

Three Sisters Group LLC d/b/a TOUS les JOURS
4243 John Marr Dr, Annandale, VA 22003

EMPLOYMENT AGREEMENT AND COMPANY POLICY ACKNOWLEDGMENT

This Agreement is entered into between Three Sisters Group LLC d/b/a TOUS les JOURS (the “Company”) and the undersigned employee (“Employee”). It is effective upon signature and supersedes all prior verbal or written representations not incorporated herein. No course of dealing, prior practice, or oral assurance shall be construed to alter the terms set forth below.

SECTION 1 - EMPLOYEE & EMPLOYMENT INFORMATION

Employee Name:	
Start Date:	Pay Schedule: Bi-Weekly
Employment Type:	☐ Hourly Rate \$ _____ or ☐ Salary \$ _____

SECTION 2 - AT-WILL EMPLOYMENT

Employment with Three Sisters Group LLC d/b/a TOUS les JOURS is at-will. Either party may terminate the employment relationship at any time, with or without cause, and with or without advance notice, subject to applicable law. Nothing in this Agreement-nor any verbal statement, handbook provision, or course of dealing-shall be construed to create a contract for a definite term or to guarantee continued employment in any respect whatsoever. Only the Managing Member may alter at-will status, and only through a separate signed written instrument expressly referencing this Section.

The initial ninety (90) calendar days of employment constitute a probationary period during which the Company will evaluate performance, attendance, conduct, and overall suitability for continued employment. Completion of the probationary period does not alter at-will status, nor does it create any expectation of ongoing employment. The Company reserves the right to extend the probationary period by up to thirty (30) additional days upon written notice. Discretionary benefits, including but not limited to paid time off, may not accrue during the probationary period unless otherwise stated in writing.

SECTION 3 - LEGAL WORK AUTHORIZATION

Employee represents and warrants that they are legally authorized to work in the United States, without restriction, as of the date employment commences. Employee shall present valid original documents for Form I-9 verification on or before the first day of paid employment. Any material misrepresentation-whether regarding identity, immigration status, or work authorization-is grounds for immediate termination and referral to appropriate authorities. Should work authorization expire at any point during employment, Employee must provide prompt written notice; failure to do so will result in immediate termination. The Company retains completed Form I-9 documentation for all new hires in accordance with applicable federal recordkeeping requirements.

SECTION 4 - COMPENSATION & WAGE PAYMENT

4a. Hourly Employees - Overtime. Non-exempt hourly employees are entitled to overtime compensation at one and one-half (1.5×) times their regular rate of pay for all hours worked in excess of forty (40) in a workweek (Sunday through Saturday), consistent with the Fair Labor Standards Act, 29 U.S.C. § 207. Overtime must be authorized in advance by management. Unauthorized overtime may result in disciplinary action; provided, however, that all compensable time shall be paid regardless of whether prior authorization was obtained.

4a-1. Minimum Wage. All employees shall be paid no less than the applicable Virginia minimum wage in effect at the time of payment, as established by Virginia law and adjusted from time to time. The Company will comply with all current and future adjustments to the Virginia minimum wage as required by law, and no employee shall receive less than the legally mandated rate in effect on any given pay date.

4b. Salaried Exempt Employees - No Overtime Premium. Employees properly classified as exempt under FLSA § 13(a)(1) and 29 C.F.R. Part 541-requiring a minimum salary at or above the threshold established by the U.S. Department of Labor under 29 C.F.R. § 541.600 as in effect at the time of classification, and satisfaction of the applicable duties test-are not entitled to an overtime premium for hours worked beyond forty (40) per workweek. Exempt employees are expected to maintain a minimum of forty (40) hours per week; if weekly hours consistently fall below that threshold, or if performance is otherwise unsatisfactory, the Company may, upon written notice, reclassify such employee to hourly non-exempt status. This exemption applies solely to qualifying positions and shall not extend to standard crew or cashier roles.

