

# Nationwide Policies

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## Welcome to Dropbox!

As a company, our mission is to **design a more enlightened way of working**. While our mission helps us figure out where we're going, our values are our guide posts for how we get there. These values serve as a compass, not as a hammer. Use them to start conversations, but not a formula for decision-making.

### Our mission

**To design a more enlightened way of working.**

### Our values



#### **Be Worthy of Trust**

Millions of teams trust us with their most important information. But this trust can vanish in an instant. That's why integrity is the foundation of our culture. We do the right thing, even when nobody's looking. And we're honest—even when it's uncomfortable.



#### **They Win, We Win**

Our customers come first. So, we put in the work to deeply understand them. We ask, "Who's the customer?" and "What do they *really* need?" When they succeed, our business (and everything else) falls into place.



#### **Keep It Simple**

Simple things work better—and make more sense. So, we build products that do a few things really well. And, we don't overcomplicate life at Dropbox, whether it's a

plan or a process. Getting to simple isn't always easy, but it's worth the effort.

### **Own It**

We take responsibility for our work, from start to finish. When we get stuck, we unblock ourselves. When something goes wrong, we don't ask, "What did *they* screw up?" but "What could *I* do better?" We learn from our mistakes and keep going—until we have real impact.

### **Make Work Human**

Our mission is to design a more enlightened way of working, for Dropboxers and the world. So, we make products that prioritize our needs as humans. And we build a compassionate culture where you can do your best work—no matter who you are or where you're from.

## **Our Core Responsibilities**

Our Core Responsibilities serve as a single company-wide framework for hiring, performance, and learning. Learn more [here](#) or refer to the [helpme@ portal](#) for additional information.

## **WHY A WORK BOOK?**

The point of this Work Book is simple: it's meant to help Dropboxers understand their workplace. We want you to know what to expect and how to succeed. We also want you to know that we take our commitment to establishing an ethical and inclusive work environment seriously.

Please read these policies with care. If you don't understand something, speak up. And, if you do understand something but think it's not being followed, speak up. Effective ways to do this include contacting your HR Business Partner ("HRBP") or your manager, or raising your concern through [Convercent](#) - our Ethics and Compliance hotline.

Dropboxers work all over the U.S. and different states have different laws. To take this into account, this Work Book is divided into two parts:

1. Nationwide Policies, which describes the policies that apply to all U.S. Dropbox employees nationwide.
2. State-Specific Policies, which describe certain state-level policies.

If you have a question about something and you live in a state that does not have a state-specific policy, please reach out to your HRBP!

And now a few words from Legal:

This Work Book's policies take immediate effect and replace any previous policies on the same topics. Dropbox may change these policies at any time without advance notice, but we'll do our best to alert you to any changes taking effect, with the exception of at-will employment. The policy of at-will employment only can be modified by the CEO in a signed writing. Finally, none of these policies can be changed verbally (like if your manager tells you one thing but the policy states another).

## **NATIONWIDE POLICIES**

### **Employment Policies**

#### **Employment At-Will**

Employment at Dropbox is "at-will." This means that Dropboxers have the right to end the employment relationship at any time, with or without cause or notice, and Dropbox has the same right. Dropbox also has the right to change hours, wages, working conditions or any other terms and conditions of employment at any time, with or without cause or notice. No manager has the authority to change or modify the fact that employment with Dropbox is at-will. The at-will employment policy can only be modified by the CEO or his authorized representative in a signed writing.

#### **Employee Eligibility and Work Authorization**

Dropbox is committed to employing only individuals who are authorized to work in the United States and who comply with applicable immigration and employment

law. As a condition of employment, every Dropboxer must provide satisfactory evidence of his or her identity and legal authority to work in the United States within three business days of starting employment. If the Dropboxer cannot verify their right to work in the United States within three business days of employment, Dropbox will be required to terminate their employment immediately.

## **Equal Employment Opportunity**

Dropbox is committed to providing equal employment opportunities for all Dropboxers and people who apply to work at Dropbox.

### **What does that mean?**

Dropbox does not discriminate in employment opportunities (such as hiring or promotion) or practices (like discipline, compensation or benefits) against applicants or employees on the basis of the following legally protected characteristics: race, color, religion, sex, gender, gender identity or expression, genetics, marital status, military or veteran status, citizenship status, age, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, pregnancy or child birth (including breast-feeding), sexual orientation, or any other characteristic protected by applicable local, state or federal law.

### **Self-Identification of Gender and Pronouns**

Dropbox allows employees to self-identify their gender, name and/or pronoun, including gender-neutral pronouns. Dropbox will use an employee's gender or legal name as indicated on a government-issued identification document, only as necessary to meet an obligation mandated by law. Otherwise, Dropbox will identify the employee in accordance with the employee's current gender identity and preferred name.

### **Transitioning Gender Identity**

Dropbox supports all employees and their gender expression. Please reach out to your HRBP if you have questions about resources for transgender Dropboxers or if you need support during your transition.

## **Americans with Disabilities Act**

Dropbox is committed to promoting equal employment opportunities for all qualified people with disabilities in accordance with the Americans with Disabilities Act and applicable state laws.

Dropbox forbids any discrimination against qualified disabled applicants or Dropboxers. Dropbox provides reasonable accommodation for Dropboxers or applicants with a disability in accordance with applicable law, unless the accommodation would present an undue hardship and/or a direct threat to the health and safety of the individuals or others. So, if you require an accommodation to perform the essential functions of your job, enjoy an equal employment opportunity and/or obtain access to job benefits, please report that need to your manager or to your HRBP, and Dropbox will work with you by engaging in the interactive process. Dropbox will evaluate information you or your health care provider will provide about any limitations, and will then work with you to identify any possible accommodations that will help to eliminate or otherwise address the limitation(s) and/or help you perform your essential job functions. Dropboxers should cooperate with this process by providing all necessary documentation supporting their need for an accommodation, and be willing to consider alternative accommodations when appropriate.

Under this policy, Dropbox 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.

Dropbox will not retaliate against or tolerate retaliation against Dropboxers who request an accommodation under this policy.

## **Religious Accommodation**

Dropbox will provide reasonable accommodations for employees' religious beliefs, observances, and practices when a Dropboxer identifies that they need an accommodation. That means that Dropbox, if possible, will find a reasonable way to eliminate the conflict between your religious beliefs, observances, or practices and your job requirements, without causing undue hardship to the company. If you perceive a conflict between job requirements and a religious belief, observance, or

practice, please bring the conflict and your request for an accommodation to your HRBP to initiate the accommodation process.

## **Sexual and Other Harassment**

Dropbox is committed to providing a work environment free of sexual or other harassment.

### **What does that mean?**

Dropbox prohibits harassment of Dropboxers and applicants in the workplace based on the following legally protected characteristics: race, color, religion, creed, sex, gender, gender identity or expression, medical condition, genetics, marital status, military or veteran status, citizenship status, age, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, pregnancy or child birth (including breast-feeding), sexual orientation, or any other characteristic protected by applicable local, state or federal law. But this laundry list isn't all. Understand that Dropboxers can be subject to discipline for all forms of offensive or unwelcome physical or verbal conduct that interferes with a Dropboxer's work or creates an offensive or hostile working environment.

All such harassment is unacceptable and won't be tolerated.

Dropbox's anti-harassment policy applies to all Dropboxers, as well as to contingent workers (e.g., contractors and those placed at Dropbox by staffing agencies), vendors and other persons at the workplace. Dropbox personnel are expected to not even come close to the line when it comes to harassment.

### **Sexual Harassment Policy**

We want to draw special attention to our views on sexual harassment. We cannot emphasize enough that sexual harassment in the workplace is prohibited.

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

- Submission to such conduct is made a term or condition of employment; or
- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or

- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment includes various forms of offensive behavior based on sex and includes gender-based harassment of a person of the same sex as the harasser.

