required to show proper identification before being served alcohol or opening BYO wine and beer. The only acceptable ID is an unexpired driver's license, passport, military or state-issued ID with a photo and birth date. Match the photo to the person. Check for evidence of alteration to the date of birth. If you suspect that the ID is a fake or looks modified, take it to a supervisor.
- Check the ID of all customers under age 40. People without suitable ID are not to be served unless you know for certain that they are old enough. No one else's assurance is acceptable. It is your job that is on the line, not theirs.
- No one is to be served alcoholic beverages unless they are seated at a table. Each person or group ordering alcoholic beverages must also order a food item. Customers waiting for carryout food items may be served if they are seated at a table.
- No more than three alcoholic beverages (bottles or glasses) will be served per customer. A large bottle of wine may only be served if two or more persons are drinking. No more than one drink may be served per customer at one time, except in Maine where the drink limit is two drinks at one time.
- If you feel that a customer is intoxicated, do not serve or pour that person any additional alcoholic beverages and notify your manager. Your manager or supervisor will help to handle the situation. If necessary, your manager will make every effort to arrange safe transportation for the customer.
- Selling or serving alcoholic beverages before opening or after closing is prohibited. Consumption after closing is determined by the Company and in accordance with state or local laws.
- Notify your supervisor immediately of each incident involving alcohol, such as refusing alcohol service, arranging transportation for a customer or refusing the false ID of a minor. The manager on duty must document the incident (with date, time, name of server, names of witnesses, etc.) and provide the report to the RGM. The RGM will report the incident to the District Manager.

The following guidelines apply for the states in which the Company operates.

Maine

- Minimum age to serve: 17, provided a supervisor 21 or older is on duty
- Cashier minimum age: 17 to cash out sales, with a supervisor 21 or older on duty
- Stop sales: At closing time
- Consume by: 30 minutes after close (remove all bottles/glasses from table)
- Employee Restrictions: An "Alcoholic Beverage Affidavit" must be signed at the time of the employment application. An applicant who cannot sign the affidavit may not be hired. All employees must have a signed affidavit on file.

Vermont

- Minimum age to serve: 18
- Cashier minimum age: 18 to cash out sales
- Stop sales: 12:00 am or closing time, if earlier
- Consume by: 30 minutes after close (remove all bottles/glasses from table)
- Employee Restrictions: All employees must receive training for the sale/service of alcohol and complete the Liquor Control training form. Thereafter, employees will receive additional training in the first quarter of each year. Restaurant General Managers must attend a state training class annually.

Preventing injury to the public and our employees from vehicle accidents is of paramount importance. This policy applies to all delivery drivers as well as other employees who operate personal vehicles for Company business, including running errands and making bank deposits. If it is determined that you do not meet the driving standards of this policy and you remain employed with the Company, you will be required to sign a “Driving Ban” form and may not drive for the Company under any circumstances.

Delivery Driver Standards

Each delivery driver must meet all of the following standards in order to use any vehicle for delivering products to customers (referred to herein as “delivery”).

- Minimum age is 18 or state minimum, if higher.
- A Driver Statement must be signed by you and your RGM before driving a vehicle for delivery.
- You must maintain a current valid driver's license for your state of residence and must always have that license in your possession. Student licenses/learner's permits are not acceptable. You must comply with any restrictions. Tennessee delivery drivers must obtain the “F” (For Hire) Endorsement on their license. A photocopy of your current license will be kept in your personnel file.
- You must have an Acceptable Driving Record as determined by your current Motor Vehicle Report (MVR). An MVR must be on file before driving on deliveries for the Company. Your driving record (MVR) will be checked at hire and at least every six months thereafter to ensure you still have an Acceptable Driving Record. See below for definition of Acceptable Driving Record.
- You must maintain and provide proof of insurance that meets or exceeds state insurance requirements for your state of employment and state(s) in which you operate the vehicle on the Company's behalf (or, if no state minimums are required, than at a minimum you must maintain \$25,000 liability insurance for bodily injury and property damage to others) for all vehicles driven for Company business, and must always have that proof of insurance in your possession. It is your responsibility to advise your supervisor of any change in insurance status immediately. You are required to provide new proof of insurance prior to the expiration of the present policy to verify continuous insurance coverage. A new Driver Statement and Vehicle Safety Checklist must be completed at that time.

If you operate more than one vehicle for delivery you must provide proof of insurance on all vehicles you use. If you have a change in the vehicle(s) you use for delivery, before using it you must provide a new proof of insurance and complete a new Vehicle Safety Checklist. A photocopy of your proof of insurance will be kept in your personnel file.

- You must complete the current Delivery Driver Training Program before driving.
- You must provide such information as may be required from time to time to comply with Company, Department of Motor Vehicles or other governmental agency requests, including state vehicle safety regulations.
- All vehicles you use for delivery must pass the Vehicle Safety Checklist at the time of your hire and routinely thereafter.

Management will not knowingly permit the operation of any vehicle by a driver that fails to meet these standards.

General Driver Standards for all employees

Anyone driving for Company business, other than delivery to customers (who are covered by the above requirements), must meet all of the following standards in order to use any vehicle for Company business whether they drive routinely (e.g. going to the bank) or infrequently (running an errand occasionally).

- Minimum age is 18 or state minimum, if higher.
- Driver Statement must be signed by you and your RGM before driving a vehicle for Company business.
- You must maintain a current valid driver's license for your state of residence and must always have that license in your possession. Student licenses are not permitted. You must comply with any restrictions. It is your responsibility to immediately advise your supervisor of any change in your driver's license.
- You must have an Acceptable Driving Record as determined by your current MVR before driving for the Company. MVRs will be updated at least every six months for all management personnel and others routinely driving on Company business.
- You must maintain and provide proof of insurance that meets or exceeds state insurance requirements for your state of employment and state(s) in which you operate the vehicle on the Company's behalf (or, if no state minimums are required, than at a minimum you must maintain at least \$25,000 liability insurance for bodily injury and property damage to others) for all cars driven for Company business and must always have that proof of insurance in your possession. It is your responsibility to advise your supervisor of any change in insurance status immediately.
- You must comply with Company, Department of Motor Vehicles or other governmental agency requests, including state vehicle safety regulations.
- Your vehicle must pass any vehicle inspections standards imposed by any responsible governmental agency from the date of your hire and routinely thereafter.

Driver Conduct

You are expected to operate your vehicle in a safe and courteous manner. This requires respect for other vehicles and their operators, compliance with all traffic regulations and common sense in weather and traffic related conditions. It is important that you are courteous to our customers and other citizens and that you conduct yourself in a manner that maintains a positive image of Pizza Hut. You must:

- Always wear a seatbelt.
- Not use headphones or earphones for listening to music, the radio or tapes.
- Not carry passengers except on-duty employees or other persons required to ride in the vehicle to conduct Company business.
- Not smoke (including electronic cigarettes), chew tobacco, eat or drink while operating the vehicle as a delivery driver.
- Not use a cell phone while driving, except when in a safe designated parking area or, in emergencies, when pulled off on the shoulder of a highway.
- Never enter the home of a customer to make a delivery.
- Comply with all applicable traffic laws.

Employees who are charged with traffic violations, or cause accidents or injuries while driving will be solely responsible for all liabilities, fines, etc., that result, to the extent permissible under the law.

Unacceptable Driver Conduct

You will be subject to immediate suspension from all driving responsibilities and disciplinary action, up to and including immediate termination, in the Company's sole discretion for any of the following:

- Failure to report to your supervisor any on-duty accident, regardless of fault or severity, within 24 hours of its occurrence.
- Driving with a suspended or revoked license.
- Possession of firearms or weapons while on Company business.
- Possession of alcohol or illegal substances while on Company business.
- Driving a vehicle on Company business under the influence of alcohol, illegal substances or medications that may affect driving ability.
- Use of a radar detector while on Company business.
- Conviction of a Disqualifying Event. (See definition of Disqualifying Event below.)
- A Preventable Accident while on- or off-duty that results in bodily injury to anyone. (See definition of Preventable Accident below.)
- A Disqualifying Accident while on- or off-duty. (See definition of Disqualifying

Accident below.)

- Driving on Company business without sufficient liability insurance on the vehicle you are driving or failing to notify your supervisor of any change in insured status.

This policy covers all on-duty and off-duty moving violations and accidents, whether they occurred on or off the job.

Accident and Moving Violation Reporting and Follow-up

All vehicle accidents and moving violations, whether on-duty or off-duty, must be reported to your supervisor immediately, regardless of fault or extent of injury or property damage. Your supervisor will notify the President of the Company and complete appropriate paperwork as required by the Director of Management Resources. The Company will conduct an investigation to determine whether the accident is Preventable or non-Preventable and whether the accident or moving violation is Disqualifying. You may be required to complete remedial driver training prior to returning to full driver status.

You are responsible for reporting accidents in your personal vehicle to your insurance carrier. **The Company is not responsible for physical damage to your vehicle if you have an accident while driving for Company business.** All physical damage repairs or replacements are between you and your insurance company.

Maintenance of Vehicle

Your vehicle must meet all federal, state and local safety standards. In states with formal vehicle safety inspection programs, your vehicle must have a currently valid state safety inspection sticker. You are responsible for the maintenance and safety condition of your vehicle. Safety is paramount for our employees that drive on Company business and the public. Do not operate a poorly maintained or unsafe vehicle.

Driver Standards

You will be allowed to drive for the Company only if you meet the acceptable driving record standards as determined by your current MVR.

Definitions

"Acceptable Driving Record" is as determined by the Company and its insurance underwriters in their sole discretion, based on your current MVR and other factors. Interpretations of this policy will be made by the President of the Company in conjunction with the insurance underwriters. Any questions or concerns about an MVR should be referred to the President of the Company.

"Disqualifying Events" include, but are not limited to:

- Leaving the Scene of an Accident
- Driving While Intoxicated or Under the Influence of Drugs or Alcohol
- Illegal Transportation or Possession of Alcohol or Drugs
- Fleeing a Law Enforcement Officer
- Reckless/Careless/Negligent Driving

- Drag Racing or other speed contests
- Felony Use of a Motor Vehicle (includes non-permissive use)
- At fault in a fatal accident

"Preventable Accidents" are those accidents in which the driver failed to do everything he/she could have reasonably done to avoid the accident. In general, accidents will be preventable, according to National Safety Council standards, if any of the following factors contributed to the accident:

- Driver made a specific driving error.
- Driver failed to use good judgment.
- Driver failed to drive defensively.
- Driver in violation of traffic law or Company policy.

Accidents will be classified as preventable or non-preventable upon review of the facts by the insurance underwriter and the President of the Company of finance.

A "Disqualifying Accident" is any preventable accident involving any bodily injury to anyone. Other Preventable Accidents may be classified as Disqualifying Accidents if substantial property damage or significant driver neglect is involved.

Delivery Driver Training Program

All delivery drivers will receive the following safe driver training:

- New Driver Orientation/Training – Prior to the first delivery, new drivers will review delivery driver training modules with the Restaurant General Manager and demonstrate comprehension of the material.
- On-the-Road Training – Conducted by the Restaurant General Manager, Assistant Manager or a designated driver trainer, knowledgeable in delivery operations, delivery trade area and safe driving and delivery procedures.
- New Driver Management Ride-A-Long – New drivers will be accompanied by a management person or representative on the new driver's first delivery. The purpose is to:
 - Reinforce driver safety training.
 - Encourage defensive driving attitudes.
 - Assess the safety condition of delivery vehicle.
- Remedial Driver Training – Drivers who experience any driving accident are required to review delivery driver training material with the RGM and be subject to delivery driver observations before returning to full driving duties.

Smoking and Tobacco Products

We are committed to providing a safe and healthy work place and we recognize the adverse health effects of tobacco and the hazards of environmental tobacco smoke.

Smoking (including electronic cigarettes) or chewing tobacco is prohibited:

- Anywhere on Company property if you are under the age of 18.
- In all areas of the building, including but not limited to private offices and restrooms.
- In view of customers.
- In areas where food is prepared, stored, distributed or served.
- In Company-sponsored off-site conference and meeting rooms.
- In Delivery vehicles while operated on Company business.
- Within 20 feet of the building in Maine.

A smoking area outdoors, out of view of customers and adequately ventilated will be designated by your manager.

The Company does not have a legal responsibility to make smoking areas available to employees or to provide smoking breaks. Additional breaks are not provided to smokers. Smoking breaks must be approved in advance by the manager on duty and will not be granted during busy periods. It is not acceptable that either smoking or non-smoking employees or customers are subjected to smoke that they must walk through to reach their vehicles or any other destination on Company premises.

Smokers must dispose of the remains in the proper containers to keep a neat and clean environment for all employees and our customers.

Cigar or pipe smoking or chewing tobacco is prohibited on Company premises.

All employees must wash their hands upon returning from all breaks.

Customers

Smoking, including electronic cigarettes, is prohibited in all Company owned restaurants.

To avoid disruption of Company business and prevent unnecessary annoyance or possible embarrassment to Company employees, soliciting of any kind is not permitted during the working time of either the employee who is soliciting, or the employee who is being solicited. Distribution of merchandise or literature in working areas is not permitted at any time.

Employee No Solicitation Policy

Solicitation of any kind by one employee of another employee is prohibited while either the employee doing the soliciting or the employee being solicited is on his/her working time. Working time is defined as that time when employees are expected to be working and does not include time before work, during breaks, meal periods or time after work.

In addition, solicitation is prohibited at any time in customer service or customer seating areas of the restaurant during hours when the restaurant is open to the public and customers are present.

Employee No Distribution Policy

Distribution by one employee to another employee of advertising material, handbills, printed or written literature of any kind is prohibited while either the employee doing the distribution or the employee to who the distribution is directed is on his/her working time. Working time is defined as that time when employees are expected to be working and does not include time before work, during breaks, meal periods or time after work.

In addition, distribution of advertising material, handbills, printed or written literature of any kind is prohibited at any time in work areas or in customer service or customer seating areas of the restaurant.

Non-Employee No Trespass Policy

Solicitation, distribution of literature or trespassing by non-employees on our premises is prohibited.

Under no circumstances are non-employees allowed to solicit or distribute merchandise or literature on Company premises at any time. If you see this occurring, tell your supervisor immediately. Postings in the unit by outside interest groups must have prior approval of the President of the Company.

Bulletin boards are for Company business only.

Violation of this policy will lead to disciplinary action, up to and including termination of employment.

Telephone Monitoring

During the ordinary course of business, the Company may monitor and record telephone conversations over business phones. Members of the management team or others authorized by the Company may listen to calls to ensure employees are being respectful and responsible to customers or for other legitimate business purposes. Business calls may also be monitored for training purposes to enhance customer service and suggestive selling skills and provide feedback for job performance as needed. If at any time during the monitoring process, a personal call is identified, the monitoring will immediately be suspended. However, an excessive level of non-business related phone calls may result in disciplinary action, up to and including termination.

Personal Calls / Cell Phones

Personal phone calls should not be made or received during working time. In case of emergency or legitimate need, get your manager's permission. You must charge emergency long distance personal calls to your own credit card or phone number.

If you bring your cell phone or pager to work, it must be turned off or in silent mode and must be kept out of view of customers. Cell phones may not be lying around on counters or charging in the restaurant. You may use your phone on an approved meal or rest break. RGMs are not required to carry cell phones but are permitted to use a cell phone for business purposes, if they choose.

Delivery drivers are not required to carry cell phones but are permitted, if they so choose, to use a cell phone to call the restaurant to get directions or to resolve other work-related problems while they are making a delivery. However, drivers MUST pull off to a safe area and stop prior to using a cell phone. Personal cell phone calls are not to be made by delivery drivers while on duty and employees may not use the cell phone to make or receive calls, check social media, text message etc. while driving. In addition, when a driver returns to the restaurant, he/she must turn off the cell phone or place it in silent mode unless immediately departing for another delivery.

Cell phones are not food-safe so for that reason, you must wash your hands anytime you touch a cell phone.

Any use of a cell phone in violation of this policy or that interferes with customer service, will lead to disciplinary action, up to and including termination of employment.