4c. Wage Payment Method. All wages shall be paid in accordance with Virginia Code § 40.1-29. The Company’s standard method of wage payment is direct deposit, which the Employee is strongly encouraged to enroll in. However, direct deposit enrollment is voluntary; an Employee who elects not to enroll, or who is unable to participate, shall notify management in writing within five (5) business days of hire and shall receive wages by paper check or such other lawful method as agreed upon in writing. No employee shall be denied employment or subjected to adverse action solely on the basis of declining direct deposit. Wage payments will not be issued in cash under any circumstances.

4d. Pay Period & Final Wages. Wages are paid on a bi-weekly basis. Upon separation-whether voluntary or involuntary-final wages shall be paid no later than the next regular payday following the last day worked, in accordance with Virginia Code § 40.1-29.

4e. Wage Theft Prohibited. The Company will pay all earned wages in full and on time. Intentional failure to pay earned wages is a violation of Virginia law and may subject the Company to civil and criminal liability under Va. Code § 40.1-28.7:7.

SECTION 5 - SERVICE CHARGE & GRATUITY DISTRIBUTION

Service charges collected by the Company shall be distributed in accordance with applicable federal and Virginia law and Company policy. Employee acknowledges that distribution is not guaranteed and that amounts may vary among employees. A portion of collected charges may be allocated toward employee meals or team dining. The Company may modify the distribution policy upon at least five (5) business days’ prior written notice, in compliance with applicable federal and Virginia law, including wage and tip-related regulations.

SECTION 6 - ATTENDANCE, POINT SYSTEM & AUTO-TERMINATION

Attendance infractions are tracked on a rolling calendar-year basis (January 1 - December 31). Excessive violations may result in disciplinary action up to and including termination. Accumulation of 3.0 or more points at any time may result in termination, subject to the review procedure set forth below. Points reset to zero on January 1 of each calendar year.

Infraction	Points	Notes
Tardiness (arrival after scheduled start)	0.5 / occurrence	Time-clock record constitutes sufficient evidence.
Early Departure (without prior manager approval)	0.5 / occurrence	Applies regardless of reason stated verbally.
Unexcused Absence	1.0 / day	Failure to notify manager at least 2 hours before shift start = automatically unexcused.
No-Call / No-Show	1.0 1.0 pt + possible immediate termination	Two (2) consecutive no-shows may be treated as voluntary job abandonment.

Written Warning Reports shall be issued for each infraction. An employee's refusal to sign a Warning Report does not void it. Time-clock records, scheduling data, and all objective documentation constitute sufficient evidence for disciplinary action and termination decisions without a separately signed acknowledgment. FMLA/ADA Carve-Out: Absences protected under the Family and Medical Leave Act, the Americans with Disabilities Act, or other applicable federal or Virginia law shall not be assessed points, provided the Employee follows required notification and documentation procedures. For any absence exceeding three (3) consecutive days, management shall provide written notice of potential FMLA or ADA eligibility before assessing points. Point Review Prior to Termination: Upon accumulation of 3.0 or more points, the Managing Member or designee shall conduct a written compliance review within three (3) business days and notify the Employee of the outcome within one (1) business day thereafter. No termination shall be finalized pending completion of such review. Dispute Procedure: An Employee disputing a point assessment must submit a written objection to the Managing Member within five (5) business days of receiving the Warning Report. The Managing Member shall respond in writing within five (5) business days. Points assessed in error shall be removed and any related termination decision rescinded. Nothing herein limits the Employee's rights under applicable federal or Virginia law.

SECTION 7 - TIMEKEEPING, TIME-CLOCK SYSTEM & BIOMETRIC DATA CONSENT

7a. Time-Clock Requirements. Employees must clock in and out personally for every shift, every break, and every return from break using the Company’s designated electronic time-clock system. The system may require facial recognition, entry of a personal identification number (PIN), and/or capture of a photo image at the time of clock-in or clock-out. Clocking in or out on behalf of another employee (“buddy punching”) constitutes grounds for immediate termination of both employees involved, without exception.

7b. Time-Clock Manipulation. Clocking in without reporting to assigned duty, or clocking out while continuing to perform work, constitutes time-clock manipulation. Each such incident shall result in 0.5 attendance points plus a Written Warning. Three or more such violations within a calendar year will result in automatic termination. Separately, intentionally activating the break function and failing to return within the allotted period in order to inflate recorded hours constitutes break manipulation: the first occurrence results in a Written Warning; the second consecutive occurrence results in immediate termination.