Sexual harassment can occur between any individuals, regardless of their sex, gender or gender identity.

Here are some examples of behavior that may constitute sexual harassment, but understand that this isn't an exhaustive list:

- Unwanted sexual advances;
- Verbal conduct such as epithets; derogatory jokes or comments; slurs or unwanted sexual advances, invitations or comments; graphic and/or suggestive verbal commentaries about an individual's body; sexually degrading words used to describe an individual;
- Visual conduct such as leering, sexually-oriented posters, photography, cards, screen savers, cartoons, drawings or gestures;
- Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex or sexual orientation;
- Sexual conduct (verbal, visual or physical) that unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss;
- Making or threatening reprisals after a negative response to sexual advances, and/or
- Offers of employment benefits in return for sexual favors.

## **What's Expected of You**

First, don't engage in any of the prohibited behavior described in this policy — full stop. If you believe you have been harassed in violation of this policy, sexually or otherwise, or if you have witnessed such harassment, please report this to your manager, HRBP or via Convercent. It's best to communicate your report in writing, but if you do not feel comfortable, it's not mandatory. Managers must refer all harassment complaints to the appropriate HRBP. Dropbox will investigate the

allegations in a timely and objective manner, and all relevant parties will be advised of the investigation's results.

This isn't simply about what the law requires, but about what's right. Because a harassment-free work environment is so important to Dropbox, Dropbox may take disciplinary action against a Dropboxer who exhibits poor judgment or engages in inappropriate behavior, including sexually inappropriate conduct, even if it falls short of unlawful harassment. Also, Dropbox will not retaliate against a Dropboxer for filing a complaint of sexual harassment or participating in any investigation related to sexual harassment, and we won't tolerate retaliation by management, Dropboxers or co-workers. Any concerns about retaliation should be reported to your HRBP immediately.

Any Dropboxer determined by Dropbox to be responsible for harassment in violation of this policy will be subject to appropriate disciplinary action, up to and including termination of employment.

Please see your state-specific policies for more details.

### **Abusive Conduct**

Dropboxers are expected to refrain from any abusive conduct in the workplace, which includes any malicious conduct that a reasonable person would find hostile, patently offensive, and unrelated to Dropbox's legitimate business interests.

Examples of abusive conduct include repeated infliction of verbal abuse, such as the use of malicious, derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating. Abusive conduct does not include reasonable action by managers taken to direct or control how Dropboxers perform their work or to provide feedback on workplace performance, or any legitimate exercise of authority administered in a professional and constructive manner.

A single act does not usually constitute abusive conduct. But a continuous pattern of such acts may be considered abusive. Our People team will evaluate each situation and address as needed.

If you feel that you or someone else has been subjected to abusive conduct in the workplace, please reach out to your manager or HRBP.



## Drug Free Workplace

The unlawful possession of drugs or other controlled substances at Dropbox isn't allowed.

### What does that mean?

You may not possess, distribute, use or be under the influence of illegal drugs while at work, work functions or while driving for work purposes. Marijuana remains illegal as a matter of federal law and therefore you may not possess, distribute, use or be under the influence of marijuana while at work, work functions, or while driving for work purposes. If you violate this policy, you could face disciplinary action up to and including termination of your employment.

### Be Worthy of Trust

We know that alcohol is available at Dropbox and served at many Dropbox social events. Employees and guests must be at least 21 years of age to consume alcohol onsite or at any Dropbox sponsored event. This is a privilege based on trust, *not* an invitation to get drunk. You're responsible for yourself and for your guests' conduct too. Excessive intoxication is not an excuse for violating Dropbox's rules or applicable law.

You should not drink and drive following any Dropbox event under any circumstances. If ever you feel you might be unable to drive safely after a Dropbox event, you can ask Dropbox to provide ride fare or other assistance in getting home by contacting [gsoc@](mailto:gsoc@) or 1-844-346-4762.

## Lactation Accommodation

Dropbox will provide a reasonable amount of break time for any Dropboxer who needs to express breast milk for the Dropboxer's infant child. Dropboxers needing breaks for lactation purposes may use ordinary paid rest breaks or may take other reasonable break time when needed.

Dropbox provides lactating employees with lactation rooms ("Nursing Rooms") which contain a room or a private area, other than a bathroom or toilet stall, in close proximity to their work area that is shielded from view and free from intrusion from co-workers and the public. Nursing Rooms are safe, clean and free from toxic or hazardous materials; contain a surface (e.g., a table or shelf) to place a breast pump

and other personal items; contain a place to sit; and have access to electricity.

Nursing Rooms also have refrigerators where Dropboxers can store breast milk and have a sink with running water. You can find more information on Nursing Rooms and how to gain access at [drl/benefits](#). If you have trouble finding an available Nursing Room, please reach out to [benefits@](#).

Dropbox 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, including time off for medical appointments, changes in work schedules, and other requested accommodations. Dropbox will not tolerate discrimination or harassment against any Dropboxer based on the request for or usage of lactation accommodations.

Dropbox will comply with all applicable mandatory lactation accommodation laws. Please refer to your state-specific policies for more information.

# Compensation Practices

## Employment Categories and Classifications

For purposes of state and federal laws governing working conditions, Dropboxers are classified by the nature of their position and by their normally scheduled hours of work. Although additional classifications may be established by Dropbox from time to time, or by certain laws or regulations, the definitions used most commonly by Dropbox are as follows:

### **Regular Full-Time Dropboxers**

Regular full-time Dropboxers are those who generally are scheduled to work (and normally do work) at least 20 hours per week. Regular full-time Dropboxers are eligible for most Dropboxer benefits described in this Work Book. Please defer to any benefit plan documents for eligibility requirements and information.

### **Part-Time Dropboxers**

Regular part-time Dropboxers may be assigned a work schedule in advance or may work on an as-needed basis. Regular part-time Dropboxers' pay is pro-rated by the number of hours worked. Regular part-time Dropboxers who work fewer than 20 hours per week are not eligible for the Dropbox benefits described elsewhere in this

Work Book, unless otherwise required by applicable law. Please defer to any benefit plan documents for eligibility requirements and information.

### **Temporary Dropboxers**

Temporary Dropboxers are those individuals employed for short-term assignments (like interns!). Short-term assignments generally will be periods of three months or less; however, such assignments may be extended. Temporary Dropboxers are not eligible for most Dropbox benefits except where mandated by law.

### **Leave Status**

Dropboxers who are on any type of leave of absence, work-related or non-work-related, are on leave status. Continuation of benefits such as PTO, medical benefits, equity vesting, etc. depends on the type of leave. Please reach out to Benefits@ if you have questions.

### **Exempt or Non-Exempt Dropboxers**

Regardless of full-time, part-time, or temporary status, all Dropboxers are generally divided into two legal classifications under the Fair Labor Standards Act and/or state law: exempt and non-exempt. A fundamental difference between the two is that non-exempt Dropboxers are eligible to earn overtime pay and exempt Dropboxers are not. You can expect to be informed of your “exempt” or “non-exempt” status when you are hired at Dropbox or change roles at the company. All “exempt” or “non-exempt” classifications are determined by the Legal team.

Dropbox may change the employment classification for Dropboxers at any time based on the nature of their job assignment, responsibilities, or compensation. You will be notified of any change to your employment classification. Reach out to your HRBP if you have questions about your employment classification. To read more about exempt vs. non-exempt classifications, check out [this page](#).

## **Policies for Non-Exempt Dropboxers**

**Heads up:** The policies in this section apply mainly to non-exempt Dropboxers. They are important not just because they describe what Dropbox requires of its non-exempt Dropboxers, but also because they help non-exempt Dropboxers understand what they can (and should) expect from Dropbox.