Customers are not allowed to use our business phone, except in an emergency, or in special situations, such as a child needing a parent to pick him/her up, etc.

Pizza Hut is a family restaurant. We must present a wholesome image to our customers; therefore, any jewelry, article of clothing, style of dress, or grooming approach that our customers might find offensive or inappropriate is strictly prohibited.

The complete, standard uniform must always be worn while on duty. Uniforms must be clean, unwrinkled, properly fitted and in good condition.

The District Manager or President of the Company has discretion over what is considered appropriate in accordance with this policy

STANDARD UNIFORM

- **Shirt:** An approved management shirt for managers and shift leaders that is tucked in. For team members, an approved t-shirt. T-Shirts may be worn untucked for team members. A solid-color shirt may be worn under the uniform shirt.
- **Pants/shorts/skirts:** Management may wear blue or black denim jeans or black “Docker style” slacks or skirts. Team members may wear blue or black denim jeans or black “Docker style” slacks, shorts or skirts. Clothing must be of a professional fit, not too tight or baggy. They should not drag on the ground or have embellishments, such as jeweled studs.
 - Unacceptable fabrics include sweat, spandex, or leather materials. Pants and shorts must not hang below the waist. Clothing cannot have tears, rips, patches, frayed hems, or excessive buckles, rivets, snaps, pockets, loops or zippers.
 - Shorts/skirts must not be more than two inches above the knee.
- **Apron:** An approved Pizza Hut apron, clean and in good condition, must be worn. A full bib apron is required in food production areas; a half or full apron may be worn for front of house service.
- **Shoes:** Must be dark, slip-resistant, covered shoes, in good repair. Socks or hose must be worn with shoes.
 - Shoes for Crews, Payless, Walmart, etc., all carry slip-resistant shoes.
- **Name badge:** An approved name badge must be worn at all times. Management will have a specific name tag.
- **All clothing:** Must be clean, in good condition. Clothing must be properly hemmed, with no fraying.

HAIR & HAIR RESTRAINTS

- Hair must be kept clean, restrained and pulled away from the face. Hair longer than the base of the neck (including ponytails, braids and buns) must be restrained and worn to effectively keep the hair from contacting food and/or food contact surfaces.
- Goatees, mustaches and beards must be clean, neatly groomed and an appropriate color. Beard must be neatly trim and not longer than ½ inch. Beard nets may be required.
- **Production:** Anyone working or training in production, including management, must wear a Pizza Hut hat, bill facing forward, or hairnet. Working in production means preparing any type of food, finished or unfinished.
- **Drivers:** Must wear an approved Pizza Hut hat.

JEWELRY

- One ring or ring set on one hand. If preparing food, a glove must be worn over a ring with a stone.
- Watches or wrist bands are allowed only while performing non-food-handling tasks.
- Earrings are allowed but must be securely fastened and must not be larger than one-half inch below the earlobe. Gages in the ears must not be larger than a ½ inch.
- Chains and necklaces must be worn inside your clothing.
- A single (1) facial piercing is allowed. It must be small, no larger than ¼ inch and does not present safety concerns. Any piercings that prevent a team member from performing his/her job safely and effectively are not acceptable.

PERSONAL GROOMING

Personal hygiene/cleanliness and proper dental care are essential. This includes cleanliness, a neat appearance, and assuring no body odors or bad breath.

FINGERNAILS AND FALSE EYELASHES

Natural fingernails should be kept neat, trimmed and an appropriate length. Natural fingernails adorned with decals, gels or polish as well as false fingernails must be covered with gloves when preparing food.

False eyelashes are not allowed.

MISCELLANEOUS

Vulgar, obscene, threatening or patently offensive tattoos, as determined by management, must be covered while on duty.

Any jewelry, clothing or other personal grooming item that poses a possible safety or sanitary hazard is prohibited.

Local health codes may impose additional standards.

The Company is not responsible for any loss of your personal property, whether by robbery, theft, accidental loss, fire, carelessness or other casualty. This includes but is not limited to cash, jewelry and items of sentimental value. Employee losses are not covered by the Company's insurance policies. You are responsible for taking precautions to ensure the safety of your personal property.

You are encouraged to bring only essential items to work and to leave purses, backpacks and valuables at home or locked in the trunk of your car.

To safeguard our employees, customers and property, the Company reserves the right to conduct a search of any employee for legitimate, business-related reasons, including, but not limited to, prevention or detection of:

- Attempted theft or the removal of property or proprietary information.
- Suspicion of workplace substance abuse or possession of weapons, illegal substances or property on Company premises.
- Workplace violence.
- Violation of Company policies and rules.

The Company reserves the right to question employees and to conduct a reasonable search of any personal property, such as a package, bag, purse, backpack, pocket, briefcase, parcel, lunch box, tool box, computer case, vehicle or other similar property or effects when any of these are on Company property, time or business. The Company also has the right to search and inspect any desk, file cabinet, computer file, e-mail, telephone voice mail, locker, storage area, work area, and all other property supplied or made available by the Company. Reporting for work or entry onto Company property will be deemed consent to search and inspection as a condition of employment.

District Manager, President of the Company or President of the Company approval is required prior to any search. Searches will be conducted by at least one management employee, with at least one additional employee serving as a witness. The Company will never conduct strip searches or body searches, but employees may be asked to empty their pockets or remove outerwear such as jackets or sweaters. All searches will be conducted in a respectful and professional manner.

You should avoid bringing any items to work you would not want to be discovered in the event of a search under this policy. Items found in the course of a search that violate the law or Company policies will result in disciplinary action, up to and including termination (and may be turned over to law enforcement authorities). Refusal to cooperate with a search or investigation will be deemed a voluntary termination of employment with the Company.

Our success depends upon the quality of the relationships between the Company, our employees, our customers, our suppliers and the general public. Our customers' impressions of Pizza Hut and their interest and willingness to purchase from us is greatly formed by our employees who serve them. You are our ambassador. The more goodwill you promote, the more our customers will respect and appreciate you, Pizza Hut and Pizza Hut's products and services.

Complaints, suggestions and questions from customers must be answered promptly and courteously. Make every effort to let customers know that we value their patronage. If you receive a complaint, listen courteously, express gratitude for the feedback and apologize for the inconvenience to the customer.

If you are comfortable handling the complaint, determine the action that is necessary to satisfy the customer, e.g., product discounted or no charge to the customer. Do not hesitate to call your supervisor for help or advice at any time.

If the customer asks for the name and telephone number of the office or the supervisor, these must be given without hesitation. The name and work telephone number of the manager, District Manager and the President of the Company should be supplied if requested.

Each written complaint will be followed up with a letter of apology from the District Manager or President of the Company and will be further addressed by the District Manager or the President of the Company, as appropriate.

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Customer Accidents or Illness

If a customer has an accident or becomes ill or tells you he/she had an accident or has been ill, notify the manager on duty immediately. Express concern for the customer, but do not apologize, do not make any incriminating statements or comments, do not promise medical treatment and do not admit blame or liability. Let your supervisor or the manager on duty handle the incident.

This policy applies to all types of social media platforms and communication tools that exist now or may exist in the future (collectively referred to as “Social Media”), such as:

- Blogs and online message board forums (e.g., Ning and Blogger)
- Wikis (e.g., Learning Zone and external sites such as Wikipedia and other similar sites where text can be posted)
- Multimedia or user-generated media sites (e.g., YouTube)
- Social networks (e.g., Facebook, MySpace, Linked In, Twitter, Ning)
- Virtual worlds (e.g., Second Life)
- Text messaging and mobile device communications

The Company generally does not seek to know about or in any way control your activities outside of work, except where the activities in some way affect the Company or the workplace.

- Maintain the confidentiality of the Company’s trade secrets and Confidential Information. Trade secrets include information such as the development of systems, business processes, products, know-how and technology. Confidential information includes, for example, non-public information about the Company or its operations, information about business partners, authors, suppliers, competitors, and the Company's attorney-client communications. Any information that should not be disclosed in a conversation, note, or an email may also not be disclosed through social media. Employees should refer to the Confidentiality Policy in the Manual and any Confidentiality Agreement that they may have executed with the Company.
- Do not create a link from your blog, website or other social networking site to a Company website without identifying yourself as a Company employee.
- Express only your personal opinions and do not speak on behalf of the Company. If the Company is a subject of the content you are creating, be clear and open about the fact that you are an employee and that your views do not represent those of the Company, fellow employees, suppliers, vendors or other organizations or individuals working on behalf of the Company.
- Do not post statements, or any image or video, that are vulgar, obscene, threatening, intimidating, knowingly or recklessly false, or a violation of the Company's policies against discrimination, harassment, or hostility on account of age, race, religion, sex, veteran status, ethnicity, nationality, disability, or other protected class, status, or characteristic. Examples of these types of comments include, but are not limited to, comments that threaten harm to a co-worker or that contain racial slurs.
- Do not photograph or record customers or post information, photos or videos of customers, including comments on eating habits, tips etc.

Failure to comply with this Policy could result in disciplinary action, up to and including termination of your employment, and in certain circumstances, civil and/or criminal liability.

The Company may monitor postings and will report any crimes, including theft, vandalism, health code violations and food tampering / safety issues, to the proper authorities.

Cash/Inventory Control

Any misuse or personal use of Company funds, inventory or assets is strictly prohibited. This includes, but is not limited to, the following prohibited actions:

- I.O.U.s in the cash register or change fund, or the borrowing of money.
- Any form of floating cash receipts or change funds.
- Giving cash back on a debit or credit card transaction.
- Manipulation of customer payments, coupons, gift cards and discounts, including giving coupons to customers without RGM approval.
- Intentional understatement or non-entering of orders or miscellaneous receipts into the computer system.
- Manipulation of guest checks after the order entry is completed (only the manager on duty is authorized to make change downs, line item voids and guest check voids).
- Attempting to conceal cash shortages or inventory shortages.
- Borrowing or selling any product or equipment for personal use or gain.
- Disposing of records related to cash control, i.e. deposit tickets, cash count worksheets, promo records and coupons.
- Use of a personal or customer credit card for other than a product purchase.

Checks

- Accepting checks (We Do Not Accepts checks)
- Accepting third-party checks.
- Cashing payroll checks.
- Accepting a check for the sale of gift cards (only cash or credit cards may be accepted for gift card sales).

Delivery Driver Change Fund

- Carrying in excess of \$20 cash on each new delivery run. ("Driver drops" must be made after each delivery run to bring the cash carried down to \$20.)

Reporting of thefts, missing deposits or missing inventory/assets

- Employees must immediately report any information regarding violations of this policy to the manager-on-duty or District Manager, who will in turn notify the President of the Company to assist in an investigation.
- Any investigation or coordination with law enforcement authorities should be directed by the President of the Company.

Cash Controls

- Cash counts of all funds must be performed in the morning, at every shift change of MODs and the end of day. It must be conducted by 2 employees. 2 MODs or 1 MOD and an employee.
- Cashiers or any employee given access to a cash drawer, must count their drawer prior to the start of the shift with the MOD and then must count it again after their shift is over. No other employee, including managers will be allowed access to their

cash drawer.

- If the MOD is assigned to the cash drawer, they must verify the cash prior to the start of the shift and at shift change with oncoming manager.
- Passwords and codes to access the cash functions cannot be shared. Doing so compromise cash controls and will result in disciplinary actions up to and including dismissal.
- Any cash shortage greater than \$5 will result in documentation. This documentation must be sent to the DM. They will forward to the President of the Company. Repeated documented shortages can result in dismissal. The documentation will be attached to the cash count sheet for the day.
- Any cash shortage greater than \$30 can result in immediate dismissal. The shortage needs to be brought to the attention of the President of the Company and an investigation will be conducted.
- Any cash shortage greater than \$50, at the discretion of the President of the Company will require the MOD to contact the local authorities.
- At the discretion of the President of the Company, American Dream Restaurants LLC can pursue criminal charges for cash shortages.

Video Camera Surveillance of the Workplace

To increase the level of safety and security for the Company, customers and employees, and to monitor the workplace environment, the Company may use video cameras in some of its business locations. The video cameras will be located in conspicuous locations and will not be installed in or near restrooms. The video cameras will not record sound. Employees should expect to be monitored by the video cameras.

The video recordings and their contents are the sole property of the Company. The contents of the video recordings are confidential and may only be viewed by a Restaurant General Manager, District Manager, President of the Company, or corporate officer of the Company, or others authorized by a corporate officer.

Video recordings cannot be copied nor removed from the restaurant without the written permission of the President of the Company.

The video cameras cannot be relocated without the written permission of the President of the Company.

You are responsible for your own transportation to and from work and performing the requirements of your job. Employees are not required to provide transportation to other employees and employees should be mindful of the burden such a request may place on a co-worker. The Company is not required to adjust schedules to allow employees to ride together.

Management employees should not request rides to or from work with subordinates, because the subordinate may not be comfortable denying the request or may believe it is a work-related requirement and, therefore, should be on the clock. Exceptions must be approved in advance by your District Manager.

You should never ask another employee for a ride to perform a work-related task (e.g., making a bank deposit, delivering pizzas, shopping for supplies or products, etc.).

You should never ask another employee to give someone else a ride. No employee "on the clock" should ever give someone else a ride to or from work.

The Company reserves the right to conduct a background check on any applicant or employee at any time during your employment, as deemed necessary and appropriate in accordance with applicable law. We will fully comply with all applicable laws governing requests for, the use of and handling of such information. Falsification of information by you on any Company document may result in disciplinary action, up to and including termination.

You are required to sign a background authorization form at the time employment begins. Additionally, we may require you to sign a new authorization form at any time during your employment, consistent with applicable law.

During your employment, if you are convicted of a crime, you must provide written notice to your supervisor within five days. The manager must immediately report the information to the District Manager or President of the Company. Consideration of the conviction will be conducted in accordance with applicable law, including state and federal anti-discrimination and privacy laws. We are an equal opportunity employer and will comply with applicable federal, state and local laws relating to the consideration of criminal history information and use of background checks for employment purposes.

#519

Media Relations

To ensure that the Company communicates with the media in a consistent, timely and professional manner about matters related to the Company, you should immediately notify the District Manager or the President of the Company. At no time are you permitted to speak on behalf of the Company and **YOU MAY NOT ANSWER ANY QUESTIONS** on the Company's Behalf. Instead, you should tell the person: "I am not authorized to speak for the Company. Please leave your name and number and I'll pass it along."

Tip Reporting

Tips are considered part of your wages. By providing excellent service to our guests, tips may substantially increase one's income. Tips are a part of taxable income -- almost like receiving a paycheck every shift worked. Applicable law requires you to report all of your tip income. Because no taxes are withheld from this cash, the appropriate tax amount will be withheld from the earnings received on your paycheck.

Solicitation of Tips

The Company is committed to providing excellent customer service to its guests. Guests, in appreciation of receiving excellent service, may give tips or gratuities to the service staff. Employees should remember at all times that gratuities are gifts from guests, and that while some guests may choose to leave a tip if they feel it is deserved, guests are not required to tip. Regardless of whether guests leave a tip or not, they are entitled to fast, friendly and personalized service each time they visit the Company.

Employees are strictly prohibited from soliciting tips from guests, including but not limited to requesting that: (1) guests leave a certain tip amount, (2) guests leave their tips in a certain form, or (3) guests leave a tip at all. Violations of this policy will not be tolerated and shall result in disciplinary action, up to and including termination.

Appendix for Supervisors and Managers

Depending on the circumstances, the Company may consider a former employee for re-employment. Such applicants are subject to our usual pre-employment procedures (completed application, pre-interview testing, background check, etc. – see Policy #3300), and if hired, must complete orientation and all new hire paperwork. To be considered, an applicant must have been eligible for rehire at the time of the previous termination.

Reinstatement of Benefits

In the event you return to work for the Company, regardless of the length of your previous employment and length of time since you terminated your employment, your benefits will accrue as if you were a new hire, unless plan documents or other laws provide otherwise.

Approval Process

All rehires and transfers below the level of RGM (except “student comebacks”) must have approval to hire as follows:

- Y or Yes status: requires approval from your District Manager.
- N or No status: requires approval from your President of the Company.
- NN or No status: applicant is not eligible for rehire.