7c. Biometric Data - Encryption & Storage. Facial recognition data and photo images captured by the time-clock system are not stored as plain photograph files. All such data is maintained exclusively as encrypted algorithmic data using Apple’s proprietary cryptographic encoding technology and cannot be reverse-engineered, reconstructed, or reproduced as a viewable image. No identifiable personal photograph is retained in any Company system.

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7d. Automatic Data Deletion. For employees who access the time-clock system via PIN code, the Company may capture a reference photo at initial enrollment. All such reference photos and associated time-clock data for PIN-based employees shall be automatically and permanently deleted no later than three (3) months from the date of initial enrollment, or upon termination of employment, whichever occurs first. Manual recovery of deleted data is not possible.

7e. Consent to Biometric Data Collection. Consent to Biometric Data Collection. By signing this Agreement, Employee consents to the collection and use of biometric data (including facial recognition or photo-based timekeeping data) solely for timekeeping and payroll administration purposes. The Company will implement reasonable safeguards to protect such data in accordance with applicable federal and Virginia law. Nothing in this section shall be interpreted as limiting any rights that cannot legally be waived under applicable law.

SECTION 8 – MEAL PERIODS FOR HOURLY NON-EXEMPT EMPLOYEES

This Section applies only to hourly-paid, non-exempt employees. This Section does not apply to employees properly classified as exempt under applicable federal or state law. The Company may require hourly-paid, non-exempt employees to take one unpaid meal period of at least 30 consecutive minutes during a scheduled workday, regardless of the employee's scheduled hours or shift length, based on the Company's operational needs. During an unpaid meal period, employees must be completely relieved of all work duties. Employees are not permitted to perform any work during an unpaid meal period. If an employee performs any work during an unpaid meal period, the employee must notify management promptly so that the time worked can be accurately recorded and compensated in accordance with applicable law. Employees are expected to take meal periods as scheduled by the Company. Meal periods may not be used to shorten the employee's scheduled workday, arrive late, or leave early, unless otherwise approved in advance by management. Employees who believe they were unable to take a complete, uninterrupted meal period must notify management promptly. The Company does not provide paid rest breaks except as required by applicable law. Nothing in this Section creates any contractual entitlement to paid meal periods, paid rest breaks, or additional break periods beyond those expressly provided by Company policy or required by applicable law.

SECTION 9 - CONDUCT, WARNINGS & TERMINATION

9a. Written Warning System. The Company may issue Written Warning Reports for any conduct violation, including, without limitation, insubordination, disrespectful behavior toward customers or coworkers, food-safety violations, or poor work attitude. Repeated violations may result in progressive discipline up to and including termination.

9b. Zero-Tolerance / Immediate Termination Offenses. The following constitute grounds for immediate termination without prior warning:

- Theft of any cash, currency, or Company property-regardless of quantity or value. Employee may be referred to law enforcement.
- Unauthorized consumption of food or beverages on the sales floor, production area, or at the register. First offense: Written Warning + 1.0 point. Second offense: immediate termination.
- Three (3) or more time-clock manipulation violations within one calendar year (see Section 7b).
- Two (2) consecutive occurrences of intentional break manipulation (see Section 7b).
- Falsification of any employment document, time record, or application.
- Reporting to work under the influence of alcohol or any controlled substance.
- Threatening, assaulting, or intimidating any customer, coworker, or manager.
- Buddy punching (clocking in or out on behalf of another employee).
- Misrepresentation of immigration status or work authorization.
- Unauthorized disclosure of Company recipes, pricing, operational procedures, or personnel information.
- Two (2) consecutive no-call/no-show absences, which may be treated as voluntary job abandonment.