## **Standard Workday/Workweek**

Here's our basic operating schedule:

- Standard working hours are 9am to 5pm, Monday through Friday. However — since we're a Virtual First company, we don't expect everyone to be "in their seats" for 8 hours straight. Please be available for meetings and synchronous work during [core collaboration hours](#), and work with your manager if you're planning a non-linear schedule.
- The "workday" begins at 12:01 a.m. and ends at midnight. The "workweek" begins on Sunday and ends the following Saturday.
- A normal workweek is usually:
  - Non-exempt employees: 40 hours per week
  - Full-time exempt employees: 40 hours plus additional hours as needed to meet your job requirements

## **Lunch and Rest Breaks**

At Dropbox, we recognize the need for balance, and we encourage all Dropboxers to take brief moments of rest throughout the day (e.g., eating lunch, stepping outside for fresh air). Non-exempt Dropboxers will be permitted to take meal and rest breaks as needed. Additionally, Dropbox will comply with all applicable federal and state rules pertaining to meal and rest breaks for non-exempt employees.

Please refer to your state-specific policies for more information on meal and rest breaks.

## **Time-Keeping Requirements**

All non-exempt Dropboxers are required to report all of their time worked in Workday. If you are non-exempt, you must record your working time at the start and at the end of each work period and, if required under applicable law, at the start and end of each meal period. You also must record your time whenever you stop/pause working for any reason other than Dropbox business and normal rest breaks.

Dropboxers should report any time sheet errors to their manager for correction.

## **Overtime**

As necessary, non-exempt Dropboxers may be required to work overtime. Only non-exempt Dropboxers are entitled to overtime compensation. For purposes of determining which hours constitute overtime, only actual hours worked in a given workweek or workday will be counted when calculating overtime. This means that

time spent in connection with voluntary Dropbox activities (such as a Pride parade, going to Happy Hour, etc.) is not paid and does not count as actual hours worked for purposes of calculating overtime. Dropbox provides compensation for all overtime hours worked, as required by law. Unless otherwise stated in this Work Book (check your state-specific policies!) all hours worked in excess of 40 hours in one workweek will be treated as overtime, and will be compensated at one and one-half times the Dropboxer's regular rate of pay.

Please refer to your state-specific policies for more information.

### 1. Authorization for Overtime

- Non-exempt Dropboxers should only work overtime when their manager determines that overtime is necessary to meet Dropbox's operating needs.
- All overtime must be approved in advance by your manager. Failure to obtain advance manager approval for overtime may result in disciplinary action, up to and including the termination of employment. If you believe you cannot complete the requirements of your position without working overtime, you should discuss the situation with your manager or your HRBP.

### 2. Dropbox's Reporting Requirements and Prohibition on "Off the Clock" Work

- All non-exempt Dropboxers must accurately report the amount of time they work for Dropbox.
- No Dropboxer is permitted to report time for another Dropboxer. **Deliberately falsifying a time record will be grounds for disciplinary action.**
- Non-exempt Dropboxers also are prohibited from working for Dropbox "off the clock" – that is, working for Dropbox but not reporting the time worked. Working "off the clock" or failure to report all time worked will be grounds for disciplinary action, up to and including termination from employment. Additionally, any manager who directs another Dropboxer to work off the clock or without reporting time worked will be subject to disciplinary action. In any event, any Dropboxer who reports having worked "off the clock" will be paid for such time.

Report all time worked – even if unauthorized – because we want you to be paid. But if you do work overtime without advance permission, your behavior will be addressed because that behavior is contrary to this policy.

If you believe your manager has directed you not to report hours worked, you must report the matter to your HRBP immediately.

Non-exempt Dropboxers are not expected to work after hours to perform functions such as checking and responding to work-related Dropbox email or text messages, as this is considered time worked and must be reported on the non-exempt Dropboxer's timesheet.

### **3. No Retaliation**

- Dropbox prohibits any form of retaliation against Dropboxers for reporting hours worked or seeking or receiving earned overtime compensation. If ever you believe you have been retaliated against for reporting hours worked or seeking or receiving overtime compensation, you must report the matter to your HRBP immediately.

## **Exempt Employees**

Exempt and Non-exempt Dropboxers must record absences for reasons such as leaves of absence, sick leave, or PTO in Workday.

All Dropboxers are paid on a salary basis, but the following only applies to our exempt employees. This means you regularly receive a salary each pay period; which Dropbox will not reduce because of changes in the quality or quantity of your work. In general, an exempt employee will receive their salary for any week in which the Dropboxer performs any work, regardless of the number of days or hours worked, except in the following circumstances:

- When an exempt employee takes one or more full days off for personal reasons other than sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available PTO to make up for the reduction in salary;
- When an exempt employee takes one or more full days off from work due to sickness or disability, the employee will not be paid for such day(s) of absence (unless eligible for pay under our leave of absence policies), but the employee may use available sick time to make up for the reduction in salary;
- When an exempt employee works only part of the week during their first and last week, with Dropbox, 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, Dropbox will not pay for such days/hours of absence.

Your salary will not be reduced if you are absent from work due to service as a juror, witness or in the military or for lack of work.

Dropbox prohibits any deductions from pay that violate the Fair Labor Standards Act or applicable state laws. If you believe Dropbox has made an improper deduction to your salary, please immediately report this information to your manager or HRBP. We will promptly investigate and if we find that Dropbox improperly deducted your salary, we will promptly reimburse you.

## **Payment Policies**

### **Payment of Wages**

There are 24 pay periods per calendar year at Dropbox. Paydays are the 15th and the last day of each month. If a payday falls on a Saturday or a Sunday or holiday, paychecks will be available on the preceding workday. Earnings will be subject to applicable taxes and withholdings.

### **Expense Reimbursement**

Dropboxers may have to travel as part of their job. Dropbox will take care of reasonable costs associated with business and travel expenses (T&E). T&E guidelines can be found [HERE](#).

## **Employee Relations**

### **Voluntary Open Door Policy**

Suggestions for improving Dropbox are always welcome. If you have a problem or concern, or see a better way to get something done, you should talk with your manager. If you have a problem or misunderstanding with another Dropboxer, you are welcome to work it out directly with that person. Frank, open communication is usually the best approach, but if there's an issue that you cannot or do not feel comfortable discussing with your fellow Dropboxer, you're welcome to discuss the situation with your HRBP or any manager.

### **Leaving Dropbox**

## **1. Giving Notice**

If, for whatever reason, the time comes when you need to move on, we'd appreciate if you would give at least two weeks written notice to your manager, so that we have time to transition your work responsibilities.

## **2. Voluntary Termination**

Dropboxers may be considered to have voluntarily terminated their employment if the Dropboxer:

- Resigns from Dropbox or quits;
- Fails to return from an approved leave of absence with the appropriate return to work certification on the anticipated return date unless the reason for not returning is legally protected or an extended leave of absence is permitted in accordance with applicable law; or
- Fails to report to work without notice to Dropbox for three consecutively scheduled workdays.

## **Being On Time and Showing Up**

Dropboxers are expected to follow the work schedule they've agreed upon with their manager. You should notify your lead in advance if you expect to be late or absent.

Except in extenuating circumstances, Dropboxers must call or email their manager on any day they are scheduled to work and will not be able to work.

## **Absenteeism and Tardiness**

Excessive absenteeism or tardiness won't be tolerated. If you are unable to work, you must contact your manager as early as before your start time.

If you need to sign off from work early, you must notify your manager as soon as you learn that you will not be able to complete your work day. We may ask about the general reason for your absence, tardiness, or early departure. Unless extenuating circumstances exist, you must contact your manager each and every scheduled day on which you will not report to work, unless you are on an approved leave of absence, or otherwise have approval for the absences.

