

EMPLOYMENT ACKNOWLEDGMENT

My Name Is:

My Address Is:

Daniel Díaz Duran
107 Brazil Ave.
San Francisco CA
94112

1. I understand that I am an employee of Acrobat Outsourcing (“Acrobat”) and am on assignment to work in the Dropbox kitchen (known as and referred to herein as “The Tuckshop”), but am not an employee of Dropbox or any of Dropbox’s affiliated companies or divisions, nor is my assignment in The Tuckshop indicative of future employment with Dropbox.
2. I understand and acknowledge that Acrobat is solely responsible for all of the following aspects of my employment:

Payroll
Benefits (if enrolled)
Paid Time Off (if any)
Paid Sick Time Off (if any)
Health Insurance
Scheduling
Orientation
Human Resource Issues
Workplace Complaints
Discrimination Complaints
Injuries
Disciplinary Issues
Taxes and Deductions

None of the items listed above are administered or controlled by Dropbox, The Tuckshop or their management. I understand that any questions, issues, concerns, or grievances relating to my assignment working in The Tuckshop should be addressed to Acrobat, starting with the Acrobat On-site Manager to whom I report for these items.

3. I understand that Acrobat, not Dropbox, will determine and communicate my pay rate to me, as well as any information about benefits to which I may be entitled from Acrobat.
4. I understand that I will receive a paycheck from Acrobat, not Dropbox, and that this paycheck may be picked up at or distributed by Acrobat.
5. I understand that as an Acrobat employee, I am not eligible to participate in any benefits plans, policies, or programs established or administered by Dropbox, including, among other things, vacation or holidays (PTO), holiday pay, paid sick time off, health, life or disability insurance, pensions, profit sharing, retirement or stock purchase plans.

6. I waive any right or claim to participate in or receive benefits from Dropbox for any time period during which I am an employee of Acrobat.
7. I understand that Acrobat will handle routine personnel matters, such as reference and background checks. There will be no common personnel records between Acrobat and Dropbox.
8. I hereby authorize Acrobat to provide a copy of this signed Employment Acknowledgment to Dropbox.

I have read and understand the above policies and guidelines.

Date

08/29/19

Acrobat's Employee

Signature:

Daniel Díaz Duran

Print Name:

Daniel Díaz Duran

GYM AND GYM CLASS WAIVER

Hello Contractors!

Thanks for reviewing this release, which applies to Dropbox and its affiliated companies, officers, directors, employees, agents, representatives, successors and assigns, and any third party company or trainer who conducts a class at or on behalf of Dropbox (collectively, "Dropbox"). The release covers your use of the Dropbox gym and its equipment, and your participation in classes held at and/or paid for by Dropbox (collectively, "the gym").

Sadly, we can't and don't make any representations that exercise or your use of the gym is safe. To that end:

You agree to indemnify, save, and hold Dropbox harmless from, and agree not to sue Dropbox for any loss, liability, damage, or cost we may incur from any and all claims or causes of action, by anyone and anywhere, for your personal injuries, property damage, or wrongful death due to your use of the gym, whether caused by negligence or otherwise.

You agree that this waiver, general release and indemnity agreement is intended to be as broad and inclusive as permitted by California law, and that if any part of it is invalid, the rest will still be legally valid.

You agree that your use of the gym is voluntary and not related to your work, and that Dropbox (and Dropbox's insurance carrier) is not liable for payment of Workers' Compensation for any injury resulting from your use of the gym.

You warrant that the following statements are true, and understand that Dropbox relied on them in giving you permission to use the gym:

No oral, written or implied representations, statements or inducements apart from this written agreement have been made to you.

You're aware of the health and injury risks of exercise and use of the gym and voluntarily assume those risks. You voluntarily release, waive, discharge, relinquish, and agree not to sue Dropbox for any and all claims, causes of action, and liability for personal injury, property damage, or wrongful death, while you are using the gym, caused by negligence or otherwise.

You've read this document, have had the opportunity to consult legal counsel, and voluntarily sign this waiver, general release and indemnity agreement.

Dated:

08/29/19

Daniel Díaz Duran
Signature of Contractor

Daniel Díaz Duran
Print Name

Tuckshop Policies

The Basics

- Tuckshop workers must be ready to work at their start time. Be fully dressed with hat, apron, chef coat/polo, name tag, appropriate pants (no jeans), and non-slip/non-marking shoes.
- Tuckshop workers must obtain a ServSafe food handler card within 30 days of their start date.
- Removable uniform items must be removed before using the restroom. Leave them under countertops or use the coat hangers near the bathroom.
- Maintain a clean shave, trimmed nails, clean appearance, and safeguard piercings, if any. Good first and lasting impressions on personal hygiene are a must.
- Tuckshop workers must wash their hands after bathroom breaks, smoke breaks, and meal breaks, or any other other situation as outlined in the ServSafe manual.
- Used towels, aprons, and jackets must be sorted into their appropriate bins. Minimize side towel usage where possible. Coach others as needed.
- For safety and professionalism, limit cell phone usage to emergencies, and alert your shift manager before you step out of the kitchen to use them.