SECTION 10 - HARASSMENT, DISCRIMINATION & MANDATORY REPORTING

The Company is an equal opportunity employer and complies fully with applicable federal and Virginia anti-discrimination laws, among them Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and the Virginia Human Rights Act (Va. Code § 2.2-3900 et seq.). Discrimination, sexual harassment, racial harassment, personal insults, bullying, and all other forms of workplace misconduct are strictly prohibited. Any employee who experiences or witnesses such conduct must report it promptly to the store manager or Managing Member, preferably in writing via email or text message. Retaliation against any employee who reports in good faith is strictly prohibited, and all complaints will be investigated promptly and impartially.

SECTION 11 - FOOD SAFETY & HYGIENE

Employees must comply with all applicable food-handler hygiene standards at all times, including proper handwashing, use of gloves when handling exposed food, hair restraint, and no bare-hand contact with ready-to-eat products. An employee who is ill-exhibiting vomiting, diarrhea, open wounds, or other conditions posing a risk of food contamination-must notify management before their scheduled shift begins. Food-safety violations may result in a Written Warning or immediate removal from duty, depending on the severity of the violation.

SECTION 12 - LEAVE & VACATION

All leave is unpaid by default. Any paid time off offered by the Company is a discretionary benefit and not an entitlement; it may be modified or revoked at any time upon reasonable notice. Leave requests must be submitted in writing at least two (2) weeks in advance, and approval is not guaranteed. FMLA and all other legally protected leave shall be administered in accordance with applicable law.

Lactation Accommodation: The Company will provide reasonable break time and a private, non-restroom space for nursing employees to express breast milk, in accordance with FLSA § 218d and applicable Virginia law. Employees requiring such accommodation should submit a written request to management in advance.

Virginia Paid Sick Leave: Virginia law does not require most private employers to provide paid sick leave. Home health workers are an exception under Va. Code § 40.1-33.3. If the law changes, the Company will comply.

SECTION 13 - CONFIDENTIALITY

During and after employment, Employee shall maintain confidentiality with respect to non-public Company information, including operational procedures, proprietary recipes, pricing, customer data, financial records, and personnel matters. Unauthorized disclosure may result in disciplinary action and, where applicable, civil liability under trade secret and confidentiality laws.

SECTION 14 - PERSONAL CELL PHONE & SOCIAL MEDIA

14a. Cell Phone Use During Working Hours. Personal cell phones are prohibited on the sales floor, in the production area, and at the register during scheduled working hours. Phones must be stored in a designated non-work area and used only during authorized breaks in designated break areas. A first violation constitutes a conduct infraction subject to a Written Warning; a second offense may result in immediate termination.

14b. Social Media Policy. Employees may not disclose confidential Company information or post content that unlawfully violates the privacy rights of customers, coworkers, or the Company. This prohibition applies, among other things, to photographs or video of the interior of the store, bakery products in any manner not authorized by the Company, fellow employees, managers, or customers without their explicit consent, or any content that could damage the reputation or business interests of TOUS les JOURS or Three Sisters Group LLC. This policy applies at all times, including off-duty hours, and violation may result in immediate termination and legal action. Nothing in this policy is intended to restrict employees' rights under Section 7 of the National Labor Relations Act to discuss wages, hours, or working conditions with coworkers.

14c. Company Equipment Return. Upon separation, Employee must return all Company property-uniforms, aprons, name tags, keys, and access cards-on or before the last day of work. The Company will not withhold wages for unreturned property absent a separate signed written authorization as required by Virginia law; however, lawful recovery of the replacement cost of unreturned items may be pursued through appropriate legal channels.

SECTION 15 - WORKPLACE SAFETY & INJURY REPORTING

Employees must immediately report any work-related injury, illness, or unsafe condition to the on-duty manager on the day the incident occurs. Failure to report promptly may affect eligibility for workers' compensation benefits. The Company maintains workers' compensation coverage as required by Virginia Code § 65.2-100 et seq. and will not retaliate against any employee for reporting a workplace injury or safety concern in good faith.

SECTION 16 - VIDEO SURVEILLANCE NOTICE

Company premises-including the sales floor, production area, storage areas, and building exterior-may be monitored by video surveillance for safety, security, and operational purposes. Recordings may be reviewed in connection with disciplinary investigations. No surveillance is conducted in restrooms, changing rooms, or other areas where employees have a reasonable expectation of privacy.

