



Statement of Work #: 6

Project Title: Little-r Placement Program (Coffee Roasting Program)

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 June 25, 2019, if left blank the effective date is the date last signed by a party below ("SOW Effective Date").

Dropbox Project Manager: Olja Goolsby
Telephone: 616-608-2864
Email: Olja@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 August 7, 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 Center for Employment Opportunities ("CEO") to participate in the Dropbox Little-r Placement Program.

Little-r Placement Program ("Program")

- The Program is a coffee roasting training program created by Dropbox's Little-r team, "*The Little-r Team*" in partnership with San Francisco-based nonprofit, CEO.
- The Little-r Placement Program will provide CEO participant(s) ("Trainee(s)") an introduction to the coffee roasting and barista industry through a paid comprehensive training curriculum in Little-r Coffee Shop.
- Program will run for 6 consecutive weeks (June 25, 2019 – August 7, 2019), with 10 hours on-site training at the Dropbox location paid training per week (paid by Dropbox) and 2 hours of mentoring by a non-Dropbox-affiliated third-party mentor per month for a total of 72 hours for the entire program
- Sessions will be held every Tuesday and Wednesday from 8:00AM – 1:00PM.

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 Trainees whom CEO screened and recommended for the Program
- b. Supplier will receive Trainees recommendation from CEO and vet candidates prior to recommending and off-boarding to the Program. Trainees must be suitable to work in professional environments
- c. Supplier will pay Trainees on-time according to the payment terms specified in Section 4.3.

Before Trainees begin the Program, Supplier will complete the following requirements for each Trainee:

- (i) Ensure that Trainees are sourced using a variety of methods, job boards online, referrals etc.
- (ii) Ensure that Trainees come to Supplier's office and fill out a paper application, and a written skills test
- (iii) Ensure that Trainees are interviewed, then asked to present or complete a paper resume
- (iv) Ensure that Trainees 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 Trainees must fill out an I-9 form using Acrobat HireRight Software
- (vi) Ensure that Trainees pass E-Verify
- (vii) Ensure that Trainees are placed in front of onboarding software on a Supplier laptop and fill out their online application, sign NDAs, Consent to Run Background, personal bio data, photographed, etc.
- (viii) Conduct background checks on each Trainee prior to Trainees going on-site at Dropbox
- (ix) Ensure that Trainees are given an official offer letter
- (x) Ensure that Trainees must complete a 1-hour Orientation at the Supplier's office where Supplier covers Supplier & Program 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 & Little-r
- (xi) Ensure that Trainees have obtained (either through CEO or Supplier) 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 ensure that CEO provide the tools to each Trainee required to begin the program (knives, non-slip shoes, or other equipment necessary as decided by the designated Little-r Manager)
- b. Each Trainee will have a designated Little-r Manager and third-party independent mentor
- c. Dropbox to provide weekly check-ins with Trainees and third-party mentor
- d. Temporary visitor's pass for each Trainee for building access
- e. Performance Review: Dropbox will complete and return an Apprentice Performance Review (Exhibit B) to Supplier at the conclusion of each Trainee's participation in the Program. Dropbox will notify Supplier and CEO, at Dropbox's discretion, whether or not Dropbox will accept Trainee 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 coffee roasting and barista skills based on curriculum provided by Little-r 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 Trainee an hourly rate of USD\$18.00 ("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 Trainee 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.
- b. Week 2 – 6 Payments: Starting week 2 through week 6 of Trainee's participation in the program, Supplier's paychecks will be made out to each Trainee 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 Trainee's name. Supplier will deposit the funds onto the card. Card is activated by staff
 - (iii) Direct Deposit – Direct deposit form from Trainee 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 predated 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
PATRICIA FONSECA (Jun 25, 2019)

Signature

PATRICIA FONSECA

Name

CFO

Title

Jun 25, 2019

Date

Dropbox:

Brian Mattingly
Brian Mattingly (Jun 25, 2019)

Signature

Brian Mattingly

Name

Global Food Director

Title

Jun 25, 2019

Date