The District Manager must check the rehire status of the applicant at InfoSync before granting approval. (The RGM may check the rehire status before calling the DM for approval.) The RGM view of the rehire query will not provide reasons for termination but if needed, you may contact your District Manager for more information. After approval, any rehire candidate for a management position must have a background check submitted and approved by the President of the Company before hiring.

A transfer or rehire of a Restaurant General Manager or levels above must have the approval of the President of the Company.

Employee Rehire Query Database

To access rehire status of a former employee, log on to Infosync. Enter the social security number of the applicant. The query will return the following information:

- Store # and name
- Employee name and previous position
- Last start date and term date
- Rehire status – Y (Yes) or N (No) or NN (No)
- TMRI / TMA status – Scores for FOH, BOH and TOTAL and date of last test.

Information provided in this database is for internal use only. Do not give this information to the applicant or anyone outside our Company. You should contact the DM President of the Company if a former employee cannot be found.

#1001

Promotions to Management Positions

No one under the age of 18 may be hired for or promoted to a managerial position (shift leader or higher) or assigned managerial or supervisory responsibilities, even if on a temporary basis.

Due to various franchise agreements, neither the Company nor the franchisor will, directly or indirectly, employ or try to employ anyone who is currently, or was at any time during the prior 6 months, employed in a managerial position (RGM or above) by the other party, its subsidiaries or by any other franchisee within the system. Written consent from the party who is or was the employer of the individual will constitute an exception to this policy.

Requests for consent, where required, will be made only by the President of the Company and will be addressed in writing to the franchisor's President of the Company of Franchising or the principal operating officer of another franchisee. Any written consent issued by the Company may only be given by the President of the Company.

It is important to observe this policy because violation may subject the Company to substantial penalties.

#1003**Employee Information and Reference Check Disclosure**

All requests for information on current or former employees must be referred to InfoSync, (316) 685-1622.

Regardless of the caller (law enforcement personnel, state unemployment agencies, mortgage companies, etc.) you should refer the request to InfoSync.

InfoSync, when contacted for a reference on a former employee, will respond and only provide limited information as follows:

- "Yes, the person has worked for our Company" or "No, the person has not worked for our Company"
- Date of hire
- Date of separation (the word termination should not be used because it could imply the person was involuntarily terminated)
- Rate of pay upon hire)*
- Rate of pay upon separation)*
- Job title at time of hire
- Job title at time of separation

*Salary information will only be released upon written consent of employee and then only in accordance with applicable law.

We will not provide whether the separation was voluntary or involuntary or whether the person is eligible for rehire. No letters of recommendation will be written without the prior approval of the President of the Company.

Information on Current Employees

No information on a current employee may be provided by the Company without a request in writing that includes the written permission of the employee. If you are contacted by anyone requesting information (including work schedules, telephone numbers, addresses, etc.) or references on a current employee, you should refer the President of the Company. However, the Company will cooperate with law enforcement officials or local, state or federal agencies in accordance with applicable law, or in response to a subpoena, in accordance with applicable law. Requests for information must be provided to the President of the Company for handling.

Your observance of this policy will reduce the possibility of legal action against the Company and protect the privacy of our current and former employees.

All employees of the Company are employees at will and their employment may be terminated by the Company without cause and without notice. However, the Company prefers to maintain a steady work force and to keep terminations to a minimum. To that end, supervisors are encouraged to inform employees of unacceptable performance and to use documented warnings where appropriate.

To ensure that termination decisions are made consistently and equitably, supervisors must discuss terminations with the Restaurant General Manager and get the President of the Company approval, preferably at least 24 hours before any action. In those cases where employee misconduct requires immediate action, the employee should be suspended until the manager can discuss the termination with the President of the Company. Unless previously approved, terminations should be conducted by the Restaurant General Manager, District Manager or President of the Company.

It is the supervisor's responsibility to keep documentation of unacceptable performance and to complete the proper termination form.

A terminating employee is not entitled to earned personal day pay under Policy #300, unless required by the state. You need check with the President of the Company.

You should complete the employee's "Notice of Termination/Resignation" prior to meeting with the employee. If you have questions about how the form should be completed or if the termination involves discrimination, harassment, illegal activities, etc., please call your District Manager or President of the Company.

This form must be completed in full for every employee, on or before the first day of work and approved by WSC before orientation begins. **If the employee arrives on the first day without the required documents, the orientation must be rescheduled and you must not allow the employee to clock in or complete any paperwork.**

- **Section 1 – Employee.** A newly hired employee must complete, sign and date Section 1 of the I-9 Form on or before the first day of work.
(Note: If the employee is unable to complete Section 1 on his or her own, you may assist the employee; however you must then complete and sign the “Preparer/Translator Certification” section. This certification may be used only if the employee is unable to complete Section 1 on his or her own. The employee must still sign Section 1 personally.)
- **Section 2 – Employer.** The manager must see proof of identity and work eligibility as outlined in Section 2 of the form, List A or Lists B and C. **All documents presented must be original and unexpired (a certified copy of birth certificate is acceptable).** If the employee is unable to produce a required document, he or she must produce a receipt that shows he or she has applied to replace a document that was lost, stolen or damaged for the document. The employee must then produce the required document within 90 days of hire. Do not make or keep copies of any documents. (If the employee provides documents from List A and List B or C, you should only use one or the other. Do not complete List B or List C, if you complete List A.)

After viewing these documents, the manager must record the document title, issuing authority, document identification number, expiration dates (if any), and the first day of employment. The manager must then sign, print his or her name and job title, record the unit number and date the form in the certification area in Section 2.

- The I-9 Form must be scanned to “I-9 Forms” and approved by WSC before orientation begins. The original I-9 Form must be sent to WSC in the next period end packet. No copies of I-9 Forms should be kept in the store.
- If you are unsure about a supporting document, scan to email a copy of the document to the President of the Company, who will review the document and email or call you with an answer.
- If these are completed incorrectly or there are any documents missing, WSC will e-mail the District Manager and President of the Company and immediately contact the manager that the employee should not be allowed to work. The I-9 Form must be immediately corrected and rescanned to WSC for approval.

The RGM is responsible for assuring the proper and timely completion of the I-9 Form for every new hire. Failure to complete these forms as required will be cause for disciplinary action, up to and including termination.

All managers and supervisors must comply with the applicable federal and state child labor laws, without exception. Anyone violating these laws may be terminated immediately.

- Never hire anyone under the age of 16 to do anything for your unit, including mowing the lawn or washing windows.
- Under no circumstances should anyone under the age of 18 be allowed to operate a motor vehicle for the Company, including running errands.
- No one under the age of 18 may be hired for or promoted to a managerial position (shift leader or higher) or assigned managerial or supervisory responsibilities, even if on a temporary basis.
- Employees under the age of 18 cannot:
 - work in a unit alone.
 - be assigned closing duties, unless there is a manager on duty.
 - be given keys to a unit.
 - take a deposit to the bank.
- Employees under the age of 18 are prohibited from using, cleaning or repairing mixers, slicers and other dangerous equipment.
- Employees under the age of 18 are prohibited in some states from handling alcoholic beverages or containers (see your state below).
- Employees under the age of 18 may be restricted in the hours they can work.

The following guidelines apply for the states in which the Company operates. If you need further clarification or have other questions not addressed here, you should contact the President of the Company.

Vermont

- Alcoholic beverages: 16 and 17 year olds may not prepare, serve or sell.
- No restrictions on breaks or quitting times.
- No limits on daily or weekly hours.

Maine

- Alcoholic beverages: 16 year olds may not serve; 17 year olds may serve only if someone age 21 or older is supervising.

- Breaks: A 30-minute break is required after 6 consecutive hours (for minors and adults); no break required if less than 3 employees are on duty or a signed Break Waiver Agreement is on file.
- Quit times: 10:15 pm on school nights when there is school the next day.
12:00 am on days where there is no school the next day.
- Work week: All hours calculations based on Wednesday through Tuesday.
- Maximum hours (cannot work more than 24 hours in any week with 3 or more school days and not more than 6 days when school is not in session)):
 - When school is in session – 24 hours per week, up to 6 hours per day on a school day OR 8 hours on the last school day of the week.
 - When school is not in session (weekend, holiday, vacation or workshop) – 50 hours per week, up to 10 hours per day (school must be out entire week).

Minor employees may NOT be called in to cover shifts without RGM approval.

Note: The above restrictions apply even if the minor employee is married and/or has children. Once a minor turns 18, the child labor laws no longer apply, even if still in school.

Exemption for minors (hourly restrictions do not apply) with proof as follows:

- Emancipated, quit school or working towards a GED – Must provide a letter from Superintendent of Schools (not a school administrator) stating minor is no longer in school, and if under 17, that minor has been waived from compulsory education laws.
- Graduated or GED – Must have copy of diploma or GED certificate on file.

#1007

Compensation/Bonus Plans

No compensation plan, bonus program or cash incentive plan will be implemented without prior written approval from the President of the Company.

All raises below the level of Shift Leader must be approved in advance by the District Manager. All raises for Shift Leaders and above must be approved in advance by the President of the Company.

#1008

**Hours and Schedules for Restaurant General Managers
and Salaried Assistant Managers**

The weekly scheduled and actual hours worked for Restaurant General Managers (RGMs) and Salaried Assistant Managers (SAMs) should reflect not less than 48 hours per week. RGMs/SAMs must schedule themselves and work a minimum of five days per week (or use personal days in combination with days worked to equal five days). This schedule must include working at least eight peak revenue periods per week, of which at least four are from Friday through Sunday. There must be at least three evening peak revenue periods, of which two are on Friday, Saturday or Sunday. RGMs/SAMs must clock in daily when they begin working and clock out daily when they stop working to accurately record the time worked.

Peak revenue periods consist of shifts that include, but are not limited to:

11:30 AM through 1:30 PM and 4:00 PM through 7:30 PM.

Any exception to this must be approved in advance by your District Manager.

The Company will reimburse you for legitimate, reasonable, substantiated and necessary expenditures incurred in the performance of job related duties. Our guidelines follow IRS regulations.

Travel expenses will be reimbursed if they are:

- Ordinary and necessary;
- Incurred while traveling away from home overnight;
- Mileage for travel incurred for Company business;
- Properly documented on the Company's expense report form; and
- Submitted within 30 days from the date they are incurred.

Examples of reimbursable expenses that meet the above tests:

- Travel should be economy or coach only. Travel or baggage insurance is not reimbursable.
- Taxi fares, reasonable tips or rental car expenses.
- Baggage handling charges and associated reasonable tips.
- Cost of lodging.
- Reasonable dry cleaning and laundry when away from home over 5 days.
- Reasonable daily meal expenses while away from home overnight. Gratuity expenses above 15% will not be reimbursed.
- Internet connection fees, if for business usage.

Business telephone charges or charges other than the room charge on a hotel bill must be shown separately on the expense report form. Any such expense not shown separately will not be reimbursed by the Company. Personal hotel telephone charges, entertainment and miscellaneous charges (such as movies, health club, etc.) are not reimbursable.

Automobile insurance coverage for rental cars is your responsibility. If you have property damage insurance on your personal auto policy, it is recommended that you decline the insurance when renting a car because it is duplicate coverage. If you do not have property damage coverage on your personal auto policy, it is recommended that you accept the rental company's coverage. However, the Company will not reimburse you for rental automobile insurance, so this additional cost will be charged to you as a personal expense, unless required by law.

Entertainment expenses will be reimbursed only if all of the following tests are met:

- You expect the Company to derive income or some other specific business benefit. (Goodwill at some indefinite future time is not an adequate reason.)
- You actively engage in a business meeting, substantial discussion or other bona fide business transaction with the person being entertained.
- The principal purpose of the entertainment is the active conduct of business. An

agenda or summary of the meeting must accompany the documentation when submitted for reimbursement.

Since our business is primarily retail in nature, entertainment expenses meeting the above criteria will be rare. Exceptions to the above are:

- Goodwill entertainment of employees (Company picnics, Christmas parties, etc.).
- A meal, banquet or entertainment incidental to a formal business meeting and served for convenience in conducting the meeting.
- A meal where significant, documented business is discussed.

Examples:

If you and your supervisor are doing unit inspections, any meal you have together is personal and not reimbursable by the Company unless you are away from home overnight. If the principal purpose of the meal is business and significant business is discussed, the meal is reimbursable. The business purpose must be documented in detail on the expense report.

A District Manager plans to have a manager's meeting that overlaps lunch. Lunch is brought in to expedite the meeting. The cost of providing lunch is reimbursable.

The local Pepsi distributor invites a District Manager to have dinner with his wife and him. Because the vendor issued the invitation, it should be assumed that he will pay the check. However, if the District Manager pays the check or splits the ticket, it will be a non-reimbursable personal expense. Expenses of entertaining a vendor or supplier are never reimbursable – whether the invitation was issued by the employee or the vendor and whether or not business is discussed.

Any meal or entertainment expense you feel meets all of the above tests should be paid by the highest ranking employee present and reported on his/her expense report with the appropriate documentation.

Documentation of travel and entertainment expenses should follow the above guidelines and be submitted on the Company's expense report form.

If you have questions about whether a certain expense is reimbursable, please seek advice from the President of the Company of finance before incurring the expense.

#1010

Reimbursement of Incidental Expenses

You must have your manager's written authorization prior to incurring an expense on behalf of the Company. To be reimbursed for all authorized expenses, you must submit an expense report accompanied by receipts and approved by your manager.

Certain management personnel may receive reimbursement for cellular phones or pagers for business communications. The President of the Company must approve the reimbursement and the limits of the reimbursement. Reimbursement will not be made for personal calls.

Cellular Phone Use While Driving

In order to minimize the risk of an accident while driving and using cell phones, the Company has implemented the following safety precautions:

- You must use a hands-free system. If you do not have a hands-free system, you must pull into a designated parking area to use your cell phone.
- No notes are to be taken while driving.
- You should pre-program frequently dialed numbers.
- No dialing should be attempted while the car is in operation (including in motion and stopped in traffic).

Texting while driving on Company business is prohibited.

State laws with stricter provisions will supersede this policy.

Employees who are charged with traffic violations, or cause accidents or injuries, resulting from their use of personal or company-issued cellular telephones or blackberries while driving will be solely responsible for all liabilities, fines, etc., that result, to the extent permissible under the law.

All management personnel, as part of your regular responsibilities, must ensure that safety risks to employees and customers are minimized. Do not allow an unsafe condition to develop or persist. Do not allow employees to bypass the safety features and safety practices of and for the equipment. There must be a strong emphasis on safety in employee training. Point out fire extinguishers, first aid kits and electrical, gas and water cutoffs to all employees. Operate the restaurant in a manner that supports good sanitation and food handling. Never serve, or allow anyone else to serve, any product that you suspect may be spoiled, contaminated or expired.

Quarterly, the Safety Team will conduct a Safety Audit in their unit and have an employee meeting to review safety procedures and discuss accident prevention with all employees. Semi-annually, the District Manager will conduct a Safety Audit in each unit. Completed audit forms will be forwarded to the President of the Company along with a plan of action that includes a timetable to address concerns or best practices. Any employee not following safety standards as outlined in the training materials should be counseled and issued disciplinary action, up to and including termination, where appropriate.

Health Inspection Reports

Notify your District Manager immediately following any visit by a health inspector. Inspection reports received should be kept on file in the restaurant. In the event of an inspection citation or critical violation, you should again immediately notify your District Manager and the President of the Company.

To help ensure a safe working environment you should adhere to the following security guidelines:

Back Door

- Keep the back door locked at all times. Do not use the back door except for deliveries and trash removal during daylight hours, under a manager's supervision. For safety reasons, it is our policy not to remove trash from the building after dark. If however, trash absolutely must be emptied after dark, it must be done no later than 9:00 p.m., and the following procedure must be followed. Two employees should exit through the front door and check the area around the back door and dumpster for any irregularities or suspicious activity. If such activity is observed, they should re-enter through the front door and call the police. If no such activity is observed, both employees should re-enter through the front door and immediately proceed out the back door to empty the trash.
 - If someone knocks on the back door, tell them to go to the front door.