Excessive absenteeism or tardiness may result in disciplinary action up to and including termination of employment, unless the absence or tardiness is excused or



approved. The following are examples of types of time off that will not be considered grounds for disciplinary action under this policy:

- Time off that was previously approved by your manager, including PTO;
- Paid sick and safe time provided under a mandatory sick and safe time leave law or our policies;
- Approved state and federal leaves of absence, including but not limited to jury duty leave, military leave, leave protected under the Family and Medical Leave Act or similar state laws, and time off or leave specifically approved by Dropbox as an accommodation under the Americans with Disabilities Act or similar state laws; and/or,
- Time off due to a work-related injury that is covered by workers' compensation.

Each situation of absenteeism, tardiness or early departure will be evaluated on a case-by-case basis. If you believe you have been mistakenly subject to disciplinary action for an absence, tardiness or early departure that you believe is or should be excused/approved, please reach out to your HBRP to discuss. We will investigate and address appropriately.

## Standards of Conduct and Ethics

### 1. Worldwide Code of Business Conduct and Ethics

Dropbox's [Worldwide Code of Business Conduct & Ethics](#) (the "Code") and the policies referenced in the Code are in place to ensure that all Dropboxers are honest and ethical in the work they do at Dropbox and that they comply with all applicable laws, rules and regulations. All Dropboxers are required to comply with the Code and the related policies, so we encourage you to review them closely. You can find our policies on a number of important topics in the Code, including but not limited to our policies on Conflicts of Interest, Gifts, and Insider Trading, among many others.

### 2. Conflicts of Interest

It is important to avoid conflicts of interest, which are situations where a Dropboxer's personal interests could prevent the Dropboxer from completing their job duties objectively and effectively.

Please refer to our [Conflicts of Interest policy](#) for more information.

### **3. Standards of Conduct**

To make sure all Dropboxers are safe and have the best possible work environment, we expect Dropboxers to follow basic rules of conduct that will protect everyone's interests and safety. We can't list all behavior that we consider unacceptable in the workplace, but the following are examples of conduct that may result in disciplinary action, including suspension, demotion or termination of employment:

- Falsification of employment records, employment information or other records;
- Theft or the deliberate or careless damage of any Dropbox property or the property of any employee;
- Use of Dropbox materials, supplies, tools or products for personal reasons without advance permission from management;
- Possessing, distributing, selling, transferring or using, or being under the influence of alcohol or illegal drugs in the workplace during working time;
- Provoking a physical fight or engaging in physical fighting during working hours or on premises owned or occupied by Dropbox;
- Using abusive, violent, threatening or vulgar language at any time during working hours or while on premises owned or occupied by Dropbox;
- Failing to observe working schedules, including meal and rest breaks;
- Working overtime without authorization or refusing to work assigned hours;
- Instructing a non-exempt Dropboxer to work hours "off the clock," i.e., work hours but do not log them in Workday;
- Falsifying time records in Workday;
- Violating any safety, health or security policy, rule or procedure of Dropbox;
- Committing a fraudulent act or intentional breach of trust under any circumstances; and
- Violating any rules, procedures, and/or terms of conditions of employment provided for in this Work Book or in other agreements you may have entered into with Dropbox throughout your tenure.

Nothing in this policy is intended or should be construed to modify or eliminate the at-will nature of any given Dropboxer's employment or Dropbox's at-will employment policy.

### **4. Retaliation Policy**

Dropbox encourages a speak up culture!

Choosing to speak up about workplace concerns helps build a healthy, ethical, and compliant company and is part of our culture. To promote that culture, Dropbox encourages employees to speak up and raise questions and concerns promptly about any situation that may violate our Code of Conduct, our [core values](#), our policies, or other laws. At Dropbox, our people are our most valuable asset. It benefits all of us if we raise our concerns so we may consider them carefully and address them properly.

Dropbox is deeply committed to promoting a culture of ethical conduct and compliance with:

- Our Code, Core Values, and policies;
- The laws, rules, and regulations that govern our business operations; and
- Best practices in accounting, auditing and financial reporting matters.

We expect all of our employees, officers, directors, and agents to follow this commitment in all aspects of their work. Consistent with this commitment, we welcome your good faith questions and concerns about any conduct you believe may violate our Code, especially conduct that may be illegal, fraudulent, unethical, or retaliatory.

We promote an environment that fosters honest, good faith communications about matters of conduct related to our business activities, whether that conduct occurs within Dropbox, involves one of Dropbox's contractors, suppliers, consultants, or clients, or involves any other party with a business relationship to Dropbox.

Please refer to our [Whistleblowing Policy](#) for more detail.

## External Communications

Dropbox is committed to providing the public with timely, transparent and credible information consistent with our legal obligations.

To that end, Dropbox's [External Communications Policy](#) sets forth guidelines regarding communications by our employees, officers, directors and contingent workers with the media, members of the investment community (including analysts, institutional and individual stockholders), and others who are not bound to us by a

duty of confidentiality. It's intended to cover most types of communication, including, without limitation, communication directly with the media or securities analysts, at investment conferences, press events or conference calls, or otherwise.

Please refer to the [External Communications Policy](#) for more detail.

## **Recording/Photography Policy**

Dropbox is committed to safeguarding our Dropbox confidential and proprietary information and protecting our employees' privacy and personally identifiable information. To promote these goals, Dropboxers are prohibited from using any electronic devices, including but not limited to smart phones, cameras, and other photographic devices, and digital recorders, or tape recorders, to capture still photographs or to video-record or audio-record conversations, images, or company meetings with employees, managers, or third parties without prior written approval from their HRBP or manager.

This policy does not apply to Dropboxers who are required to use recording or photography equipment in the workplace as part of their job duties with Dropbox (e.g., a photographer), as long as that equipment is used in a manner consistent with, and in furtherance of, their job duties.

## **Social Media**

Dropboxers are expected to follow the [Dropbox Employee Social Media Policy](#).

## **Use of Technology While Driving**

The upshot of this policy is simple: don't use your devices and drive. The costs of driving distracted are too great. It's not worth the risk to your health or the health of others or - let's be frank- the potential exposure to liability it creates for Dropbox.

All Dropboxers who drive on Dropbox business, whether in a personal or company vehicle shouldn't be distracted by mobile devices at any time while driving. You must comply with any applicable laws concerning the use of cell phones and other technology while driving. Dropboxers who are charged with traffic violations

resulting from the use of technology while driving will be solely responsible for all liabilities that result from such actions.

Also, certain states have very strict rules regarding use of electronic devices while driving. Dropboxers are expected to familiarize themselves with these when driving in those areas.

## Personnel Records

Any request for information from personnel files must be directed to your HRBP.

Only the People team is authorized to release information about current or former Dropboxers in response to an official request on behalf of Dropbox. Disclosure of personnel information will be limited and your privacy protected, but understand that Dropbox will cooperate with requests from authorized law enforcement or government agencies conducting investigations or background checks.

## Smoking

We want to provide all Dropboxers with a healthy and safe work environment.

Accordingly, smoking is only permitted outside our Studios in designated areas.

This policy applies equally to vaporizers and e-cigarettes.

## Office Safety

Dropbox allows a lot of “toys” around the office. Their continued existence is entirely within your control. Here’s what we mean: scooters, ripsticks, skateboards and related devices are a privilege, not a right. To help Dropbox continue to be in a position to offer these types of perks, Dropboxers must exercise caution and make safety a top priority. Specifically, Dropboxers must:

- Use these devices as intended by the manufacturer
- Not excessively speed or race
- Not allow guests (including kids!) to use these devices
- Use good judgment and [#beworthyoftrust](#)

## Reference Requests

Dropbox's policy is to provide a "neutral" reference -- we limit what's said to hire date, termination date, last position held, employee classification, active status and (with the Dropboxer's permission only) salary information. To ensure this policy is followed, all official requests for references on behalf of Dropbox regarding current or former Dropboxers should be directed to the Verification of Enrollment team at [voe@dropbox.com](mailto:voe@dropbox.com). No other manager or Dropboxer is authorized to provide information in response to official references on behalf of Dropbox or as a representative of Dropbox.

