

Statement of Work #: 5

Project Title: Tuck Shop Academy Part II

NO SERVICES MAY BE PERFORMED UNTIL DROPBOX AND SUPPLIER SIGN THIS STATEMENT OF WORK

This Statement of Work ("SOW") is entered into between Dropbox, Inc. ("Dropbox") and

Supplier Name ("Supplier"): Acrobat Outsourcing
Address: 665 3rd Street, Suite 415, San Francisco, CA 94107
Project Manager: Ariel Hasbun, Operations Manager
Telephone: 415-373-1218
Email: ariel@acrobatoutsourcing.com

and is effective as of April 29, 2019, if left blank the effective date is the date last signed by a party below ("SOW Effective Date").

Dropbox Project Manager: Alexandra Bouillon, Global F & B Operations Manager
Telephone: 401-263-6686
Email: alexandrab@dropbox.com

This SOW is governed by, and incorporated into, the Inbound Services Agreement, with an Effective Date of February 14, 2016 (the "ISA"). The terms of this SOW are limited to the scope of this SOW and are not applicable to any other SOWs.

Terms and Conditions

1. Term. Unless terminated earlier in accordance with the termination provisions set forth in the ISA, this SOW will end on the completion of the Services by Supplier, which will not be later than December 31, 2019, and acceptance of the Services by Dropbox.
2. Services. Supplier hereby agrees to perform services for Dropbox as described below (the "Services") in subsections 2.1 and 2.2.
 - 2.1. Description. Supplier will source and employ participant from Episcopal Community Services to participate in the Dropbox Tuck Shop Academy.

Tuck Shop Academy ("Program")

- The Tuck Shop Academy is a culinary apprenticeship program created by Dropbox's culinary team, "*The Tuck Shop Team*" in partnership with San Francisco-based nonprofit, Episcopal Community Services ("ECS").
- The Tuck Shop Academy will provide ECS participant ("Apprentices") an introduction to the food services industry through a paid comprehensive training curriculum.
- Program will run for 2 consecutive weeks at a time, with 50 hours on-site at the Dropbox location and 1 hour at Supplier's location for onboarding.

2.2. Location. Supplier will provide the Services at 333 Brannan St. San Francisco, CA 94107 & 665 3rd Street, Suite 415, San Francisco, CA 94107

3. Deliverables. “Deliverables” is defined in the ISA and means the work product Supplier creates under a SOW, including any materials provided by Supplier to Dropbox during the course of performing Services. Deliverables delivered to Dropbox by Supplier shall be as set forth below in this Section 3.

3.1. Description.

Supplier Deliverables:

- a. Supplier will employ the Apprentices whom ECS screened and recommended for the Tuck Shop Academy
- b. Supplier will receive Apprentice recommendation from ECS and vet candidates prior to recommending and off-boarding to Dropbox Tuck Shop Academy. Apprentices must be suitable to work in professional environments
- c. Supplier will pay Apprentices on-time according to the payment terms specified in Section 4.3.
- d. Each Apprentice will have a designated Tuck Shop Manager and ECS Counselor (an employee of ECS). Supplier will attend regular check-ins with Apprentices, Tuck Shop Manager and ECS Case Managers (on the Friday of week 1)

Before Apprentices begin the Tuck Shop Academy, Supplier will complete the following requirements for each Apprentice:

- (i) Ensure that Apprentices are sourced using a variety of methods, job boards online, referrals etc.
- (ii) Ensure that Apprentices come to Supplier's office and fill out a paper application, and a written skills test
- (iii) Ensure that Apprentices are interviewed, then asked to present or complete a paper resume
- (iv) Ensure that Apprentices are selected for hire and asked to present Type A or B & C Identification (as required by Homeland Security). This includes a passport, State issued ID, SS Card, Birth Certificate and or Federally issued authorization to work in the United States.
- (v) Ensure that Apprentices must fill out an I-9 form using Acrobat HireRight Software
- (vi) Ensure that Apprentices pass E-Verify
- (vii) Ensure that Apprentices are placed in front of onboarding software on an Acrobat Laptop and fill out their online application, sign NDAs, Consent to Run Background, personal bio data, photographed, etc.
- (viii) Conduct background checks on each Apprentice prior to Apprentice going on-site at Dropbox
- (ix) Ensure that Apprentices are given an official offer letter
- (x) Ensure that Apprentices must complete a 1-hour Orientation at the Supplier's office where Supplier covers Supplier & Tuck Shop Academy rules and policies, payroll process, timekeeping, injury process, HR policies, uniforms and grooming, do's and don'ts, workplace harassment, safety, how to be successful at Supplier office & Tuck Shop
- (xi) Ensure that Apprentices have obtained (either through ECS or Acrobat) and can present a valid Food Handler's card within 30 days of start date. Supplier can provide them with a computer to do this on and a voucher with a discount that only costs them \$5 instead of the usual \$40 cost of this state-requirement

Dropbox Deliverables:

- a. Dropbox will execute a curriculum that provides introduction to three skills
 - (i) Intro to Knife Skills
 - (ii) Intro to Culinary Equipment
 - (iii) Intro to Menu Development, Planning and Service

50 hours training over two weeks

Approximately 5 hours of training each day, with 15-minute break

An unpaid meal break available before the 5th hour of training or work, during which the Apprentices are relieved of all duties and uninterrupted.