Exterior

- Do not perform outdoor cleaning activities after dark.
- Make sure exterior lighting is adequate and in proper working order.
- Exterior perimeter lights and roof lights should be turned on at dusk.

Cash

- Station banks should be counted at the register. Store banks and deposits should be counted out of customer view in a secure location.
- Change fund should be locked in the safe at all times other than cash counts and getting change from the safe.
- All cash drawers are to be left empty and in the open position for the night after the closing cash count is completed.

Deposits

- Hide the deposit under your coat while going to the bank.
- Carry the deposit into the bank if open. Never use a night depository if the bank is open.
- Be very cautious when using the night depository. Watch for strangers.
- Use police escorts when available or have 2 employees go to the bank as often as possible, especially at night.
- Vary the times that deposits are made so a pattern is not established.
- Vary the route taken to the bank so a pattern is not established.

Opening

- For daily production prep and/or receiving inventory, a non-management employee may be scheduled alone in the store before opening; however, in no circumstance can this be a minor employee working alone.
- Observe the restaurant before entering. When possible, drive completely around the building and observe doors, glass and interior. Park next to the entry door when

entering the building. If anything out of the ordinary is observed, before or after entering, immediately drive away and call the police. Do not touch evidence.

- Enter the restaurant quickly and relock the door. Keep the door locked before opening.
- If you are in a high crime area, do not allow employees to go outside until the restaurant opens.
- Require employees to enter through a front glass door, never the back door.

Closing

- Never admit anyone after closing (this includes off-duty employees and friends).
- Keep all doors locked. Instruct employees not to open the door without the manager's permission.
- Have the closing crew park their cars close to the front glass door just prior to closing. Do not park near thick landscaping.
- As often as possible, avoid being in the restaurant alone, especially at night. Only a closing manager, with DM approval, may be alone in the restaurant after closing.

Robberies

- Do not panic. Any cash loss is insignificant when compared to the possible harm to employees or customers.
- Avoid violence. Do not resist or run. Do not argue with the robber. Keep responses short and do not volunteer information.
- Hand the money to the robber as quickly and efficiently as possible.
- Be observant without being conspicuous. Remember identifying information about the robber such as height, weight, age, complexion, color of hair and eyes, weapon in left or right hand, eyeglasses, mustache or beard, scars, tattoos, type of clothing and shoes.
- Do not lie to the robber. Do not volunteer information but if asked a question, always tell the truth.
- Do not surprise the robber. If you are expecting a delivery, tell the robber.
- Do not chase or use weapons against the robber.
- Call the police immediately after the robber leaves. Lock the doors and do not touch evidence. Do not discuss the robbery with other employees. If customers or witnesses will not wait for the police to arrive, get their names, addresses and phone numbers for the police.
- As soon as possible, call your District Manager or if unavailable, the President of the Company.
- Do not give statements to the media regarding robberies. All questions must be directed to the President of the Company.

Work related injuries or illnesses must be reported in a complete and timely manner and according to the laws of the state or county of operation.

All on-the-job injuries, no matter how small or insignificant they may be, must be reported immediately to your manager, District Manager and the President of the Company to allow for timely reporting in accordance with Workers' Comp state laws. Please use the following as a guide for proper handling of all on-the-job injuries.

- Ensure that the injured worker's medical needs are met promptly.
- Provide appropriate first aid. If professional medical treatment is necessary or elected by the injured worker, provide the injured worker with:
 1. The name, address and phone number of the workers' comp network medical care provider, where applicable. Injured workers seeking professional medical treatment must sign an Authorization to Obtain Information form and take it with them to give to the treating doctor. Send a copy of the Authorization to Obtain Information to the Safety Manager at Safety@ADPhut.com.
- If necessary, accompany the employee to the medical care provider or make arrangements for transportation.
- First Report of Employee Injury forms are to be completed only by the manager on duty. Injured workers are not permitted to write on, sign or complete First Report of Employee Injury forms. All types of accident reports are confidential and proprietary to the Company; do not give a copy to anyone.

Every on-the-job accident must be reported on the day it occurs by the manager on duty or as soon as it is brought to the attention of a manager by the injured worker. You must:

1. Complete a First Report of Employee Injury,
 2. Scan or fax it to the President of the Company and your District Manager
 3. Call the President of the Company to advise that an accident report has been sent or leave a message on the telephone recorder.
- All of the following information must be provided on the completed accident report:
 - Unit location.
 - Name, address and telephone number of injured employee.
 - Social security number and birth date.
 - Job title, rate of pay and date of hire.
 - Date and time of accident.
 - How the accident happened.

- Nature of injury, including parts of body affected.
 - Name and address of hospital and/or doctor.
 - Specimen ID# from the Custody Control Form (if applicable).
-
- If photographs would help substantiate facts of the accident, take photos of the area where the accident occurred or of the equipment involved. However, your good judgment is important here. The medical requirements of the injury must be met first. If photos are taken, immediately forward the undeveloped camera to the Director of Management Resources, even if the entire roll of film is not used.

In case of a customer accident, illness or other liability claim, the following procedures must be followed:

- Express concern to the customer.
- If necessary, call for medical assistance. If the customer plans to go to the doctor, obtain the doctor's name, address and telephone number, if possible.
- Do not admit blame or liability, as the problem could be the fault of the manufacturer, the supplier or the customer. Apologies may be used as expressions of guilt in court.
- Get all pertinent information concerning the incident to the extent feasible under the circumstances and complete a Customer Accident Report. Get names, addresses and phone numbers of any other party members and any witnesses.
- Customer accident reports are to be completed only by the manager on duty. Injured customers, other customers and witnesses are not permitted to write on, sign or complete accident reports. Accident reports are confidential and proprietary to the Company; do not give a copy to anyone.
- Do not agree to pay any medical bills. If asked, advise that the matter will be turned over to our Company's insurance carrier.
- All accidents must be reported to the President of the Company and to your District Manager immediately following the incident. The President of the Company will file the claim with the insurance carrier. When reporting any customer accident or other liability claim, all of the following information must be available when you make your report:
 - Accident location.
 - Name, age, address and telephone number of customer.
 - Date and time of accident.
 - How the accident happened.
 - Nature of injury, including parts of body affected.
 - Name and address of hospital and doctor.
 - Names and addresses of any witnesses.
- If photographs would help substantiate facts of the accident, take photos of the area where the accident occurred or of the equipment involved. However, your good judgment is important here. The medical requirements of the injury must be handled first. Furthermore, we do not want to alarm customers by producing a camera/cell phone. If photos are taken, forward the camera and/or pictures immediately to the President of the Company even if the entire roll of film is not used.

The Restaurant General Manager is responsible for the immediate handling of all such incidents. In the manager's absence, the manager on duty must be fully trained and prepared to handle all customer accidents and illnesses.

Reports of Discrimination, Harassment or Retaliation

The Company has a policy of zero tolerance regarding any form of unlawful discrimination, including harassment, as well as retaliation. Claims or suspected incidents of sexual harassment, other harassment or prohibited by law or the Company's policies, must immediately, without exception (even if you personally believe the claim may not have merit), be reported to the President of the Company or the President of the Company.

Service of Legal Notices or Subpoenas

Legal notices are court documents, often served by a sheriff or court representative. Legal notices include, but are not limited to: citations, complaint/petitions, court orders, document requests, garnishments, lawsuits, interrogatories, subpoenas, summons, legal documents, legal correspondence or anything involving legal matters.

Only the Restaurant General Manager, District Manager or President of the Company is authorized to accept service of process or subpoenas served on the store or Company. All other employees must refuse receipt of any legal papers and direct the process server to the RGM. If necessary, advise the process server when the RGM is next scheduled to work or provide the District Manager's telephone number. You should say "I am not authorized to accept service and you'll have to come back when the RGM is here at ___ time on ___ date."

Receipt of legal notices must immediately be reported to your District Manager, who will report the matter to the President of the Company or the President of the Company. The document must immediately be scanned or faxed to the President of the Company and/or the President of the Company. The Company will determine the appropriate response to all legal documents.

Reporting of other types of complaints or potential problems

Other complaints and problems that must immediately be reported to the President of the Company or the President of the Company but are not limited to:

- Suspicion of drug use or sales by an employee.
- Suspicion of criminal activity by an employee.
- Working "off the clock" or other wage and hour issues, including labor inspections or notice of violations from a labor inspector.
- Any communication received from a governmental or law enforcement agency.
- Any threat of legal action.
- Any communication from an attorney.
- Any citation or critical violation received from a local health department or inspector.
- Tax notices.

Employees should seek direction from the President of the Company when asked to give a statement or provide information regarding any legal matter or potential legal issue. However, this policy does not prohibit employees from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any

violations of law or regulation to a governmental authority, or disclosing Confidential Information which the employee acquired through lawful means in the course of his or her employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission, the Department of Labor, or any other appropriate government authority.

Failure to handle these types of matters in an appropriate and timely manner greatly increases the exposure to the Company.

If a customer or customers act inappropriately, the senior supervisor must take immediate appropriate action. Depending upon the severity of the offense, appropriate action may be:

- Politely asking the customer to quiet down or refrain from making vulgar or abusive comments.
- Assigning another employee to the customer or assuming responsibility for serving the offending customer yourself.
- Asking the customer to leave (if the customer appears to be under the influence of alcohol, you should offer to call a cab).
- As a last resort, calling the police to assist you in removing the customer.

The most appropriate action will be the action that is highest on the list that allows you to protect the employee(s) or customer(s) that are being affected by the offensive action. We want to avoid overreacting, while at the same time provide an appropriate work environment.

If a delivery customer acts inappropriately, the incident should be immediately documented and reported to the District Manager or the President of the Company. The Company will determine the appropriate action to be taken, which may be:

- Flagging the customer to assign another driver next time.
- Banning the customer from future deliveries.
- Notifying police of illegal actions.
- No action (depending on the nature of the offense) unless it happens again.

Video recordings and their contents are the sole property of the Company. These are confidential and may only be viewed by a Restaurant General Manager, District Manager, other member of management (see Policy #025), or others as authorized by the President of the Company.

If video is viewed for purposes of discipline/firing or reviewing employee or customer issues that might lead to a subsequent action (lawsuit, complaint, unemployment hearing, etc.), the Restaurant General Manager must immediately contact the District Manager. With District Manager approval, the RGM should make 2 copies on either CDs or thumb drives. Label the CD with the date, time, location and incident and send one copy to the COO with your next packet. The second copy must be given to your District Manager. The copies must be stored in the safe until shipped or picked up by the District Manager.

Recordings of video may never be used for other than Company purposes, unless specifically authorized by the President of the Company, for example, to comply with a subpoena.

Any request for access to Company video records from someone outside the Company (i.e. law enforcement agencies, etc.) must be directed to your President of the Company.

All agreements and contracts to which the Company or any unit is a party will be in writing and will be reviewed and approved by the President of the Company before signing. No employee of the Company, other than the District Manager with appropriate and specific approval, is authorized to enter into any oral or written agreement or contract for goods or services on behalf of the Company.

The following documents must be on file at InfoSync before any independent contractor will be paid:

- A properly completed IRS Form W-9;
- Proof of workers' compensation insurance coverage; and
- Proof of general liability insurance.

If a sole proprietor working as an independent contractor does not have workers' compensation insurance, then a release form must be signed by the sole proprietor.

In general, all sales should be paid by cash, credit card or check (where accepted) at the time of the sale. The Company will allow sales-on-account if there is a significant amount of incremental business to be obtained or existing business that would be lost if a sale-on-account is not allowed. These sales-on-account procedures must be followed in order to minimize the additional risks and costs.

Sales Volume and Payment Terms

The minimum level of regular weekly purchases must be over \$100 or over \$500 for a one-time event in order to qualify for delayed payment. Invoices are to be paid within thirty (30) days after the sale. If you expect a customer to exceed \$1,000 in outstanding invoices at one time or if a customer desires to extend payment terms beyond thirty (30) days, the customer must submit a financial statement, before the sale, to the President of the Company for review and approval. The credit and/or modified payment terms will either be approved or denied within twenty-four hours after receipt of the financial statements. Payment terms granted to a customer in excess of thirty (30) days will be extremely rare and may require an initial deposit. InfoSync will notify the RGM and District Manager when a customer unexpectedly exceeds \$1,000 in outstanding invoices. You will be required to obtain a financial statement from customers that exceed the \$1,000 limit before you can grant additional sales-on-account.

Customer Agreement and Sales Tax Exemptions

Before a sales-on-account is made, a new credit customer must complete the Customer Agreement and your District Manager must sign it. The Customer Agreement must have the customer's full name, address, telephone number, fax number and the signature of an officer. If the customer is exempt from sales tax, you must attach a current sales tax-exemption certificate (issued by the state) to the Customer Agreement. If you do not obtain the tax-exemption document, the customer must be charged sales tax. The Customer Agreement and tax-exemption certificate (if any) must be sent to InfoSync with the customer's first set of sales-on-account invoices.

Pricing

Always attempt to obtain the regular menu price for pizza because a sales-on-account increases our administrative costs. In no event should you provide more than a 10% discount on pizza without obtaining approval from the President of the Company.

Documentation to Support Sales-On-Account

All sales-on-account must have a signed Customer Receipt printed from the SUS system to support the sale. Each Customer Receipt must have the following information:

- The customer's full name.
- The original Customer Receipt, signed by an authorized representative of the customer, must be left with the customer. No other form of billing will be made – the customer must pay from this receipt.

- One copy of the Customer Receipt, signed by an authorized representative of the customer, must have a sales receipt from the POS system attached. This copy with attachments must be scanned daily to InfoSync then sent with the period-end paperwork.

Collections

It is the RGM's responsibility to collect all accounts receivable from customers for sales-on-account. InfoSync will notify the RGM and the District Manager if an account receivable exceeds thirty (30) days. Once you have been notified of a thirty (30) day delinquency (unless special payment terms have been granted), the customer can no longer charge sales and must pay in cash, by check or valid credit card until all invoices are paid in full, including those that are not past due. Any uncollected balances over sixty (60) days will be charged to the restaurant's cash over and short account and collection action will begin.

Customer Payments

Customer payments for sales-on-account should be sent to InfoSync at the following address:

InfoSync Services
1938 North Woodlawn Suite 110
Wichita, KS 67208

Any sales-on-account which are not made and documented in accordance with the above policy will be recorded as cash short by InfoSync until full payment is made.

During your employment, you will have access to certain trade secrets, such as recipes, training manuals and other confidential information in which the Company has a proprietary interest and which is vital to its current and future operations. You are required to maintain the confidentiality of this information. This requirement continues beyond your employment with the Company.

Please refer to the Company's Confidentiality Policy for additional information. (Policy #150)

Please be wary of people calling and asking questions. Either end the conversation immediately or pass the call to your supervisor. All calls from Dun & Bradstreet or similar credit reporting organizations should be reported to your supervisor immediately.

#1022

Disposition of Excess Equipment

No equipment, inventory or supplies will be sold, traded, transferred or disposed of, other than through the normal course of business, without the approval of President of the Company. Once the decision is made to sell, trade, transfer or dispose of any such items, it is the responsibility of the District Manager to provide a complete inventory of the items involved in the transaction, including serial numbers when available, to the President of the Company on a fixed asset transfer form. Any monies collected should be promptly sent to InfoSync and must be a cashier's check or money order payable to the Company.

No equipment, inventory or supplies will be sold or transferred to an employee without prior approval of the President of the Company.

#1023

Gifts

The Company prohibits you from offering to or accepting gifts from vendors or suppliers that would make a material difference in your or their decision-making process. If you accept, offer or give a gift for personal gain, other than gifts of nominal value (\$15.00 or less), you are subject to disciplinary action, up to and including termination. Cash gifts cannot be accepted or given.

Exception to this policy may only be made by the President of the Company. A request for exception must be made prior to acceptance of the gift.

The President of the Company is the only person in the Company who can authorize a cash donation that is not related to a marketing opportunity with a charitable organization (see Policy #2801). This includes, but is not limited to, direct cash donations to charitable organizations, cash sponsorships of amateur sports teams or amateur sporting events, cash sponsorships of professional sports teams or professional sporting events and cash sponsorships of charitable events.