Kitchen Stuff

- Enforce FIFO in the walk-in. Use older product first.
- Check storage areas for open containers before opening new ones.
- Replace common items to their proper place.
- Do not place anything on the floor in the walk-in. Everything must be on wheels or feet. No milk crates.
- Separate all refuse: compostable items in the green bin, recyclable items in the blue bin, and gloves/plastic wrap/dirty foil/twist ties/aseptic containers etc in the black bin.
- Monitor the sound level of the kitchen. Refrain from playing excessively loud music or engaging in loud conversations.
- Close your station properly, and communicate to coworkers if you need assistance. You are responsible for your station and mise en place.
- For safety, earphones are strictly prohibited while working.

Professionalism

- Performance issues may result in Performance Improvement Plans (PIPs) or other remedial action, possibly including termination.
- During a standard 8-hour shift, one 10-minute paid break must be taken before and after the meal period. Notify your lead when you take your break.
- During a standard 8-hour shift, one 30-minute unpaid meal break must be taken between the 3rd and 5th hour of work. Family meal will be provided.
- Maintain a professional appearance and attitude with all Tuckshop workers and Dropboxers.
- Sick Policy: Notify your lead AND Acrobat as soon as you know you won't be able to make your shift.
- Tardy Policy: Notify your lead AND Acrobat as soon as you know you will be late for your shift. Excessive tardiness may result in a PIP or other remedial action.
- Do not let personal issues affect your work. We have an open door policy – if there are any issues with you and your life don't hesitate to communicate. If an emergency requires you to leave, alert your lead.
- Report all injuries, big and small, to your shift manager. Contractors must notify their agency immediately.
- Tuckshop contractors may not post on social media about what we do here.
- To drink alcoholic beverages at Dropbox, contractors must be hosted by a Dropboxer and be accompanied at all times.

Attorney-Client Privileged and Confidential Work Product

Tuckshop Code of Conduct

Our mission is to provide the best corporate food in the world. To help us accomplish this mission and run a safe and healthy kitchen, we count on everyone assigned to work in the Tuckshop to follow certain standards. And by everyone, we mean "everyone." We're all in this together: these standards apply equally to Dropboxers and those employed by Acrobat or other staffing agencies.

Attendance and Punctuality: All Tuckshop workers must be at their respective work stations, in full uniform (See Below), at their scheduled start times, unless otherwise excused.

- An unexcused absence is counted as a full (1) incident and a tardy is counted as a half (.5) incident.
- Employees must notify their supervisor of their absence 2 or more hours in advance of their scheduled start time.
- New hires, within their first 90 days of employment, are allowed no more than 2 attendance-related incidents.
- After their first 90 days, all Tuckshop workers are allowed no more than 5 attendance related incidents in a year, effective from date of hire. Generally, a written warning will be issued following 4 attendance-related incidents, and a final written warning will be issued following 5 attendance-related incidents, but this isn't a lock-step process and Dropbox may decide to issue warnings sooner or to take different action, depending on the circumstances. If you have 6 attendance related incidents or more, you will be asked to leave Dropbox. A No Call No Show will be grounds for disciplinary action and you may be asked to leave Dropbox.

Uniforms and Appearance: All employees will represent the Tuckshop with a professional appearance:

- For health and safety reasons, please be clean-shaven or have neatly groomed facial hair and trimmed nails, with long hair pulled back and secured. Hair nets will be provided as necessary.
- All kitchen personnel must wear the following: Hat, Chef Coat (with undershirt tucked in), Apron, Kitchen Pants, Non-Slip Shoes. They also must carry a Probe Thermometer and Sharpie.
- Non kitchen personnel must wear non-slip shoes and work-appropriate pants, shirt and hat (where applicable)

Professional Conduct

- Provide polite and hospitable service to all Tuckshop guests
- Tuckshop workers are not permitted to drink alcoholic beverages during working time. Non-Dropboxers may enjoy Dropbox happy hours if hosted and accompanied by a Dropbox employee.
- Keep it respectful - excessive inappropriate or profane language is prohibited and will result in disciplinary action.
- For health and safety reasons, Tuckshop employees may not use cell phones except on breaks or when approved by a supervisor

Printed Name Daniel Díaz Duran

Signature Daniel Díaz Duran

Date 08/29/19