- b. Dropbox will provide the tools to each Apprentice required to begin the program (knives, gift cards for ECS to purchase non-slip shoes, or other equipment necessary as decided by the designated Tuck Shop Manager)
- c. Provide weekly check-ins with Apprentices and ECS Counselors

- d. Temporary visitor's pass for each Apprentice for building access
- e. Performance Review: Dropbox will complete and return an Apprentice Performance Review (Exhibit B) to Supplier at the conclusion of each Apprentice's participation in the program. Dropbox will notify Supplier, at Dropbox's discretion, whether or not Dropbox will accept Apprentice as a regular contingent worker through Supplier.

3.2. Documentation.

- a. Completed I-9
- b. Acceptable IDs/Employment Authorization Documents for onboarding (attached as Exhibit A)
- c. Apprentice Performance Review (attached as Exhibit B, schedule 2)

3.3. Support and Training. Training in culinary, knife and menu planning, development and service skills based on Curriculum provided by Dropbox Manager

3.4. Technical Requirements: N/A

3.5. Functional Requirements: N/A

4. Payment.

4.1. Maximum Payment Amount. Notwithstanding anything else in the ISA to the contrary and unless otherwise agreed upon in writing by Dropbox, Dropbox's maximum liability for all Services under this SOW will not exceed the amount on Dropbox Purchase Order which references this SOW.

4.2. Applicable Currency. U.S. Dollars.

4.3. Hourly Payments. Supplier will pay each Apprentice an hourly rate of USD\$16.00 ("Hourly Pay") according to the payment schedule details outlined below. Dropbox will pay Supplier for all positions at regular schedule the Hourly Pay +60% mark up.

- a. Week 1 Payments: The Supplier will issue the first paycheck to each Apprentice during their applicable, first week on a Friday of the Program, in a form of a live check. The paychecks will be made available for pick up at Supplier's office by the end of day. For example, if an Apprentice is scheduled for a later shift and cannot pick up a paycheck by end of day, the checks will be available for the Apprentice to pick up Friday morning of Week 1.
- b. Week 2 Payments: During week 2 of an Apprentice's participation of the program, Supplier's paychecks will be made out to each Apprentice through one of three methods below, and as determined and agreed upon by Supplier and Dropbox:
 - (i) Live check – available to pick up at Supplier office
 - (ii) Global Cash Card – Reloadable debit card. Account is made in Apprentice's name. Supplier will deposit the funds onto the card. Card is activated by staff
 - (iii) Direct Deposit – Direct deposit form from Apprentice bank needs to be provided to Supplier

4.4. Expenses. Dropbox will reimburse the following expenses under this SOW: N/A. These expenses will only be approved if they are: (i) reasonable, actual, and necessary (without mark-ups or commissions); (ii) approved in writing by the Dropbox Project Manager before incurring the expense; and (iii) the request for reimbursement is accompanied by the documentation requested by Dropbox to establish the type, date, amount, payment and purpose for the expense.

5. Supplier Resources. Supplier will utilize the following to complete the Services and Deliverables pursuant to this SOW:

5.1. Supplier's Resources. N/A.

5.2. Open Source. Supplier represents and warrants that it will not include any open source software in the Deliverables.

6. Dropbox Resources. All property and assets, whether tangible or intangible, provided by Dropbox to Supplier will remain property of Dropbox. Dropbox property provided to Supplier will include: N/A
7. Special Terms.
- 7.1. Supplier represents and warrants that it is in full compliance with the City of San Francisco's Health Care Security Ordinance.
- 7.2. Name & Likeness Rights. Both parties hereby grant the other party to use, reuse, and to grant others the right to use and reuse, a party's name, its employees, officers, and directors, photograph, likeness (including caricature), voice, biographical information, marketing materials, and any reproduction or simulation thereof, in any form of media or technology now known or hereafter developed (including, but not limited to, film, video and digital or other electronic media) (the "Use"), both during and after the Program, for any agreed upon purposes related to the Program, such as marketing, advertising, credits, and presentations. For the avoidance of doubt, after the Program, neither party shall create any new Uses except if such Use is a derivative work of a Use which pre-dated such termination of temporary placement, or otherwise agreed upon by both parties in writing.

This SOW is accepted and agreed to by the authorized representative of each party:

Supplier:



Patricia Fonseca (Apr 25, 2019)

Signature

Patrícia Fonseca

Name

CFO

Title

Apr 25, 2019

Date

Dropbox:



Brian Mattingly (Apr 26, 2019)

Signature

Brian Mattingly

Name

GFD

Title

Apr 26, 2019

Date