Under no circumstances should anyone make a cash paid-out for any charitable contribution, fundraising event or person, organization or group seeking funds for any cause.

There are many opportunities in which the Company may participate with a local charitable organization or school group to assist them in raising funds and generate sales for the Company at the same time. These opportunities differ from a direct cash donation (see Policy #2800) because both the Company and the charitable organization may benefit. You should be familiar with the bona fide charities or the schools in your area that may desire your assistance with fundraising.

Marketing opportunities with charitable organizations require approval as follows:

Product or Coupons	President of the Company
Percentage of Sales with Promotion.....	District Manager

Donations of Product or Coupons: For organizations seeking product or large value coupons for prizes, contact the President of the Company.

Percentage of Sales with Promotion: You may be asked by a charitable group or school organization to hold a fundraising night in your restaurant, where the group would receive a percentage of the proceeds on qualifying sales. These events are acceptable with prior approval from the District Manager, but these procedures must be followed.

- The group must be a bona fide charity or school organization that should be well known, widely supported and respected in the community.
- The event should be held on one of your off-peak revenue evenings such as Monday - Tuesday.
- The group should hand out flyers or notices, provided by America Dream Marketing, stating the time frame and date, and that the flyer must be presented at time of purchase with no other coupon or discount. The flyers should not be handed out in the parking lot or in the restaurant during the event.
- Only qualifying sales (customer guest checks with a flyer attached and paying full price) will qualify for a percentage of the sales proceeds. Alcohol and discounted items will be subtracted from the subtotal before calculating the donation.
- Organizations may be offered no more than 20% of the qualifying sales proceeds. To properly track sales and ensure appropriate donation, send tickets and form to the Director of Management Resources.

- The amount paid by the Company to the charitable organization will be coded to promo and will not count against a restaurant's local store-marketing budget.
- Fundraiser Request Forms must be completed and submitted to the President of the Company at least two weeks before event date.

Under no circumstances should anyone make a cash paid-out for any charitable contribution, fundraising event or person, organization or group seeking funds for any cause, with the exception of approved buffet night fundraisers.

#1026

Vendors

The District Manager is responsible for selecting vendors of services and items purchased locally and must approve any vendor changes. Any change in beer vendors will require the approval of the President of the Company. Any change in soft drink vendors will require the approval of the President of the Company. The use of local vendors to regularly supply items that can be purchased from McLane or RSCS must be approved by the President of the Company. You may not use vendors in which you or a close family member or friend have an ownership interest.

As manager, you are accountable for the assets within your unit. The use of the changeover form is required and should help you to identify those assets for which you are accountable.

The District Manager is responsible for conducting a complete inventory, audit of manuals, training materials, equipment, supplies and funds at the time of each change in unit management. The District Manager is also responsible for ensuring that the previous seven days' deposits are properly accounted for and that the locks to the building, security codes and the safe combination are changed.

Only RGMs, Assistant Managers or Shift Leaders may prepare deposits and access the safe. Deposits must be counted and verified by 2 employees. All documentation (cash sheets, deposit slips, etc.) must be completed in ink with changes legibly initialed by the person making the change (do not use white-out).

The Restaurant General Manager has full responsibility for all funds from the unit and must assure that deposits are made on a timely basis. Failure to make timely deposits is a safety risk and may also cause excess bank charges that will be charged to the unit.

Cash Control

- The change fund must always be left in the unit, unless your Deposit Plan requires it to be deposited.
- Change funds will not be increased or decreased without prior written approval from the President of the Company.
- Safes should always be locked and never left on day lock. Dials are to be spun each time the safe is closed.
- Cash in each cash drawer must not exceed \$200 (excluding credit cards) through timely bleeding of the drawer. All money removed from the drawer must be immediately locked in the safe.
- If assigned a drawer, you are responsible for all transactions through that drawer. You must not access a cash drawer unless it is assigned to you.
- Cash counts must be completed before open, by 5 PM, and at close as a minimum. Opening and Closing counts need to be completed by the MOD and a team member to verify. Shift change cash counts must be completed by incoming and outgoing managers. Upon assignment to a cash drawer and during shift changes, each cashier must count the cash with the MOD to verify the beginning and ending cash for his/her drawer. The District Manager may require additional cash counts.
- The closing manager is responsible for assuring that all deposits have been keyed into the system and for checking the sales analysis for accuracy before leaving the unit.

If there is a missing deposit in any amount or a cash overage or shortage in excess of \$10, you must immediately notify your District Manager. President of the Company must be notified immediately for any missing deposits or cash shortage greater than \$30.

- Safe combinations should be changed when there is a management change or there are excessive cash over/shorts.

Deposit Control

- Safety of our employees and customers is a primary concern. The District Manager and Restaurant General Manager must create a written Deposit Plan for each unit that considers whether the bank processes deposits offsite (if offsite, obtain receipt but there is no requirement to wait while the teller counts the deposit), and who is permitted to make deposits. The written Deposit Plan must be submitted to the President of the Company for approval and then placed in the unit's Policy and Procedure Manual.
- A Deposit must be created daily. The deposits is to be secured in the safe overnight. The deposit must be taken to the bank prior to 11am. Under no circumstances can the deposits from the prior day remain in the safe after open. Disciplinary actions up to and including termination will result for the manager who does not ensure the deposit is taken to the bank.
- With District Manager approval, any employee who has had a background check and is eligible to drive for the Company may take deposits to the bank. If an hourly employee takes the closing deposit to the bank after clocking out, his/her time must be edited to add the additional time required to go to the bank.
- If non-management employees are allowed under the Deposit Plan to make deposits, a deposit must never be made while on a pizza delivery. The trip must be solely for making the deposit and the employee must go directly to the bank from the unit and then directly back to the unit.
- All deposits must be made in proper bank bags. The deposit bag number and the initials of the person preparing the deposit must be legibly recorded on the deposit slip and in the manager's log. Once the deposit is sealed, the person preparing the deposit is responsible for that deposit being accurate.
- Manager logbooks and/or cash sheets containing validated deposit slips should be disposed of after 3 periods.
- Use police escorts or have 2 employees go to the bank in separate vehicles if safety is a concern. Depository banks should be selected based primarily on proximity to the unit and the security of the area around the night depository (well lit, low shrubbery, no places to hide within fifty feet, easy access, security cameras, etc.).
- When a deposit is taken during banking hours, it must be counted by the bank teller in the presence of the employee, unless the bank processes its deposits offsite. Never use the night depository if the bank is open. The validated deposit slip must be immediately returned to the unit for all deposits taken during banking hours.
- For deposits made in the night depository, a receipt (or duplicate deposit slip) should be obtained the next time a daytime deposit is made. A member of the management team must verify and initial that the amount written on the deposit log

matches the amount machine-printed by the bank. Any discrepancies must be immediately reported to your District Manager.

Credit Card and Gift Card Control

Credit card and gift card sales receipts must be balanced at the end of each business day. The credit card and gift card settlement amounts must be balanced to the amount of credit card and gift card transactions recorded in the POS system (computer) at the end of each day. All receipts and settlement slips are kept in store for 90 days and then destroyed at the end of the period, with discrepancies documented.

#1028A

Unit # _____ Deposit Plan

Cash Counts Required at: Open, 5:00 pm, Close, Other: _____

Does bank count deposits onsite or offsite? _____
(If offsite, just get receipt. If onsite, wait for teller to count, then get receipt.)

Are non-mgmt employees permitted to make bank deposits? _____

Our bank's lobby hours are:

Monday	_____	:	_____	am	to	_____	:	_____	pm
Tuesday	_____	:	_____	am	to	_____	:	_____	pm
Wednesday	_____	:	_____	am	to	_____	:	_____	pm
Thursday	_____	:	_____	am	to	_____	:	_____	pm
Friday	_____	:	_____	am	to	_____	:	_____	pm
Saturday	_____	:	_____	am	to	_____	:	_____	pm

Other requirements: _____

Approved:

_____	_____	_____	_____
District Manager signature	Date	RGM signature	Date

I have read and understand the Deposit Policy and the unit Deposit Plan and understand that violations will result in disciplinary action up to and including termination.

Name (legibly printed)

Signature

Date

RGM	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

Software Code of Ethics

It is the Company's policy to obey all laws when conducting business. Unauthorized duplication of copyrighted computer software violates the law and is contrary to our Company's standards of conduct. We will neither engage in nor tolerate the making or using of unauthorized software copies under any circumstances. The Company will provide legally acquired software to authorized users to meet all legitimate needs, as determined by the Company, and in sufficient quantities as required. The Company will comply with all license or purchase terms regulating the use of any software we acquire or use. We will enforce strong internal controls to prevent the making or using of unauthorized software copies, including effective measures to verify compliance with these standards and appropriate disciplinary measures for violations of these standards.

General Policy

Hourly employees may not use the Company's computer hardware and software except to enter sales and record time. Hourly employees may not utilize email or use the internet.

Computer hardware and software acquired by the Company are to be used only by authorized personnel and only for the benefit of the Company. Due to the rapid increase in computer "viruses" that leave valuable Company data at risk, all hardware and software modifications or installations require prior written approval of the Director of Information Technology. Hardware or software that is not acquired by the Company and approved by the Director of Information Technology may not be used on or with any Company owned hardware or software. No personal use is permitted. All computer hardware and the related programs, data and files are the property of the Company and all systems and the use thereof are subject to review at any time.

Restaurant and Office Data and Systems

Data and system files are valuable assets of the Company and must be protected. Adherence to data and system file backup procedures is the responsibility of the Restaurant Managers and will be periodically checked for compliance. Hardware, software, data and system files are not to leave Company premises except for offsite backups. Anti-virus protection software must be active at all times.

Laptop and Mobile Systems

The protection and proper care of laptop computers and other mobile systems purchased by the Company are the responsibility of the authorized user of each system. Data and system file backups are the responsibility of the authorized user and will be periodically checked for compliance. Laptops, mobile systems and the data and system files residing thereon are to be used solely by the authorized user and only for Company business. Personal use of any kind is not allowed. Each authorized user of a laptop computer or other mobile system shall sign a Computer Equipment Distribution form that identifies the hardware, peripherals and software to be used by the authorized user. Anti-virus protection software must be active at all times.

The following policy establishes guidelines for the proper use of electronic mail ("e-mail") and public Internet resources.

General Principles

Hourly employees may not use the Company's computer hardware and software except to enter sales and record time. Hourly employees may not utilize email or use the internet.

Use of the Public Internet

- Use of the public Internet by Company employees is permitted and encouraged where such use is suitable for business purposes and supports the goals and objectives of the Company. The Internet is to be used in a manner that is consistent with the Company's standards of business conduct and as part of the normal execution of an employee's job responsibilities. Employees should be aware that usage is monitored.
- Company-provided Internet and e-mail privileges, like computer systems and networks, are Company resources, and are intended to be used for business purposes only. Employees should be aware that usage is monitored.
- Company e-mail accounts, Internet IDs and web pages should not be used for anything other than Company-sanctioned communications. It should be made clear to recipients that opinions expressed by individuals are not necessarily those of the Company. Employee IDs and passwords should be kept confidential and not released to others.

E-mail Correspondence

- Correspondence via e-mail is not guaranteed to be private. There is a risk that transmissions can be misdirected, lost, intercepted or remain undelivered, as well as a risk of waiving attorney/client and/or work product privileges that may attach to these communications. Communications of a sensitive nature should not be sent unless they are encrypted.
- The same care should be exercised in drafting e-mail, communicating in chat groups and posting items to newsgroups as would be for any written communication on Company letterhead.
- E-mail sent to you should be reviewed with reasonable diligence and promptness.

Security Monitoring

- Use of the Internet and e-mail may be subject to monitoring for security and/or network management reasons, including, but not limited to, monitoring sites, chat groups and newsgroups visited on the Internet, reviewing material downloaded or uploaded, and reviewing e-mail sent and received. Employees waive any right to privacy in material they create, store, send or receive on Company computer

systems or on the Internet when accessed via the Company's computer network or Internet access accounts.

- The distribution of any information through the Internet, computer-based services, e-mail and messaging systems is subject to the scrutiny of the Company. The Company reserves the right to determine the suitability of this information.
- Electronic communications may be stored indefinitely as hard copy or maintained in electronic form on storage and backup systems.

Mobile or Remote Access

- Employees who work out of the office on another computer, including a laptop, or who access the Company's network from a remote computer, must comply with the terms and conditions of this E-mail and Public Internet Use policy.

Conditions of Use

The following practices are considered unacceptable, and may be subject to disciplinary action, up to and including termination. The Company also reserves the right to report any illegal activities to the appropriate authorities.

- Visiting Internet sites that contain obscene, hateful or otherwise objectionable materials, such as pornography; sending receiving, displaying, printing, posting or otherwise disseminating material that is fraudulent, harassing, illegal, embarrassing, sexually explicit, obscene, intimidating or defamatory, or which is intended to annoy, harass or intimidate another person.
- Wasting time on non-Company business during working time.
- Violating the Company's Solicitation and Distribution policy or soliciting non-Company business for personal gain or profit.
- Representing personal opinions as those of the Company.
- Using the Internet or e-mail for gambling or illegal activities.
- Uploading, downloading or otherwise transmitting commercial software or other licensed, trademarked or copyrighted material in violation of laws governing intellectual property and online activity.
- Downloading any software or electronic files without implementing virus protection measures that have been approved by the Company.
- Intentionally interfering with normal operation of the network, including the propagation of computer viruses, or sustained high volume network traffic, which substantially hinders others in their use of the network.
- Revealing or publicizing confidential or proprietary information which includes, but is

not limited to: financial information, new business ideas, marketing strategies and plans, Company databases and the information contained therein, customer lists, technical information, computer software source codes, computer network access codes and details of Company management. (See Policy #150)

- Examining, changing or using another person's files, output or user name without explicit authorization.
- Other inappropriate uses of Internet/Intranet or network resources that may be identified by the network administrator.

Disclaimer

The Company will not be responsible for any damages, direct or indirect, arising out of the use of its e-mail or Internet resources.

Employee selection is one of your most important roles as a supervisor. There are up to 6 sequential steps in the process of filling a position. You should adhere to the following guide without exception. Depending on the results at each step, you may stop the hiring/promotion process or proceed to the next step. These procedures apply to both external candidates (those who do not work for the Company, including former employees) and internal candidates (those who currently work for the Company but are applying for a different position).

- The Application and Questionnaire (for anyone who requests employment). Applications are only accepted through the Hiring Zone: **jobsatpizzahut.com**. Direct the applicant to the Hiring Zone website to complete the online application and questionnaire, even if no openings currently exist. The Company has a zero tolerance policy and will not tolerate any form of discrimination in the employee selection and/or promotion process. If a potential candidate requests employment, he/she must be given the website address.
- Tell the candidate that our hiring decisions are based on all relevant selection data and our needs and that we only call back those candidates for an interview whose qualifications appear to fit our needs for the position.
- Hiring Zone applications will remain active for 90 days unless the individual is hired.
- If a candidate is not hired within 90 days, the application is moved to an inactive archive file that only above-store management may access. If a candidate has voiced a complaint about the hiring process, forward the application to the President of the Company or the President of the Company immediately.
- After 90 days, anyone not hired may reapply by completing a new online application and questionnaire.

Review Applications

- From the Hiring Zone, review applications and scores, as follows:

<u>Candidate for</u>	<u>Screening to be Used</u>
Management positions*	Hiring Champions Inventory (HCI)

*Internal candidates for management positions must complete a new online application and HCI questionnaire. However, if an HCI was completed within the last two years, then only a paper application is required.

Rehires: The District Manager must approve any candidate who previously worked for the Company, prior to proceeding to the interview. Check the Rehire Query Database for rehire eligibility and then contact your DM for approval. See Policy #1000 for rehire procedures. Under no circumstances should a former employee proceed to an interview without first obtaining DM approval. (Student comebacks are the only exception and do not need approval).

- To avoid potential discrimination issues, the following must be applied consistently as to who may proceed to an interview.
 - HCI: Manager candidates that score red in any category, regardless of overall score, should not be interviewed.
- Do not review the results of the questionnaire with any candidate, regardless of the results.