SECTION 17 - REASONABLE ACCOMMODATION

The Company will provide reasonable accommodations to qualified individuals with disabilities in accordance with the ADA and applicable Virginia law, and to employees with sincerely held religious beliefs in accordance with Title VII. An employee seeking an accommodation must submit a written request to management. The Company will engage in a good-faith interactive process to identify and implement effective accommodations.

SECTION 18 - SMOKING & TOBACCO POLICY

Smoking, vaping, and use of any tobacco or electronic cigarette product is strictly prohibited inside the store, in the production area, and within fifteen (15) feet of any building entrance or customer-facing area. Employees may use designated outdoor areas during authorized breaks only. Violations are subject to disciplinary action up to and including termination.

SECTION 19 - POLICY AMENDMENTS

The Company reserves the right to revise workplace policies and procedures in accordance with operational needs and applicable law. Where a conflict exists between this Agreement and a subsequently issued Company policy or employee handbook, the more recently issued written document shall govern, except that the at-will employment provisions of Section 2 may

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only be modified pursuant to the procedure set forth therein.

SECTION 20 - GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict-of-law provisions. Any legal action, claim, or proceeding arising out of or relating to this Agreement or the employment relationship between the parties shall be brought exclusively in the Fairfax County Circuit Court or, where federal jurisdiction applies, in the United States District Court for the Eastern District of Virginia. Each party hereby irrevocably submits to the personal jurisdiction of such courts and waives any objection to venue or jurisdiction in connection therewith.

EMPLOYEE ACKNOWLEDGMENT, CONSENT & AGREEMENT

Read carefully before signing. By signing below, Employee acknowledges receipt, review, and full understanding of this Agreement and agrees to be bound by each of the following provisions as a material condition of employment.

(A) At-Will Employment: Employment is at-will and may be terminated by either party at any time, for any lawful reason, with or without notice. No verbal promise regarding job security is binding, and only the Managing Member may alter this status by a separate signed written agreement.

(B) Legal Work Authorization: Employee certifies that all documents presented for Form I-9 verification are genuine and that Employee is fully authorized to work in the United States. Misrepresentation of immigration status or identity constitutes grounds for immediate termination and referral to appropriate authorities. Employee acknowledges that the Company retains Form I-9 documentation on file in accordance with federal recordkeeping requirements.

(C) Wage Payment Method: The Company's standard payment method is direct deposit pursuant to Va. Code § 40.1-29. Direct deposit enrollment is voluntary. An Employee who elects not to enroll or is unable to participate shall notify management in writing within five (5) business days of hire and shall receive wages by paper check or another lawful method agreed to in writing. No adverse action shall be taken against an Employee solely for declining direct deposit. Cash wage payments are not available under any circumstances.

(D) Service Charge & Gratuity Distribution: Company-collected service charges and gratuities are Company property distributed at management's sole discretion. No specific share is guaranteed, amounts will vary, and policy changes will be communicated at least five (5) business days in advance.

(E) Overtime - Hourly Employees: As a non-exempt hourly employee, Employee is entitled to overtime at 1.5× the regular rate for hours worked beyond forty (40) in a workweek. Overtime requires advance management approval; unauthorized overtime may result in discipline, though all compensable time will be paid.

(F) Salaried Exempt - No Overtime Premium (If Applicable): Employees classified as salaried exempt under the FLSA acknowledge that no overtime premium will be paid for hours beyond forty (40) per week, that a minimum of forty (40) hours per week is expected, and that the Company may reclassify to hourly status upon written notice if warranted.

(G) Attendance Point System & Auto-Termination: Employee has reviewed and agrees to the following point schedule: Tardiness = 0.5 pt; Early Departure (unapproved) = 0.5 pt; Unexcused Absence = 1.0 pt; No-Call/No-Show = 1.0 pt plus possible immediate termination. Accumulation of 3.0 or more points at any time between January 1 and December 31 results in automatic termination. Points reset on January 1. FMLA/ADA-protected absences are excluded, provided required procedures are followed.