Wait, does this mean Dropboxer's can't provide references to former colleagues?

No. But if you do, understand that it's in your personal capacity only and you don't have Dropbox's permission to speak or act on behalf of the company in this regard.

## **Service Animals and Emotional Support Animals**

Generally, Dropboxers cannot bring pets to work. However, Dropbox allows employees to bring a Service Animal or Support Animal (as defined below) (collectively, "Assistive Animal") into the workplace where required as a reasonable accommodation under the Americans With Disabilities Act (ADA) and/or applicable state law. If you believe that an Assistive Animal may be a reasonable accommodation for your disability, you must engage in the interactive process with Dropbox. You will be expected to provide the following:

- Documentation from your health care provider stating that you have a disability and explaining the limitations imposed by your disability, unless the disability is obvious;
- Documentation from your health care provider explaining why you require the presence of the Assistive Animal in the workplace (e.g., why the animal is necessary as an accommodation to allow you to perform the essential functions of the job), unless the reason is obvious (i.e., a guide dog for a blind Dropboxer); and
- Written confirmation that the Assistive Animal:
  - is free from offensive odors and displays habits appropriate to the work environment, for example, the elimination of urine and feces; and

- does not engage in behavior that endangers the health or safety of others in the workplace.

To initiate this interactive process, please reach out to your HRBP. No Assistive Animal is authorized to be on Dropbox's premises until this process is completed and you have authorization from your HRBP.

Below are definitions for purposes of this policy:

- "Service animals:" Service animals refers to an animal (generally dogs) needed to guide or provide assistance to persons with disabilities in the activities of independent living. The Americans with Disabilities Act (ADA) defines service dogs as a dog that has been individually trained to do work or perform tasks for an individual with a disability.
- "Support Animal" Support Animal is an animal that provides emotional, cognitive, or other similar support to a person with a disability.

## Benefits and Leaves

Regular full-time Dropboxers and their eligible dependents are eligible to participate in Dropbox's group insurance plans, effective as of the Dropboxer's hire date or other qualifying event.

The terms and conditions of each of Dropbox's group insurance plans are governed by the insurance policies and official plan documents, which are subject to change.

An outline of benefits offered in the U.S. is set forth in the next section. More information can be found on [drl/benefits](#).

## Insurance Benefits

### Health Insurance

Dropbox provides several health insurance (e.g., medical, dental and vision) plan options for eligible Dropboxers. Dropboxers who elect to add coverage for their dependents must pay a portion of the premiums for such coverage.

## **Short-Term and Long-Term Disability**

Dropbox provides short-term disability (“STD”) and long-term disability (“LTD”) benefits to eligible Dropboxers.

## **Social Security**

Social Security is an important part of each Dropboxer’s retirement benefit. As such, Dropbox pays a matching contribution to Dropboxers’ Social Security taxes.

## **Retirement Plan**

Dropbox provides a 401k plan for eligible Dropboxers in order to assist in planning for your retirement. Information regarding eligibility, benefits, contributions, employer match and tax status can be found on [drl/benefits](#).

## **Workers’ Compensation**

You may be eligible for workers’ compensation payments in the event you are injured in the course and scope of your employment. To be eligible for worker’s comp, the injury or illness must be work-related. Neither Dropbox nor its insurance carrier will be liable for the payment of workers’ compensation benefits for injuries that occur during your voluntary participation in any off-duty recreational, social, or athletic activity sponsored by Dropbox. You must immediately report every work-related injury or illness to your manager and HRBP. Any delay in reporting an accident or illness may delay workers’ compensation benefits.

*Please also refer to the state-specific policies for additional state benefits that may apply.*

## **Time Off**

Dropbox recognizes the need for all Dropboxers to have time away from work for a variety of reasons. Therefore, Dropbox has multiple time-off allowances, which are described below.

Regular full-time Dropboxers may be eligible for all of these time-off allowances. For information regarding eligibility for part-time Dropboxers, please refer to the specific policies below.



If you know in advance that you will need time off, you must notify your manager ahead of time. If you are absent unexpectedly (for example, in case of illness), you should call or email your manager as soon as possible to explain the absence.

## **1. Paid Time Off**

Taking time off each year to refresh and relax is important and we encourage Dropboxers to do so regularly.

Guidelines for scheduling PTO:

- You must work with your manager to schedule time off for mutually agreed upon dates.
- It's your responsibility to obtain your manager's approval in Workday a reasonable time before taking time off. Manager approval will not be unreasonably withheld, but will be based upon business needs, workload, available staffing and will be subject to this policy.
- Approval also may be granted or denied based on your work performance and your ability to meet your work commitments and duties.
- If you feel you are having trouble or are unable to schedule time off around your work obligations, please speak with your manager, or, if you prefer, see your HRBP for assistance. Dropbox is committed to allowing you a meaningful opportunity to take time away from work.

### ***Exempt Dropboxers: Flexible Paid Time Off ("Flexible PTO")***

*What is Flexible PTO?*

Flexible PTO allows qualifying Dropboxers the flexibility to take personal time away from work for purposes such as holidays and vacations, personal reasons (e.g. waiting for the plumber), and relaxation. Flexible PTO is not available for any leave that is eligible for statutory leaves of absences, including, but not limited to, leave under the Family and Medical Leave Act, the California Family Rights Act, the Americans with Disabilities Act, California's Pregnancy Disability Act, California's Fair Employment and Housing Act, state and paid sick time, and/or any other federal, state or local law of similar impact. If you need time away from work due to illness or medical condition, instead of using Flexible PTO, please log your time off as paid sick time or reach out to The Larkin Company to explore your options for a leave of absence.

Flexible PTO under this policy is not a form of additional wages for services performed, but rather part of Dropbox's goal to provide Dropboxers with a flexible work schedule and the freedom to decide when and how much time to take away from work. To that end, Flexible PTO does not accrue. Additionally, there is no entitlement to a specific number of days of Flexible PTO per year. Since there is no guaranteed amount of Flexible PTO, there is no carry-over of unused PTO to the following year, and no payment for unused Flexible PTO if you leave Dropbox.

Approved Flexible PTO days will be paid at your then current rate of base pay.

#### *Who can take Flexible PTO?*

Exempt Dropboxers (and exempt Dropboxers only) are eligible to take Flexible PTO, subject to and in accordance with this policy.

#### *What else do I need to know about Flexible PTO?*

Consistent with business needs (including the need to have work completed in a timely and satisfactory manner) and subject to manager approval, Dropbox encourages Dropboxers to schedule time away from their work under this policy, subject to this and Dropbox's other policies.

While there is no limit on the total number of Flexible PTO days exempt Dropboxers may take in any given year, exempt Dropboxers may only take up to 4 weeks of Flexible PTO at a time. This does not mean you can only take 4 weeks of Flexible PTO total — just that 4 weeks is the biggest consecutive block of PTO that you can take at once (subject to our Recharge policy, explained below).

Dropboxers who do not schedule time off, or who schedule less time off than other Dropboxers under similar circumstances, will not receive additional financial compensation for not taking Flexible PTO.

#### **Recharge:**

We encourage US Exempt Dropboxers to work with their manager to occasionally plan a more significant break (up to 6 consecutive weeks of Flexible PTO) to recharge. If a Dropboxer takes more than 4 weeks consecutive Flexible PTO, their time off is subject to Staff + 1 approval, and will be considered a "Recharge."

Here are a few ways to use your Recharge:

- Celebrating solid performance over time

- Unplugging after pushing to hit a major deadline for a significant work milestone

Please visit [drlbenefits](#) for more information on our Recharge policy, including how to apply for a Recharge and other eligibility criteria.