Conduct the Interview (Interviews should be done in person and only by the RGM or above-store manager). In order to help protect our employees and customers and make good hiring decisions, it is important that you review each applicant's application thoroughly and ask questions about unusual issues, including but not limited to, reasons for leaving prior employment and criminal issues.

- Use the following guide located in the Hiring Zone to assist you in conducting an interview with a candidate:

<u>Candidate for</u>	<u>Screening to be Used</u>
Team (FOH, BOH, Drivers)	Structured Interview Guide
Shift Leader	Management Structured Interview Guide
Assistant & General Manager	Management Structured Interview Guide

- If an applicant indicates either verbally or on the application that (s)he has been charged with or convicted of a crime, you should follow these procedures during the interview:
 - a. Ask the applicant to tell you about his/her criminal issues.
 - b. Tell the applicant that our Company will require a background check and ask the applicant to sign the Background Investigation Authorization Form and Arbitration Agreement. See Policy #3400 for specific procedures regarding background checks. If the applicant is unwilling to sign either form, the applicant may not be considered for employment and the interview should be ended.
 - c. After the interview, call your President of the Company and explain the criminal issues. Fax the application and background check form to your President of the Company. Your President of the Company will advise you how to proceed.

- Be careful about any notes you take or write on the guide or any pre-employment form as they might be seen later by non-Company personnel.
- Delivery driver candidates: Advise each candidate for a driver position that it is our policy to run consumer reports (which may include driving records, criminal records, etc.) and ask the candidate to sign the Background Investigation Authorization Form and Arbitration Agreement. Ask the candidate if (s)he wishes to advise us of anything prior to our receipt of these reports. At this point, you should run a Motor Vehicle Report (MVR) on the candidate. Do not run an MVR on every candidate, only those that have been interviewed that you wish to hire. See Policy #3310 for procedures.

The President of the Company will review the MVR and background check and make a final determination. Candidates who do not meet our qualifications will be mailed a copy of the consumer report, a “pre-adverse action” notice and any state specific forms and asked to contact the President of the Company if any information is incorrect. If no additional information is received, or the information does not alter the Company’s determination, a second “adverse action” notice will be sent shortly thereafter advising the candidate (s)he will not be hired as a driver.

- Manager candidates: Advise each candidate for a management position that it is our policy to conduct a background investigation of each finalist candidate and ask the candidate to sign the Background Investigation Authorization Form and Arbitration Agreement. Ask the candidate if (s)he wishes to advise us of anything prior to our receipt of these reports.
- Service/Production candidates: Tell the candidate that our hiring decisions are based on all relevant data and our needs and that we will call back only if the candidate is a finalist for the position. If you do not hear from us within 2 weeks, your qualifications did not match our needs at this time.
- Advise the candidate that we may require a background investigation of each finalist candidate and ask the candidate to sign the Background Investigation Authorization Form and Arbitration Agreement. Ask the candidate if (s)he wishes to advise us of anything prior to our receipt of these reports.

Note: It is not necessary to have the candidate complete the background form or Arbitration Agreement if you do not want to pursue his/her employment. If the candidate completes the form, provide a copy to the employee along with any required disclosures.

Check References (for any candidate you are prepared to recommend for the position, you must verify work history and check references).

- Contact prior employers, even if the applicant indicated “no” on the application. Do not contact a current employer unless the applicant indicated “yes”.
- The Reference Check Form includes questions to ask the references.

Request Background Check (only for those candidates who have been interviewed and you are prepared to recommend for a position that requires a background check). Background checks must be performed in accordance with applicable federal and state law.

- Only submit a background check request after all prior steps are completed.
- See Policy #3400 for procedures. Strict adherence to this Policy is critical.

Rejection Notification

- Internal candidates: Schedule a meeting with the candidate. At the meeting, advise that his/her qualifications do not currently meet the needs of the position or explain that someone else was selected. Discuss additional training and development needs so the candidate understands the reasons behind the decision and what needs to be done to become qualified.
- External candidates:
 - If the rejection is due to information in the background report, the Company will send written notice to the candidate. If the candidate contacts you, you should say, "Your qualifications do not match our needs at this time." If the candidate asks why, you should say that Company policy does not allow you to discuss hiring decisions with anyone and you will receive additional information by mail from the Company.
 - If the reason for not hiring is that another candidate was selected, you should say "Your qualifications do not match our needs at this time."
- The Company will send all required notices, including two written notices to rejected candidates as follows:
 1. A "Pre-adverse Action" notice with a copy of the background results and FCRA rights will be sent along with any required state or local documents. The letter will contain the contact information for the background check company and a statement, "If you dispute any information in the report, you should provide written documentation to us immediately."
 2. If no additional information is received, or the information does not alter the Company's determination, an "Adverse Action" notice and required state information will be sent several days later that states "You will not be hired or promoted because of information in a consumer report." If the information provided alters the Company's determination, then make an offer of employment pursuant to this policy.

Make the Offer and Conduct the Orientation

- Make an offer to the selected candidate. If the candidate accepts the offer, schedule Onboarding orientation and tell the employee to bring:
 - Information to complete the Form W-4 about his/her withholding exemptions,

- Bank information to enroll for payroll direct deposit (optional in VT),
 - I-9 documentation, and
 - Slip-resistant shoes.
 - Minors must bring parental permission forms/work permits and drug testing consent form.
 - Drivers must bring driver's license and vehicle insurance information.
-
- Employees must be certified in Orientation, Restaurant Basics and Food Safety before training for their main job function.
 - All employees must complete the "Becoming a Customer Maniac" (BCM) training tracks and become certified in position before being assigned the duties of that position.
 - All management employees must also complete the "Developing Champions" training tracks and be certified in position before being assigned the duties of that position.

During the first interview, you must advise each candidate for a delivery driver position that it is our policy to obtain consumer reports. "Consumer reports" are reports from consumer reporting agencies and may include driving records and background check.

The manager is responsible for ordering and reviewing the Motor Vehicle Report ("MVR"). WSC is responsible for complete review of the MVR and background check. A candidate may be hired if meeting the Driver Standards of Policy #700, including an "Acceptable Driving Record" as evidenced from the MVR and an acceptable background check. The Company will email the RGM whether or not the applicant is approved for hire.

Continued employment is subject to ongoing review of all consumer reports by the Company, if applicable.

Background Investigation Authorization Form

Prior to ordering any consumer reports, driver information and a signed written authorization must be obtained on the Background Investigation Authorization Form. This form must include the disclosure notice required by the Fair Credit Reporting Act (FCRA) and any state or local law notices and must be signed prior to running an MVR or background check. If the candidate is under 21 years old, the original issue dates of the driver's license and learner's permit must be provided on the form. The employee should be provided with a copy of the executed documents and disclosures.

Note: Do not run an MVR on an applicant who has not signed the form. Do not run an MVR on current drivers or management - these are handled by WSC.

Document Retention: File the Background Investigation Authorization in the employee personnel file or inactive file for applicants not hired. Do not maintain the results of a background check in the employee's personnel file.

Company Background Check and MVR Review

If approved, you may proceed to hire the applicant.

If not approved, the Company will review and send required notifications to the applicant. You do not need to advise the applicant or if asked, tell them they'll get a notice in the mail. The Company will send two written notices to the applicant as follows:

1. A "Pre-adverse Action" notice with a copy of the MVR or background check report and FCRA rights will be sent. The letter will contain the contact information for the MVR or background check company and a statement, "You may not be hired because of information in your consumer report. If you dispute any information in the report, you should provide written documentation to us immediately."
2. If no additional information is received, or the information does not alter the Company's determination, an "Adverse Action" notice will be sent several days later that states "You will not be hired because of information in a consumer report." If the

information provided alters the Company's determination, then an offer of employment will be made pursuant to this policy.

If additional state or local law requires additional steps and/or notices, the Company will comply with those requirements.

The Company will retain all documentation of the background check and MVR as required by IIX. IIX will conduct routine audits of our procedures and records to ensure compliance with FCRA regulations.

Background Investigations of Candidates

- During the first interview, you must advise each candidate for management or delivery driver that we will conduct a background investigation, including driving records, for each finalist candidate. This applies to internal and external candidates (including rehire candidates). We also reserve the right to run these reports at any time during employment.

For candidates other than management or delivery driver, we reserve the right to conduct a background investigation prior to hiring and at any time during employment, and the candidate will be required to complete and sign a Background Investigation Authorization Form.

- When interviewing a candidate, do not say or imply that (s)he will get the job if the background investigation checks out. There may be many reasons the candidate may not be accepted for the position. You should thank him/her for the interview, state that it is Company policy that we run a background check, ask the candidate to sign the Background Investigation Authorization Form, provided required disclosures and advise that you will get back to him/her in a few days. A copy of the documents should be provided to the candidate.
- If the candidate refuses to sign the Background Investigation Authorization Form, the candidate's application can proceed no further and the candidate will not be offered a position with the Company. The background check cannot be requested unless the candidate signs the Background Investigation Authorization Form. If the candidate currently works for the Company, notify the President of the Company of his/her refusal to sign the form.
- Complete the Request for Background Check Cover Page and Scan to Background Checks with the following:
 - Background Investigation Authorization Form signed by applicant,
 - Resume, if provided,
 - state or local authorization forms.

The Company will initiate the background check and MVR. The investigation results are and will remain confidential. The President of the Company (or the Company for non-management positions) will review the results and notify the person making the hiring decision of those results.

If it is reported back to you that the candidate is not acceptable, you should follow the procedure in Policy #3300 for notifying a candidate that (s)he was not accepted for the job, which is to say, "Your qualifications do not match our needs at this time." If the candidate asks why, you should say that Company policy does not allow you to discuss hiring decisions with anyone and you will receive additional information by mail.

The Company will send all required notices, including two written notices to the rejected candidate as follows:

1. A "Pre-adverse Action" notice with a copy of the background results and FCRA rights along with any state specific notices will be sent. "If you dispute any information in the report, you should provide written documentation to us immediately." It also contains the contact information for the background investigation service that was used.
 2. If no additional information is received, or the information does not alter the Company's determination, an "Adverse Action" notice will be sent several days later that states "You will not be hired because of information in a consumer report." If the information provided alters the Company's determination, then an offer of employment will be made pursuant to this policy.
- If the candidate calls for more information after receiving the background results, you should say, "I will need to check with my Home Office and get back to you about that." Then call the President of the Company or the President of the Company who will contact an attorney for legal advice. Do not disclose any investigation information.
 - All background investigation reports will be retained in confidential files. Information obtained must not be disclosed. The law specifically prohibits unauthorized disclosure of information obtained from investigation reports.
 - With prior authorization from the President of the Company, you may offer a candidate a position prior to receiving the results of the background investigation. When making the offer, you should say, "You are being offered this position pending our receipt of additional reference material."

On the first day of employment, each employee will be issued one hat plus one or two uniform sets depending on the number of shifts scheduled. A set consists of one shirt and one apron. After two weeks, additional sets will be issued to equal one set for each shift worked, on average, per week (maximum of four depending on the number of shifts scheduled).

On each annual anniversary date, an employee will receive, if needed, new uniform sets to equal one set for each shift worked, on average, per week (maximum of four).

If employees ask for additional uniforms, the employee must agree in writing to reimburse the Company for the cost, which can be deducted from the employee's paycheck in accordance with applicable law.

All current uniforms (those issued within the last twelve months) issued at no cost to the employee must be returned upon termination.

Uniforms may only be ordered from the Company's designated vendor as shown on the "Uniforms Order" form. The items listed on the "Uniforms Order" form are the only items that may be purchased. Employees may wear any approved uniform item that has a Pizza Hut logo, even though it may not be on the current "Uniforms Order" form.

Guidelines for Promo & Allowances, Change Downs and Voids

Store menus (printed or POS system) show prices to customers that represent the gross sale price of our products. When a transaction is entered in the POS system, a product is made and we receive payment for less than the gross sale price, we refer to the discount as a promo or an allowance (promo & allowance). When a transaction is entered in the POS system and saved, but a product is later changed or removed from the original order and is not made, we refer to the reduced value of the transaction as either a change down or a void but not as promo & allowance.

The majority of **promo** is directly related to advertising or promotional vehicles that drive our sales. Some promo requires a supporting document from the customer. Examples include coupons, entertainment books, value cards, birthday club cards, and other items given by a customer to the server or CSR to receive the discount. Some promo, however, comes from meal deals or management discounts that may or may not be tied to an advertising vehicle and generally do not require a document from the customer but may require management documentation as outlined later in these guidelines.

Allowances are discounts for products made that represent a cost of doing business. These can be generated by sales to customers, employee meals, on duty discounts or operational activities where no payment is received from the customer. Examples of allowances are walkouts, no shows, mistakes & burns, undeliverables, customer complaints, PPP waste, future credits, oven checks, employee meals and on duty discounts. Allowances require management documentation as outlined later in these guidelines.

Change downs are a result of a quantity change, size change or a product change to a line item on a guest check after it has been saved in the POS system. Change downs are not discounts to the customer and are not reported in promo & allowances because some form of the original product was not made whether it was a quantity change, size change or a topping change. Change downs require management documentation as outlined later in these guidelines.

Voids are deletions of line items on a guest check or the entire guest check after the original guest check was saved. Voids are not discounts to the customer because the line item deleted or guest check deleted was not made. Voids are not reported in promo & allowances since the product was not made. Voids require management documentation as outlined later in these guidelines.

Promo & allowances, change downs and voids affect our bottom line because they represent money not received by the company. They are essential to running our business but must be constantly analyzed to determine their impact so we can adjust our future promotional strategies and employee training methods.

Accuracy in order entry is a key factor in making sure we get meaningful analysis from our data. Proper documentation is also a key factor in making sure our employees are recording the information correctly and not manipulating cash. In order for us to have useful data and tight cash and promo controls, the following documentation and audit requirements have been established and must be applied consistently by every store.

Documentation Requirements

Coupons: A coupon presented by the customer for a discount must be stapled to the front or back of the guest check. A discount should not be given to the customer if they do not have a coupon that supports a promotional activity that requires one.

Surprise Promo: A coupon presented by the customer after the original guest check was printed for the customer must be stapled to the guest check. The cashier in charge must recall the original guest check, apply the coupon, sign the guest check, have the driver sign the guest check (if a delivery order) and staple this with the coupon to the original guest check.

Management Discounts (non-complaint discount): A percentage discount given to a customer must be documented on the back of the guest check. The manager on duty has the authority to give a discount but a reason must be noted on the back of the guest check, it must be signed by the team member requesting the discount and the manager on duty.

Employee Meals or On Duty Discounts (refer to policy #400 for more detail): A guest check for an employee meal or on duty discount must be legibly signed by the employee and the manager on duty and show the shift hours for the employee on the guest check.

No Show: The order taker must reprint the guest check and write the customer name and phone number on the guest check. The order taker and cashier (if not the same employee) must sign the guest check. The manager on duty must verify all no shows by calling the customer's phone number before the end of their shift to determine why the customer did not pick up their order. The explanation must be written on the guest check and signed by the manager on duty. Every attempt must be made to enter a valid telephone number into the POS system.

Undeliverable: The cashier must obtain the original guest check from the driver, reprint the guest check, write the customer name and phone number on the guest check. The manager on duty must call the customer's phone number before the end of their shift to determine why the customer did not get their order. They must document their findings on the guest check and sign it. The manager on duty should add a comment to the customer's record in the POS system for future orders by customer.

Customer Complaint (refer to policy #850 for more detail): An in-store customer complaint must be directed immediately to the manager on duty.

If a complaint occurs before a customer pays, the discount (partial up to 100%) or a future credit to resolve the complaint must be clearly documented on the guest check by the employee handling the complaint and approved by the manager on duty. The manager on duty and the employee requesting the discount or future credit must legibly sign the guest check.

If a complaint occurs after the customer has paid, a refund to resolve the complaint must be supported by a customer refund form or a customer refund stamp placed on the back of the guest check and approved by the manager on duty. All information on the refund form or refund stamp must be completed (name, address, phone number, customer signature and explanation). The manager on duty and the employee handling the refund must legibly sign the guest check or the refund form.