(H) Timekeeping, Time-Clock & Biometric Data Consent: Employee will clock in and out accurately for every shift and break. Buddy punching results in immediate termination. Employee expressly consents to the collection, encrypted processing, and storage of facial recognition data, PIN, and reference photo captures for timekeeping purposes as described in Section 7, acknowledges that prior written notice has been provided herein, and agrees that this consent is a material condition of employment.

(I) Meal Break: A 30-minute unpaid meal break is provided when a shift exceeds eight (8) hours. Employee may voluntarily waive the break by notifying the on-duty manager at the time. Any instance in which management prevents Employee from taking a scheduled break must be reported in writing on the same day.

(J) Theft - Zero Tolerance: Theft of any cash, currency, or Company property-regardless of quantity or value-will result in immediate termination and possible referral to law enforcement. No exceptions apply.

(K) Eating on Duty: Consuming food or beverages on the sales floor, in the production area, or at the register without authorization results in a Written Warning plus 1.0 point on the first offense and immediate termination on the second. Employee accepts this as a material condition of employment.

(L) Conduct Warnings & Cumulative Termination: Accumulation of three (3) or more Written Warning Reports for combined attendance and/or conduct violations between January 1 and December 31 constitutes grounds for automatic termination, regardless of infraction type or the time elapsed between incidents.

(M) Harassment & Reporting: Employee agrees to maintain a respectful workplace at all times. Discrimination, harassment, or misconduct-whether experienced or witnessed-must be reported promptly to management, preferably in writing. Retaliation against any employee who reports in good faith is strictly prohibited.

(N) Food Safety: Employee agrees to comply with all applicable food safety and hygiene standards throughout employment. Violations may result in a Written Warning or immediate removal from duty depending on the nature of the violation.

(O) Confidentiality: All Company information-including operations, recipes, pricing, customer data, financial records, and personnel matters-is confidential and must be protected both during and after employment. Unauthorized disclosure may result in termination and legal action.

(P) Leave & Vacation: All leave is unpaid by default. Any paid time off is a discretionary benefit that may be modified or revoked at any time. Time-off requests must be submitted in writing at least two (2) weeks in advance, and approval is not guaranteed.

(Q) Workplace Safety & Workers' Compensation: Work-related injuries, illnesses, and unsafe conditions must be reported to management on the day they occur. Employee acknowledges that the Company maintains workers' compensation insurance as required by Virginia law and will not face retaliation for good-faith safety reporting.

(R) Video Surveillance: Company premises may be monitored by video surveillance for safety, security, and operational purposes. Recordings may be used in disciplinary investigations. No surveillance is conducted in restrooms, changing rooms, or other private areas.

(S) Reasonable Accommodation: A written request submitted to management is the proper procedure for seeking accommodation of a disability or sincerely held religious belief. The Company will engage in an interactive process to identify effective accommodations in compliance with applicable law.

(T) Complete Agreement & Amendments: This Agreement constitutes the entire understanding between the Company and Employee regarding the terms of employment and supersedes all prior verbal or written representations. The Company may amend its policies at any time with reasonable written notice. Employee confirms having had adequate opportunity to read this Agreement in full and to ask questions prior to signing, and has not relied on any verbal promise not contained herein.

BY SIGNING BELOW, I CONFIRM THAT I HAVE READ, FULLY UNDERSTOOD, AND VOLUNTARILY AGREE TO ALL TERMS (A) THROUGH (T) SET FORTH ABOVE.

Employee Full Name (Print)

Employee Signature

Manager / Witness Signature

Date

A signed copy of this Agreement shall be retained in the employee's personnel file. Employee receives a copy for personal reference.

Attached Documents Required Below Signature (Form I-9 Document Reference Guide - Documents to be collected, copied, and retained on file)

Category	Required Documents
U.S. Citizen	U.S. Passport (Original) + Social Security Card (Original)
Permanent Resident	Permanent Resident Card (Green Original) + Social Security Card (Original)
International Student / Spouse of Visa Holder	REAL Driver's License(Original) or Visa Document(EAD) + Social Security Card (Original)
All Others	REAL ID Driver's License or State ID Card (Original) + Social Security Card (Original)

All original documents will be copied and returned immediately after review and copying for file retention