### ***Non-Exempt Dropboxers: Accrued PTO***

Non-exempt, full-time Dropboxers accrue PTO on a pro-rata basis, as set forth in the chart below. Temporary Dropboxers are not eligible for and do not accrue PTO.

Eligible Dropboxers may use this time for vacation and for reasons that do not fall under the terms of any other Dropbox policy (e.g., paid sick leave).

Once you've reached the maximum accrual cap, PTO will cease to accrue. Accrual will resume after you've taken enough PTO to fall below the cap again. There will be no retroactive accrual for the time your PTO accrual was frozen at the maximum accrual cap.

Annual Accrual	160 hours
Maximum (Capped) Accrual	248 hours (31 days)

Dropboxers generally will not receive pay in lieu of PTO during their employment.

However, if you leave Dropbox, any accrued, unused PTO will be included in your final paycheck. Your PTO payout will be calculated based on the regular rate of pay in effect at the time of your departure.

## **2. Sick Leave**

Amount of Sick Leave: All US Dropboxers receive up to a total of 72 working hours of paid sick leave for each qualifying reason described below (e.g. 72 working hours per illness or injury or other qualifying event). You may not take more than 72 working hours of paid sick leave for any one qualifying reason.

**\*Special exception for Dropboxers in Seattle:** All Dropboxers in Seattle receive up to a total of 108 working hours of paid safe/sick leave for each qualifying reason described below (e.g. 108 working hours per illness or injury or other qualifying event). You may not take more than 108 working hours of paid sick/safe leave.

Engage with The Larkin Company: If you believe that you will need more than 72 consecutive working hours of paid sick leave, for reasons related to your or your family member's health, please engage with The Larkin Company as soon as possible (but at least by the 5th day of your sick leave) to understand and explore your leave rights/options. For example, if you are having a surgery that will require a recovery longer than 72 consecutive working hours or you have a medical condition that will require you to be away from work longer than 72 consecutive working hours, please engage with The Larkin Company as early as possible.

### Qualifying Reasons:

#### *Sick Leave:*

Dropboxers may use paid sick leave in the following circumstances:

- For their own mental or physical illness or injury or health condition;
- For their own need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition;
- For their own need for preventative medical care;
- To care for a Family Member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or who needs preventative medical care, or
- For you or your Family Member donating bone marrow or an organ to another person.

#### *Safe Leave:*

Dropboxers may use safe time in the following circumstances:

- When the Dropboxer or their Family Member has been the victim of a Family Offense Matter, or any act or threat of domestic violence, sexual offense, stalking, or human trafficking and time off is needed.
- When Dropbox is closed by order of a public official due to a public health emergency, or when they must care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency.

A "Family Offense Matter" is an act, or threat of an act that may constitute harassment, aggravated harassment, sexual misconduct, forcible touching, sexual abuse, stalking, criminal mischief, menacing, reckless endangerment, strangulation, criminal obstruction of breathing or blood circulation, assault, identity theft, coercion

or grand larceny, between spouses, former spouses, a parent and child or between members of the same family or household.

A "Family Member" includes:

- child (biological, adopted, foster child, stepchild, legal ward or a child of an employee standing in *loco parentis*);
- spouse;
- current or former registered domestic partner;
- parent (biological, adoptive, foster, step, in-law, or spouse's or Registered Domestic Partner's parent, person who stood in *loco parentis* when the employee was a minor child);
- child or parent of a Dropboxer's spouse or registered domestic partner;
- sibling (half-sibling, step-sibling, and sibling related through adoption) and their spouses/domestic partners;
- grandchild;
- grandparent;
- designated person (if the Dropboxer has no spouse or domestic partner, the Dropboxer may designate one person the Dropboxer may use paid sick leave to care for; the Dropboxer has the opportunity to designate the person once a year.)
- any other individual related by blood to the Dropboxer; and
- any other individual whose close association with the Dropboxer is the equivalent of a family relationship.

Notification/Verification:

Dropbox may require:

- In the event the Dropboxer misses more than 3 consecutive work days due to sick leave, written documentation from a licensed healthcare provider that the use of sick leave was within the permitted reasons for sick leave; or
- In the event a Dropboxer misses more than 3 consecutive days due to safe leave, reasonable verification from a social service provider, victim services provider, attorney, court, law enforcement, clergy member, or notarized letter from the Dropboxer that the use of safe leave was within the permitted reasons for safe leave.
  - The documentation should not disclose the nature of the Dropboxer's illness, injury or health condition or specify the details of a family offense matter, sexual offense, stalking or human trafficking. If requested, you must provide such documentation within seven (7) days of returning to work. If you don't,

Dropbox may deny your sick or safe time request and we may impose other disciplinary action.

If you use sick and safe time for fewer than three consecutive days, Dropbox may request that you provide written confirmation that you used the time for a permissible purpose. Please reach out to your HRBP with questions.

Dropbox will reimburse any Dropboxer who incurs expenses to obtain written documentation to verify sick/safe leave. Please submit these reimbursement requests to your HRBP.

If your need to take sick or safe leave under this policy is foreseeable, you're expected to provide at least 7 days' advance written notice to your lead. Otherwise, you must notify your lead in writing that you need to take sick or safe leave as soon as practicable. In all circumstances, you are responsible for specifying if the time off is for sick leave reasons, so that the absence may be designated as a sick time absence.

Note: Available and unused sick/safe leave is not paid out upon termination/separation. All employees must log the use of sick/safe leave in Workday.

Confidentiality: Dropbox is prohibited from requiring that Dropboxers or their health care service providers disclose personal health information or the details of the matter for which a Dropboxer requests sick and safe time. Dropbox is also required to keep information about a Dropboxer or a Dropboxer's family member confidential unless the Dropboxer consents to disclosure in writing or disclosure is required by law.

\*For purposes of the Seattle sick leave law, Dropbox is considered a Tier 3 employer

### **3. Holidays**

Dropbox observes the paid holidays listed below.

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day

- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

### ***Holiday Pay***

Non-exempt Dropboxers who are asked to work on Company Holidays will receive “holiday pay,” plus additional compensation for any hours worked on that day.

Here are a few examples of how it works:

- If you work 0 hours on a Company Holiday, you get paid for 8 hours of holiday pay
- If you work 4 hours on a Company Holiday, you get paid for 12 hours (8 hours holiday pay + 4 hours time worked)
- If you work 8 hours on a Company Holiday, you get paid 16 hours (8 hours holiday pay + 8 hours time worked)

All U.S. based, non-exempt Dropboxers are eligible for this policy. To receive holiday pay, you must be regularly scheduled to work on the day the Company Holiday is observed. You must work on the regularly scheduled working days immediately before and after the Company Holiday, unless your manager has agreed in advance that you can take those days off or unless you take those days off for another approved reason (e.g. sick leave, etc.). You will only be paid for Company Holidays in your designated location. For example, Austin-based Dropboxers don’t receive holiday pay for working during Dublin holidays. You must obtain approval from your manager in advance. All hours worked must be entered into [Workday](#) by no later than the end of week.

### ***Floating Holidays***

Regular, non-exempt Dropboxers are also eligible for 2 floating holidays each year.

For new hires, the number of floating holidays you receive depends on your start date: Dropboxers hired before July 1st, receive 2 floating holidays for the year upon hire; Dropboxers hired after July 1st, receive 1 floating holiday for the year upon hire.

After the first year of hire, floating holidays are front-loaded and available January 1st. Dropboxers will stop accruing floating holidays beyond a cap of 3 days per year

until the Dropboxer has used floating holidays and is below the cap. Any unused and accrued floating holidays will be paid out upon termination or transfer to an exempt position at the Dropboxer's then regular rate of pay.