Off Premises Complaints: Complaints and requests for refunds must be directed to the manager on duty. If \$5 coupons or a future credit will not satisfy the customer, then the District Manager should either send a bank money order for the amount of the purchase and a letter to the customer or request InfoSync to issue a refund check and a letter to accompany the refund within a day of the complaint, if possible.

Other Allowances: Other allowances include walkouts, mistakes & burns, future credits, PPP waste and oven checks. Allowances represent a discount off the sales price for a product made and must not be used when a product is not made. The employee making the allowance must write a brief explanation on the original guest check why the allowance was given. The manager on duty and the employee requesting the allowance must legibly sign the guest check.

Change Downs, Line Item Voids and Guest Check Voids: When guest check lines need to be changed down in value or deleted after the order entry was completed or if the guest check needs to be voided entirely after the order entry was completed but before the product was made, the guest check must be brought to the attention of the manager on duty. Follow up should never be left to the manager on duty of the next shift.

The manager on duty will make the necessary changes to the guest check and print 2 copies of the revised guest check. One copy must be given to the employee requesting the change and one copy must be signed by the manager on duty making the change and by the employee requesting the change. The 2nd copy of the revised guest check must be stapled to the original guest check with a clear explanation for the change, whether it is a change down, voided line item or voided guest check.

Future Credits: In the event a guest forgets a coupon and the check has been cashed out, a future credit should be applied towards the next order equal to the coupon amount.

Meal Deals: Typically, discounts for meal deals do not require any documentation. However, meal deals added to a guest check after it has been completed require the manager on duty to approve the discount. The order taker or server must recall the guest check, apply the meal deal and print 2 copies of the revised guest check. One copy of the revised guest check must be given to the customer. The 2nd copy of the revised guest

check must be signed by the manager on duty and the employee requesting the change. It must be stapled to the original guest check with a brief explanation for the change.

Open Guest Checks: The manager on duty must verify that an employee's open guest checks are cashed out or reassigned before that employee completes their shift.

Audit Requirements

In store guest check audits must be performed after each daily shift by the manager on duty of that shift. The following steps must be performed by the manager on duty at the end of the shift.

Step 1: Sort by guest check number, all guest checks with coupons, discounts, allowances, meal deals added after check save, line item change downs, line item voids and voided guest checks.

Step 2: Verify that all coupons, signatures and explanations are present, as required by the documentation guidelines. Any discrepancies must be noted on the Day Report showing the guest check # and an explanation of the discrepancy. Additionally, dollar variances must be noted on the cash sheets (Manager's Log for NH /VT).

Step 3: Print the Day Report (Terminal > User > Day Report) and Coupon Detail Report (Terminal > User > Manager > Coupon Details).

Step 4: Compare the actual guest checks sorted in step 1 to the information shown on the Day Report and Coupon Detail Report. Use the Day Report to compare to guest checks with line item change downs, line item voids and voided guest checks. Use the Coupon Detail Report to compare to guest checks with coupons or allowances.

Any discrepancy between the counts or amounts shown on either report versus the guest checks must be researched and explained by the manager on duty of that shift (write the guest check # and a brief explanation of any discrepancies on the Day Report as indicated in step 2).

Step 5: The Day Report and Coupon Detail Report must be wrapped around the guest checks for each shift with required supporting documents attached and placed in a miscellaneous envelope. If the store receives an email from the Company office that they have been selected for a guest check audit, the miscellaneous envelope with the previous week's day reports, coupon reports and all related guest checks and supporting documents must be sent on Wednesday to the Company via UPS.

If a District Manager notifies the manager on duty by Wednesday that the store has been selected for a DM guest check audit, then the miscellaneous envelope must be retained at the store until picked up by the DM.

The store should keep only the current week and previous 3 weeks of guest checks and supporting documentation in the store for audits. Miscellaneous envelopes with guest checks and supporting documents older than 4 weeks should be thrown away.

Whistleblower Protections

The Company will not take any adverse employment action against any employee, or otherwise retaliate against any employee, because:

- The employee, acting in good faith, or a person acting on behalf of the employee, reports orally or in writing to the Company or a public body what the employee reasonably believes to be a violation of federal, state or local law;
- The employee, acting in good faith, or a person acting on behalf of the employee, reports to the Company or a public body, orally or in writing, what the employee reasonably believes to be a condition or practice that jeopardize the employee's health or safety or the health or safety of others;
- The employee is requested to participate in an investigation, hearing or inquiry held by a public body or in a court action;
- The employee, acting in good faith, has refused to carry out a directive to engage in activity that would be a violation of federal, state or local law or that would expose the employee or others to a condition that would result in serious injury or death. This provision applies only if the employee sought from the Company and was unable to obtain correction of the illegal activity or dangerous condition.
- The employee complies with legal requirements regarding the disclosure of known or reasonably suspected abuse, neglect or exploitation of a child or an incapacitated or dependent adult.

Under the Maine Whistleblower's Protection Act, employees are protected from retaliation for disclosures made to a public body only if they first bring the alleged violation, condition or practice to the attention of a person having supervisory authority within the Company and allow the Company a reasonable opportunity to correct the violation, condition or practice. There is an exception, however, to this internal disclosure requirement if the employee has specific reason to believe that reports to the Company will not result in promptly correcting the violation, condition or practice.

Retaliation against employees utilizing this policy is prohibited.

Access to Personnel Files

Upon written request, an employee, former employee or a current or former employee's duly authorized representative may review and copy an employee's personnel file. Each calendar year, upon request, the Company will provide, at no cost to the employee or former employee, one copy of the entire personnel file. The employee must pay for any additional copies.

An employee or former employee may designate a representative to inspect his or her personnel file. The file must be inspected at the location where the files are maintained, during normal office hours. At the Company's discretion, a more convenient time and location for the employee may be arranged. If the Company maintains personnel files in any form other than paper, it will make available the equipment necessary to review and copy the personnel file.

Meal Breaks

Nonexempt employees who work six or more continuous hours will be provided at least a 30-minute break. Employees must not perform any work during the break. This break can be used as a meal time.

An uninterrupted 30-minute meal break will be unpaid. All nonexempt employees must record their meal breaks.

Employees who are unable to take all of the meal breaks to which they are entitled in accordance with this policy, or who have been prevented or discouraged from taking a break to which he or she is entitled under this policy, should immediately notify a supervisor or the President of the Company.

Maine's meal break law contains an exception for places of employment where fewer than three employees are on duty at one time, and the nature of the work done by employees allows them frequent breaks during their work day.

Family Medical Leave

This policy applies to every employee who has been employed by the Company for at least 12 consecutive months. If you are eligible, you are entitled to up to 10 work weeks of family medical leave in any 2-year period. "Family medical leave" means leave requested by you for the following reasons:

- Your serious health condition.
- The birth of your child or your domestic partner's child.
- The placement of a child age 16 years or younger with you or your domestic partner in connection with the adoption of the child by you or your domestic partner.
- A serious health condition of your child, domestic partner's child, parent, domestic partner, sibling or spouse. "Serious health condition" means an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility or continuing treatment by a health care provider.
- Your donation of an organ for a human organ transplant.
- The death or serious health condition of your spouse, domestic partner, parent,

sibling or child that is incurred while on active military duty, including the National Guard and Reserves.

“Domestic partner” means your partner who is a mentally competent adult, has been legally domiciled with you for at least 12 months, is not legally married to or legally separated from another individual, is not your sibling, is your sole partner and expects to remain so, and is jointly responsible with you for each other’s common welfare as evidenced by joint living arrangements, joint financial arrangements or joint ownership of real or personal property.

“Sibling” means your sibling who is jointly responsible with you for each other’s common welfare as evidenced by joint living arrangements and joint financial arrangements.

You must give at least 30 days’ notice of the intended date upon which family medical leave will begin and end, unless prevented by medical emergency from doing so. The Company may require certification from a physician to verify the amount of leave requested by you. The Company and you may negotiate for more or less leave, but both parties must agree.

Leave may be taken intermittently or on a reduced leave schedule when medically necessary for the benefit of a family member with a serious health condition; if your need for this leave is foreseeable based on planned medical treatment, the Company may transfer you temporarily to a position that has equivalent pay and benefits and better accommodates recurring periods of leave than your regular position. You should provide prior notice that is reasonable and practicable and make a reasonable effort to schedule leave so as not to unduly disrupt operations of the Company.

Family medical leave will be without pay. If you exercise the right to family medical leave, upon expiration of the leave, you are entitled to be restored by the Company to the position held by you when the leave commenced or to a position with equivalent seniority status, employee benefits, pay and other terms and conditions of employment, provided however, you will not be entitled to such restoration if the Company determines, based upon conditions unrelated to your exercise of your family medical leave rights, such restoration is inappropriate. If you do not return within 10 weeks, the Company may, but is not required to, offer you any position available. During any family medical leave, the Company will make it possible for you to continue your employee benefits at your expense. "Employee benefits" means all benefits, other than salary and wages, provided and made available to employees by the Company and may include group life insurance, health insurance, disability insurance and pensions, regardless of whether benefits are provided by a policy or practice of the Company.

Where federal family and medical leave laws offer more protection or benefits, the benefits provided by such laws will apply.

Use of Paid Leave to Care for Family Members

Employees may use accrued paid leave (e.g., personal time, sick leave) otherwise provided by the Company to care for an ill immediate family member. For purposes of this policy, an

“immediate family member” means the employee’s child, spouse or parent. Employees may only use 40 hours of accrued paid leave during a 12-month period for this purpose. This policy does not entitle employees to leave that has not otherwise been earned in accordance with existing Company policy. The Company will not discriminate or retaliate against employees for exercising their rights under this policy. Employees with questions or concerns regarding this policy or who would like to request a leave should contact their supervisor.

Family Military Leave

“Family Military Leave” means leave requested by an employee who is the spouse, domestic partner or parent of a person who is a resident of the State and is deployed for active military service for a period lasting longer than 180 days, when the duty assignment is in a combat theater or in an area where armed conflict is taking place.

You are eligible to take up to 15 days of family military leave per deployment and be restored to the same or an equivalent position upon your return from leave if you have worked for the Company for at least 12 months and for at least 1,250 hours in the last 12 months; and are employed at a worksite that has 15 or more employees.

Family military leave may be taken only during one or more of the following time frames:

- The 15 days immediately prior to deployment;
- Deployment, if the military member is granted leave; or
- The 15 days immediately following the period of deployment.

You must give the Company at least 14 days prior written notice, if the leave will consist of 5 or more consecutive workdays. If taking fewer than 5 consecutive workdays, you must give notice as soon as practicable. You should consult with your manager to attempt to schedule the leave so as to not unduly disrupt the operations of the Company. Requests for Family/Medical Leave forms are available from your manager. You should use this form when requesting leave.

The Company may require certification from the proper military authority to verify your eligibility for leave. When you request leave, the Company will notify you of any requirement for certification and when it is due.

Family military leave will be without pay. If you exercise the right to family military leave, upon expiration of the leave you are entitled to be restored to the position held by you when the leave commenced or to a position with equivalent seniority status, employee benefits, pay and other terms and conditions of employment, provided however, you will not be entitled to such restoration if the Company determines, based upon conditions unrelated to your exercise of your family military leave rights, such restoration is inappropriate.

During any family military leave, the Company will make it possible for you to continue your employee benefits at your expense. “Employee benefits” means all benefits, other than salary and wages, provided or made available to employees by the Company.

Where federal family and medical leave laws offer more protection or benefits, the benefits provided by such laws will apply.

Military Leave

In addition to the rights set forth in the National Handbook, employees who are members of the National Guard or U.S. reserves will be allowed an unpaid military leave of absence to respond to federal or state orders.

Employees must provide reasonable advance notice of the need for leave under this policy, if possible under the military circumstances. The Company may require that employees provide a confirmation from their Adjutant General or applicable reserve component headquarters of the anticipated military duty and satisfactory completion of the military duties.

Upon return from military duty, employees will be reinstated at the same pay, seniority, benefits, status and other incidences of advantages of employment as if they had remained continuously employed, so long as they are still qualified to perform the duties of the position. Employees must notify the Company of their intent to return to employment following military service in accordance with the following timing requirements:

- For individuals whose period of service was less than four days, not later than 24 hours following the completion of the period of service and safe transport to the individual's residence;
- For individuals whose period of service was more than three days, but not more than 15 days, not later than 48 hours following the completion of the period of service and safe transport to the individual's residence;
- For individuals whose period of service was more than 15 days, but not more than 30 days, not later than 72 hours following the completion of the period of service and safe transport to the individual's residence;
- For individuals whose period of service was more than 30 but less than 181 days, not later than 14 days following the completion of the period of service and safe transport to the individual's residence;
- For individuals whose period of service in the uniformed service was for more than 180 days, not later than 90 days after the completion of the period of service and safe transport to the individual's residence;
- For individuals hospitalized for, or convalescing from, an illness or injury incurred in or aggravated during the period of military service, not later than the end of the period necessary to recover (generally not to exceed two years).

Employees who incur a disability during military service and who, after reasonable efforts by the Company to accommodate the disability, are not qualified for the position they would have been in but for the military leave, will be reinstated to another position without loss of

seniority, benefits, status, and other advantages of employment. The position will be one with equal pay, seniority, benefits, and status for which the employee is qualified or could become qualified with reasonable Company efforts, unless otherwise required under applicable law.

For the first 30 days of a Maine National Guard member's absence for active duty, the Company will continue to provide health insurance under the same terms and conditions, including continuing payment of any company contributions toward insurance premiums and cost-sharing. For a covered absence lasting longer than 30 days, the servicemember can continue health insurance benefits, with the state of Maine assuming responsibility for payment of the Company's share of the premiums and cost-sharing.

Leave for Extreme Public Health Emergency

The Company will provide leave for caregivers and persons affected by an extreme public health emergency. For purposes of this policy, an extreme public health emergency is the occurrence or imminent threat of widespread exposure to a highly infectious or toxic agent that poses an imminent threat of substantial harm to the population of the state.

The Company will grant reasonable and necessary leave from work when an employee is unable to work because he or she:

- Is under individual public health investigation, supervision or treatment related to an extreme public health emergency;
- Is acting in accordance with a public health emergency order;
- Is in quarantine or isolation or subject to a control measure in accordance with extreme public health emergency information or direction issued to the public, a part of the public, or one or more individuals;
- Has been asked by the Company not to expose other individuals in the workplace to the extreme public health emergency threat; or
- Is needed to provide care or assistance to one or more of the following individuals: the employee's spouse or domestic partner, parent, child or child for whom the employee is the legal guardian.

Leave may not be granted if:

- The Company would sustain undue hardship from the employee's absence, including the need to downsize for legitimate reasons related to the impact of the extreme public health emergency on the operation of the business; or
- The request for leave is not communicated to the Company within a reasonable time under the circumstances.

Leave will be granted for the duration of an extreme public health emergency and for a reasonable and necessary time period following the termination of the extreme public

health emergency for diseases or conditions that are contracted or exposures that occurred during the extreme public health emergency.

Upon the employee's return to work, the Company has the right to request and receive written documentation from a physician or public health official supporting the employee's leave.

Employees who take leave for an extreme public health emergency will not lose any benefits accrued before the date on which the leave began nor will their health insurance benefits be affected. For any leave that extends beyond the time period of the public health emergency, the Company will allow an employee to continue benefits at the employee's expense.

Leave for Victims of Violence, Assault, Sexual Assault and Stalking

Eligible employees may take reasonable and necessary leave from work for the following reasons:

- To prepare for and attend court proceedings;
- To receive medical treatment;
- To attend to medical treatment for a victim who is the employee's daughter, son, parent, or spouse; or
- To obtain necessary services to remedy a crisis caused by domestic violence, sexual assault, or stalking.

Eligible employees are those who are the victim, or who have a daughter, son, parent or spouse who is a victim, of violence, assault, sexual assault, stalking or any act that would support an order for protection under Maine law.