#### **4. Jury Duty**

Dropbox encourages everyone to carry out their civic responsibilities by participating in jury duty when you've been selected by the courts. Dropboxers who are required to participate in jury duty will be paid their full salary for the duration of their service, provided you submit materials documenting the length of service. You should notify your manager as soon as you receive a court's notice or summons if you think you might need time off for jury duty.

If work time remains after any day of jury selection or jury duty, non-exempt Dropboxers are expected to return to work for the remainder of their work schedule in accordance with applicable law. You may retain any compensation paid by the court for jury services (mileage allowance, fees, etc.)

#### **5. Voting**

All Dropboxers are encouraged to vote before or after normal working hours. If that's not possible and you must vote during working hours, you may take up to two hours off from working time to vote so long as you get advance approval from your manager. This time off is paid. If you work in a location with greater or different rules, Dropbox will grant whatever is required by law.

#### **6. Bereavement Leave**

We recognize that dealing with the death of a loved one can be extremely difficult, and may require time and attention away from work. Dropbox allows for up to 4 weeks\* of paid bereavement leave for the loss of a loved one (for example, a significant other, child, sibling, parent, grandparent, close friend, etc.)\*\* within 8 weeks of the loss.

*\*We understand the amount of time needed to grieve will vary depending on your relationship and responsibilities during your leave. We trust you to use the allotted 4 weeks however you need during this difficult time.*

*\*\*This is not an exhaustive list of "loved ones." This policy is intended to be liberally construed to give Dropboxers time to grieve when they've been impacted by a personal loss. Please contact your HRBP for further guidance.*



In all circumstances, you will need to work with your manager to plan for the time you will be away from work and create a coverage plan.

Please refer to [drl/benefits](#) for more information on bereavement leave, how to log it in Workday, and details on how to extend bereavement leave.

## **7. Volunteer Time Off**

Regular full time and part time Dropboxers receive up to 32 hours paid time off per calendar year to participate in volunteering activities (“Volunteer Time Off” or “VTO”). You are free to use your VTO days volunteering for a worthy cause that benefits the greater good or eligible nonprofits that are within our charitable guidelines. Just log your hours in [Benevity](#) and Workday so we can track our collective impact!

While eligible Dropboxers are free to perform additional volunteer work on their own time during non-working hours, VTO may not be used to participate in any political activity, campaign event, or any other activity with a political affiliation or purpose — these activities must be pursued in your own personal time. VTO days must be approved in advance by your manager, who has full discretion to allow VTO based on business needs or performance. VTO days may be requested in Workday. Even if Dropboxers are not volunteering as official representatives of Dropbox or at a Dropbox-sponsored event, Dropboxers should always comply with Dropbox rules/policies and applicable law during VTO activities.

Also note that VTO days do not count as actual time worked for purposes of calculating overtime. Accrued and unused VTO also doesn’t carry over from year to year, unless required by applicable law. Finally, unused VTO is not paid out upon termination, unless otherwise required by applicable law.

## **Leaves of Absences**

Leaves of absence are complex. They often entail the coordination of multiple laws and juggling of potential benefits. Some leaves under the law are paid, but most are unpaid. Dropboxers may, however, be eligible for wage supplementation or income replacement benefits. To help Dropboxers navigate their potential options, Dropbox

partners with **The Larkin Company** to provide you with support throughout the leave process. Dropboxers seeking to explore a leave of absence (such as time away from work for more than 5 days, other than PTO) should review the below policies and reach out to The Larkin Company at (866) 923-3336 / [dropboxleaves@thelarkincompany.com](mailto:dropboxleaves@thelarkincompany.com).

Heads up: if you expect to be on a leave during a SPRiTEs cycle, please talk with your HRBP or manager to plan ahead.

It's important that you request any leave in writing with at least 30 days' notice or as far in advance as possible, and give prompt notice if there is any change in your return date.

For more information about your options for a leave of absence, please:

- Read below about the Family Medical Leave Act ("FMLA");
- Read below about Dropbox's New Child Leave Policy;
- Refer to your state-specific policies;
- Head over to [drl/benefits](#), and/or
- Contact the Larkin Company.

## **1. Family Medical Leave Act ("FMLA")**

Dropbox will grant eligible Dropboxers time away from work for family and medical reasons in accordance with applicable federal and state law. Specifically, Dropbox will grant eligible Dropboxers time away from work for the following reasons:

- The birth, adoption or foster care of your child within 12 months following birth or placement of the child (Bonding Leave);
- To care for an immediate family member, such as a spouse, child, or parent, with a serious health condition (Family Care Leave);
- Time away from work because of your own serious health condition (Serious Health Condition Leave);
- A "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's or parent's "covered active duty" as a member of the military reserves, National Guard or Armed Forces (Qualifying Exigency Leave); or
- To care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Service Member" (Military Caregiver Leave).

If you are taking time away from work for reasons related to your own pregnancy or child-birth or to bond with a new child, leave taken post-birth under this policy will run concurrently with paid leave provided under our [New Child Leave](#) policy for eligible employees.

Depending on the circumstances, Dropboxers may be eligible to receive compensation during a leave of absence under this policy from the government, insurance benefits, and/or directly from Dropbox.

- To learn more about your legal rights to family and medical leave and your notice requirements under the FMLA, [please continue reading here](#).
- To learn more about the compensation you may be eligible to receive during a leave of absence under this policy, please go to [drl/benefits](#) or reach out to Benefits@.
- To initiate or explore a leave of absence under this policy, please reach out to The Larkin Company at (866) 923-3336 / [dropboxleaves@thelarkincompany.com](mailto:dropboxleaves@thelarkincompany.com).

## **2. New Child Leave Policy**

Under Dropbox's [New Child Leave Policy](#), qualifying Dropboxers are eligible for up to 24 weeks of paid leave after the birth or adoption of a new child. Continuation of your pay during New Child Leave is contingent upon your application for state/voluntary disability and paid family leave benefits.

Your pay during this timeframe will be integrated with disability insurance, STD and other state or local benefits granted, if any, and as applicable, will not exceed your base salary or OTE. Please refer to our [New Child Leave](#) policy for more information.

Time off under our [New Child Leave](#) policy runs concurrently with any other pregnancy disability leave starting on or after birth, and with any bonding leave to which a Dropboxer may be entitled under applicable local, state or federal law, including but not limited to, pregnancy disability and family medical leave.

## **3. Military Leave**

Dropboxers who serve in the military or reserve service and take military leave should contact The Larkin Company for information about their rights under state and federal law before, during and after such leave. You are entitled to reinstatement upon completion of military service provided you return or apply for reinstatement within the time allowed by law.

Dropbox provides enhanced benefits to support Dropboxers who need to take a leave of absence for military service. Dropboxers who are members of US or state military reserves, the National Guard, or the Naval Militia may take leave to engage in activities such as training, drills, special exercises, mobilization, deployment etc.

- **Top-up Pay**

- Dropbox will provide one year of top-up pay for each military leave. Top-up pay will supplement a Dropboxer's government pay so they will receive their full Dropbox salary while on leave for **one year** (12 consecutive calendar months).

- **Benefits Coverage**

- Dropbox will continue benefits coverage for one year for each military leave. Dropbox will continue subsidized benefits coverage for one year for each military leave and after one year, employees may continue COBRA coverage at their own cost as provided under applicable law.

Please refer to your state-specific policies for more information on leaves under applicable law and reach out to Larkin or [benefits@](mailto:benefits@) for more questions.

## Safety and Security

Dropbox is committed to user and Dropboxer security. Security policies, including Dropbox's Information Security Policy, Physical Security Policy, User Data Privacy Policy and Dropbox Trust Program Policy, can be found [here](#).