Employees must submit a request for leave under this policy as soon as possible after learning of the need and must promptly provide the information needed by the Company to make an informed decision regarding the request. The Company may require documentation verifying the family relationship.

The Company may seek a modification or deny a request for leave if:

- The Company would sustain undue hardship from the employee's absence;
- The request for leave is not communicated to the Company within a reasonable time under the circumstances; or
- The request for leave is impractical, unreasonable or unnecessary based on the facts then made known to the Company.

Leave under this policy is without pay except that employees may elect to use accrued paid time off that is otherwise applicable to the leave requested.

The Company will not discipline or otherwise discriminate or retaliate against an employee for requesting or taking leave under this policy.

Legislative Leave

The Company will grant a leave of absence for a regular full-time or part-time (i.e., non-temporary) employee to serve as a state legislator, limited to one legislative term of two years. Time off under this policy will be unpaid. The Company may deny the request for leave if granting the leave will cause unreasonable hardship for the business.

An employee who intends to seek election to the state legislature must notify the Company in writing within 10 days of taking action to place his or her name on the ballot. An employee who fails to provide this notice will waive his or her rights under this policy.

Upon return to employment, an employee will be reinstated to his or her original position, or to a similar position with the same status, pay and seniority, so long as the employee is still qualified to perform the duties of the position.

Emergency Responder Leave

The Company will not discharge or otherwise discriminate against an employee who fails to report to work at the beginning of regular working hours because the employee was responding to an emergency as a municipal or volunteer firefighter and reported for work as soon as reasonably possible after being released from the emergency. For purposes of this policy, “responding to an emergency” means responding to, working at the scene of, or returning from a fire call, a hazardous or toxic materials spill and cleanup, or any other situation to which the fire department has been dispatched.

If time permits, the employee, a designee, or the fire department supervisor must notify the Company of the emergency. The Company may request a statement from the chief of the volunteer or municipal fire department stating that the employee was responding to an emergency call and the time of release from the call.

Employees must notify the Company of their status as a volunteer or municipal firefighter and must present a copy of the department's policy regarding the circumstances under which firefighters will be ordered to remain at an emergency to the Company. The Company and the employee may enter into a written agreement, setting forth the procedures to be followed when the employee is called to respond to an emergency as a volunteer firefighter.

If the Company has designated an employee as essential, or if the employee's regular employment is as a law enforcement officer, a utility worker, or medical personnel and the services of that person are essential to protect public health or safety, then the Company reserves the right to deny emergency responder leave for that employee.

Time off under this policy will be unpaid, except that employees may be required to use available accrued paid time off. Additionally, exempt employees will receive pay when required by applicable law.

Weapons in the Workplace

In the interest of maintaining a workplace that is safe and free of violence, and in accordance with the policy set forth in the National Employee Handbook, the Company generally prohibits the presence or use of firearms and other weapons on the Company's property, regardless of whether or not the person is licensed to carry the weapon. However, in compliance with Maine law, the Company does not prohibit employees with a valid concealed firearms permit from storing their firearms inside their locked, privately-owned vehicles in the Company's parking lots or other parking areas provided by the Company, so long as the firearm is not visible. Such lawfully possessed firearms and ammunition may not be removed from the employees' personal vehicle or displayed to others.

Parental & Family Leave

This policy applies to each employee who has been continuously employed by the Company for at least 12 months for an average of at least 30 hours per week ("eligible employee"). During any 12-month period, if you are eligible, you are entitled to take leave without pay for a period not to exceed 12 weeks for the following reasons:

- For parental leave, during your pregnancy and following the birth of your child or within a year following the initial placement of a child 16 years of age or younger with you for adoption.
- For family leave, for your serious illness or the serious illness of your child, stepchild or ward who lives with you, foster child, party to a civil union, parent, spouse or parent of your spouse.

In addition to the leave provided above, you are entitled to short-term family leave of up to 4 hours in any 30-day period (but not more than 24 hours in any 12 month period) of unpaid leave. The Company may require that leave be taken in a minimum of two-hour segments and may be taken for any of the following purposes:

- For short-term family leave, to participate in preschool or school activities directly related to the academic educational advancement of your child, stepchild, foster child or ward who lives with you, such as a parent-teacher conference; to attend or to accompany your child, stepchild, foster child or ward who lives with you or your parent, spouse or parent-in-law to routine medical or dental appointments; to accompany your parent, spouse or parent-in-law to other appointments for professional services related to their care and well-being; or to respond to a medical emergency involving your child, stepchild, foster child or ward who lives with you or your parent, spouse or parent-in-law.
- For short-term family leave, you must make a reasonable attempt to schedule appointments for which leave may be taken under this section outside of regular work hours. In order to take short-term family leave, you must provide the Company with the earliest possible notice, but in no case later than seven days, before leave is to be taken except in the case of an emergency. "Emergency" means circumstances where the required seven-day notice could have significant adverse impact on your family member.

For purposes of this policy, "serious illness" means an accident, disease or physical or mental condition that poses imminent danger of death, requires inpatient care in a hospital or requires continuing in-home care under the direction of a physician.

Notice

You must give reasonable written notice of intent to take parental or family leave. Such notice will include the date the leave is expected to begin and the estimated duration of the leave. In the case of an adoption or the birth of a child, notice need not be given more than 6 weeks before the anticipated beginning of the leave. In the case of serious illness of you or a member of your family, the Company may require certification from a physician to verify the condition and the amount and necessity of the leave requested. For short-term family leave, you must provide the Company with the earliest possible notice, but in no case later than seven days, before leave is to be taken except in the case of an emergency. "Emergency" means circumstances where the required seven-day notice could have significant adverse impact on your family member.

You may return from leave earlier than estimated only upon approval by the Company. You will provide the Company with reasonable notice of your need to extend leave within the limitations provided by this policy.

Reinstatement

If you exercise the right to parental or family leave, upon expiration of the leave, you will be offered the same or a comparable job at the same level of compensation, employment benefits, seniority and other terms and conditions of employment that existed on the day the leave began. The right to reinstatement at the same or a comparable job will not apply if:

- Before requesting the leave, you have been given notice or have given notice that your employment with the Company will terminate;
- During the period of parental or family leave, your job would have been terminated or you would have been laid off for reasons unrelated to the leave or the conditions for which the leave was granted; or
- You perform unique services, such that hiring a permanent replacement during the leave, after giving reasonable notice to you of intent to do so, is the only alternative available to the Company to prevent substantial and grievous economic injury to the Company's operation.

Benefits

During any parental or family leave, the Company will make it possible for you to continue your employee benefits at the current employee contribution level for such benefits. "Employee benefits" means all benefits, other than salary and wages, provided and made available to you by the Company as of the day that the leave began.

Personal Days

Any earned personal days first will be substituted for unpaid parental or family leave. The substitution of paid leave time for unpaid leave time will not extend the maximum available parental or family leave.

Except for your serious illness, if you do not return to employment with the Company after taking parental or family leave, you must reimburse the Company for any compensation

paid to or on behalf of you during the leave, except payments for earned personal days.

Where federal family and medical leave laws offer more protection or benefits, the benefits provided by such laws will apply.

Short-Term Family Leave

Eligible employees may take up to four hours of short-term family leave in any 30-day period, not to exceed 24 hours in any 12-month period. Eligible employees are those who have worked for the Company for one year, working an average of at least 30 hours per week.

Leave may be taken under this policy for any of the following reasons:

- To participate in preschool or school activities, such as parent-teacher conferences, that are directly related to the academic educational advancement of the employee's child, stepchild (including the child of a civil union partner), foster child or ward who lives with the employee;
- To attend or accompany the employee's child, stepchild, foster child or ward who lives with the employee, or the employee's parent, spouse (including same-sex spouse), civil union partner, or parent-in-law to routine medical or dental appointments;
- To accompany the employee's parent, spouse (including same-sex spouse), civil union partner or parent-in-law to other appointments for professional services related to his or her care and well-being; or
- To respond to a medical emergency involving the employee's child, stepchild, foster child or ward who lives with the employee, or the employee's parent, spouse (including same-sex spouse), civil union partner or parent-in-law.

Employees should make reasonable attempts to schedule appointments outside of working hours.

Employees must request leave under this policy as early as possible. Except in cases of emergency, the Company may deny requests for short-term family leave that are made less than seven days before the leave is to be taken. For purposes of this policy, *emergency* means circumstances in which the required seven-day notice could have a significant adverse impact on the employee's family member.

Leave under this policy must be taken in not more than two hours.

Leave taken under this policy is unpaid unless employees elect to use any accrued vacation or personal leave during the time off.

Vermont Paid Sick and Safe Time

The Company provides paid sick and safe time to eligible employees in compliance with the requirements of the Vermont Earned Sick Time Law (VESTL).

Eligibility

All employees whose primary place of work is in Vermont are eligible to accrue paid sick and safe time, except those employees who are under the age of 18, work an average of less than 18 hours per week in a year or are employed by the Company for 20 weeks or less in a 12-month period in a job scheduled to last 20 weeks or less. In addition, employees who: work intermittently or on a per diem basis; work only when available; are under no obligation to work for the Company; and have no expectation of continuing employment with the Company, are not eligible for sick and safe time under this policy.

Annual Accrual of Paid Sick and Safe Time

Eligible employees begin to accrue paid sick and safe time on January 1, 2017, or upon their first day of employment, whichever is later. Eligible employees accrue paid sick and safe leave at the rate of one hour of leave per every 52 hours worked up to maximum annual accrual of 24 hours through December 31, 2018, and up to a maximum annual accrual of 40 hours per anniversary year thereafter. For accrual purposes, salaried exempt employees will be assumed to work 40 hours in a week unless the employee's regular workweek is less than 40 hours, in which case sick and safe time accrues based upon that regular workweek. Nonexempt employees accrue paid sick and safe time for all hours worked, including overtime hours.

Eligible employees may begin using accrued paid sick and safe leave after one year of employment with the Company or on January 1, 2018, whichever is later.

An employee's use of paid sick and safe leave is limited to 24 hours for the calendar year of January 1, 2017 through December 31, 2018, and 40 hours per anniversary year thereafter. Paid sick and safe time can be used in increments of one hour.

Employees are not required to find an employee to cover their work when they take paid sick and safe time and are not required to work an alternative shift to make up for the use of such time.

Reasons Sick and Safe Time May be Used

Employees may use paid sick and safe time for the following reasons:

- For an absence resulting from the employee's own physical or mental illness or injury;
- For the employee's need for professional diagnostic, preventive, routine or therapeutic health care for a medical condition;
- To provide care for a family member 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;

- To assist a sick or injured family member in obtaining diagnostic, preventive, routine or therapeutic health treatment;
- To accompany an employee's parent, grandparent, spouse, or parent-in-law to an appointment related to his or her long-term care;
- To accommodate the employee's need to care for a family member whose school or place of business is closed for public health or safety reasons; or
- To arrange for social or legal services or obtain medical care or counseling for the employee or the employee's family member because the employee or employee's family member is a victim of or is relocating as a result of domestic violence, sexual assault or stalking.

For purposes of this policy, "family member" means a parent, grandparent, spouse, child (by birth or adoption), stepchild, brother, sister, parent-in-law, grandchild, foster child, legal ward, or child for whom the employee has assumed the responsibilities of parenthood or is standing *in loco parentis*.

Requesting Paid Sick and Safe Time/Documentation

Employees must, to the extent possible, make a good faith effort to provide advance notice of the need to use sick and safe time. An employee planning to use accrued sick and safe time must make reasonable efforts to avoid scheduling routine or preventive health care during regular work hours or provide notice as soon as practicable of the intent to take earned sick and safe time and the expected duration of the absence. To provide notice of the need to use paid sick and safe time, employees should contact their supervisor and specify that they are using earned sick and safe time.

The Company may require employees to provide reasonable proof that they used sick and safe time for an allowable purpose.

Rate of Pay

Sick and safe time is paid based on the employee's normal hourly wage rate or the state's minimum wage, whichever is greater.

Leave Carryover

Accrued, unused paid sick and safe time may be carried over from year to year, up to a maximum carryover amount of 24 hours for the period of January 1, 2017 – December 31, 2018 and a maximum carryover amount of 40 hours per anniversary year. At the end of the anniversary year, any unused sick and safe leave above the maximum accrual amount will be forfeited.

The Company does not offer pay in lieu of actual sick and safe time.

Effect on Other Rights and Policies

The Company may provide other forms of leave for employees to care for medical conditions or for issues related to domestic violence under certain federal, state and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state or municipal law, provided eligibility requirements for that law are met. The Company is committed to complying with all

applicable laws. Employees should contact their supervisor for information about other federal, state and municipal medical or family leave rights.

Separation from Employment

Compensation for accrued and unused paid sick and safe time is not provided upon separation from employment for any reason. If an employee is rehired, previously unused paid sick and safe leave will not be reinstated. For rehired employees, the previous period of service will count towards the employee's one-year waiting period only if the employee was discharged by the Company after completing the one-year waiting period and is rehired within 12 months after the discharge. If the employee voluntarily terminated his or her employment with the Company, his or her previous service will not count toward the one-year waiting period.

Retaliation

The Company will not retaliate or tolerate retaliation against any employee because the employee lodges a complaint of a violation of the VESTL or cooperates with the state labor department in an investigation of a violation.

Military Leave

In addition to the rights set forth in the National Handbook, employees who are qualified members of the reserve components of the armed forces, the ready reserve or an organized unit of the National Guard are entitled to an unpaid leave of absence from work for up to 15 days each calendar year for the purpose of engaging in military drills, training or other temporary duty under military authority. Upon completion of the military drill, training or other temporary duty, employees (other than temporary employees) will be reinstated without loss of status, accrued seniority or benefits.

Additionally, employees who are members of Vermont's National Guard or the National Guard of another state, and who are ordered to active duty service are entitled to the reemployment rights provided to servicemembers under federal law. For the first 30 days of a National Guard member's absence for active duty, the Company will continue to provide health insurance under the same terms and conditions, including continuing payment of any company contributions toward insurance premiums and cost-sharing. For a covered absence lasting longer than 30 days, the servicemember can continue health insurance benefits, with the state of Vermont assuming responsibility for payment of the Company's share of the premiums and cost-sharing.

Crime Victim Leave

Eligible employees may take time off from work to honor a subpoena to testify in legal proceedings. Employees are eligible for time off under this policy if:

- The employee is the victim of the crime at issue in the proceedings;
- The employee is the victim's spouse (including same-sex spouse), child, sibling, parent, next of kin, civil union partner, domestic partner or legal guardian;

- The victim is a minor, incompetent or a homicide victim and the employee is the victim's spouse (including same-sex spouse), child, sibling, parent, next of kin, civil union partner, domestic partner or legal guardian; or
- The employee is the victim's representative.

Employees will not be terminated or otherwise disciplined for taking time off under this policy.

Time off under this policy will be without pay, except that exempt employees will be paid in accordance with applicable law.

Legislative Leave

The Company will grant a temporary leave of absence for an employee who is a member of the state general assembly and needs time off to perform an official duty. Time off under this policy will be unpaid. A leave of absence under this policy will not result in loss of the employee's job status, seniority or benefits.

An employee who intends to seek election to the general assembly must notify the Company in writing of his or her intention to do so within 10 days of filing a primary election nomination petition or taking other action to place his or her name on the ballot. An employee who fails to provide this notice will waive his or her rights under this policy.

Town Meeting Leave

Employees may take leave without pay for the purpose of attending their annual town meeting, so long as the absence does not conflict with essential company operations. Any employee who intends to take such leave must notify the Company in writing at least seven days prior to the date of the town meeting.

Flexible Working Arrangements

Employees may request a flexible work arrangement, which is an intermediate or long-term change in the employee's regular working arrangements, such as: changes in the number of days or hours worked, changes in the time an employee arrives at or departs from work, working from home, or job-sharing. Employees are entitled to make two such requests in a calendar year.

If an employee makes a request for a flexible work arrangement, the Company will discuss the request with the employee. Both the Company and the employee can propose alternative arrangements.

Although the Company will consider all requests for flexible work arrangements made in accordance with this policy, it cannot grant requests for flexible work arrangements that are inconsistent with the company's business operations or legal or contractual obligations.