Please refer to your state-specific policies for more information on any additional safety and security policies and procedures under applicable law and/or reach out to your HRBP for any questions.

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# California Supplement

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## Discrimination, Sexual and Other Harassment

Dropbox is an equal opportunity employer. Dropbox prohibits discrimination and harassment against Dropboxers, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns and volunteers based on their actual or perceived: race (including traits historically associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify ), age (40 and over), sexual orientation, Civil Air Patrol status, military and veteran status, and any other consideration protected by federal, state or local law (collectively referred to as "protected characteristics" ). Dropbox will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law, nor will it tolerate sexual harassment. Please refer to our Nationwide Policies to learn more about our policy against sexual harassment.

For purposes of this policy, discrimination on the basis of "national origin" also includes discrimination against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States, as well as discrimination based upon any of the following: an individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics associated with a national origin group; marriage to or association with individuals of a national origin group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by

persons of a national origin group; or a name that is associated with a national origin group. The immigration status of a Dropboxer or applicant for employment will not be considered for any employment purpose except as necessary to comply with federal, state or local law.

As explained in our Nationwide Policies, Dropbox is committed to providing a work environment free of harassment based on any characteristic protected by applicable federal, state or local law, and free of sexual harassment. Dropbox also does not retaliate or otherwise discriminate against applicants or Dropboxers who request a reasonable accommodation for reasons related to disability or religion. Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits unlawful discrimination and harassment by any Dropboxer, including supervisors and co-workers.

## **Discrimination, Harassment, Retaliation and Complaint Procedure**

Any Dropboxer who believes that they have been harassed, discriminated against, or subjected to retaliation by a co-worker, supervisor, agent, client, vendor, customer, or any other third party interacting with Dropbox in violation of these policies, or who is aware of such behavior against others, should immediately provide a written or verbal report to his or her manager, any other member of management, Human Resources, or through our confidential hotline, Convercent; which you can find [here](#).

Dropboxers are not required to make a complaint directly to their manager.

Managers who receive complaints of misconduct must immediately report such complaints to their HRBPs. Managers who do not report suspected sexual harassment or otherwise knowingly allow sexual harassment to continue will be subject to discipline, up to and including termination of employment.

When a report is received, Dropbox will conduct a fair, timely, thorough and objective investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. Dropbox expects all Dropboxers to fully cooperate with any investigation conducted by Dropbox into a complaint of prohibited harassment, discrimination or retaliation, or regarding the alleged violation of any other Dropbox policies. Dropbox will maintain confidentiality

surrounding the investigation to the extent possible and to the extent permitted under applicable federal and state law.

After completing the investigation, Dropbox will communicate its conclusion as soon as practical. If Dropbox determines that this policy has been violated, remedial action will be taken, commensurate with the severity of the offense, up to and including termination of employment. Appropriate action will also be taken to deter any such conduct in the future.

In addition to Dropbox's internal complaint procedure, the federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) will accept and investigate charges of unlawful discrimination or harassment at no charge to the complaining party. Information may be located by visiting the agency website at [www.eeoc.gov](http://www.eeoc.gov) or [www.dfeh.ca.gov](http://www.dfeh.ca.gov). Dropbox and the law prohibit retaliation against Dropboxers because they have filed a good faith complaint with the DFEH, participated in an investigation, proceeding, or hearing, or opposed any practice made unlawful by the FEHA.

## **Protection Against Retaliation**

Dropbox will not retaliate and we prohibit our employees from retaliating against any individual on the basis of their participation in an investigation (i.e., using Dropbox's complaint procedure, reporting prohibited discrimination or harassment or filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency.) Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

## **Meal and Rest Breaks [for Non-exempt Dropboxers]**

Dropbox complies with federal and state legal requirements concerning meal and rest breaks for non-exempt Dropboxers. We recognize that Dropboxers perform at



their best when they have the rest and nourishment they need. This policy explains when Dropbox expects California non-exempt Dropboxers to take meal and rest breaks.

## Meal Breaks

Dropbox provides at least one unpaid 30-minute meal period to California non-exempt Dropboxers who work more than 5 hours in a workday, and a second unpaid 30-minute meal period to Dropboxers who work more than 10 hours in a workday, unless they have elected to waive a meal period in accordance with state law. Your meal period is available to you as required by law, should you choose to take it.

Dropboxers are relieved of all of their duties during meal periods and are allowed to leave the premises to complete their meal breaks.

Dropbox provides meal periods as follows:

Number of Actual Hours Worked Per Shift	# Meal Periods	Comments
0 to $\leq$ 5.0	0	A Dropboxer who does not work more than 5 hours in a workday is not provided with a meal period.
> 5.0 to $\leq$ 10.0	1	A Dropboxer who works more than 5 hours in a workday, but who does not work more than 10 hours in a workday, is provided with a 30-minute meal period available before they work more than 5 hours that workday.
> 10.0	2	In addition to the meal break provided before the 5th hour of work, a Dropboxer who works more than 10 hours in a workday is provided with a second 30-minute meal period available before they work more than 10 hours.

Non-exempt employees must record the start and stop times of their meal periods in Workday.

## Rest Breaks

Non-exempt Dropboxers are authorized and permitted to take a 10-minute paid rest break for every 4 hours worked, or major fraction thereof. Dropboxers are relieved of all of their duties during rest periods and are allowed to leave the premises. Dropbox authorizes and permits rest breaks as follows:

<b>Number of Actual Hours Worked Per Shift</b>	<b># of 10 Minute Rest Breaks</b>	<b>Comments</b>
0 to < 3.5	0	A Dropboxer who works less than 3.5 hours in a workday is not entitled to a rest break.
3.5 to ≤ 6	1	A Dropboxer who works between 3.5 and 6 hours in a workday is entitled to one 10-minute rest break.
> 6.0 to ≤ 10.0	2	A Dropboxer who works more than 6 hours in a workday but who does not work more than 10 hours in a workday is entitled to two 10-minute rest breaks.
> 10.0 to ≤ 14.0	3	A Dropboxer who works more than 10 hours in a workday but who does not work more than 14 hours in a workday is entitled to three 10-minute rest breaks.*

*\*Non-exempt employees who work more than 14 hours in a workday may be entitled to additional rest breaks.*

Whenever practicable, rest breaks should be taken near the middle of each 4-hour work period. Dropboxers may not accumulate rest breaks or use rest breaks as a basis for starting work late, leaving work early, or extending a meal period.

Because rest breaks are paid, Dropboxers should not record the start and stop times of their rest breaks in Workday.

## **Responsibilities**

Managers are responsible for administering their team's meal and rest breaks. Any California non-exempt Dropboxer who is not provided with a meal break or authorized and permitted to take a rest break as stated under this policy is entitled to a meal or rest break premium. Dropboxers are responsible for reporting to their

manager any meal break that was not provided or any rest break not authorized and permitted. Any Dropboxer who feels that they are owed a premium as a result of this policy should report the missing premium immediately to his or her manager. Please find instructions on how to report a missed meal break in Workday [here](#).

## Overtime

For California non-exempt employees, all hours worked in excess of 8 hours in a workday, or the first 8 hours worked on the seventh consecutive day in a workweek, will be treated as overtime and will be compensated at one and one-half times the Dropboxer's regular rate of pay. All hours in excess of 40 hours in a workweek are treated as overtime and will also be compensated at one and one-half times the Dropboxer's regular rate of pay. Moreover, hours worked in excess of 12 hours in a workday and in excess of 8 hours on the seventh consecutive workday will be treated as double overtime and paid at double the Dropboxer's regular rate of pay.

## Work-Related Travel Time

As a starting principle, non-exempt Dropboxers aren't expected to travel much for work. But if you're asked to travel for work, here's how you should organize your timesheet:

- All time spent traveling should be recorded in Workday. However, when you take a break from travel to eat, sleep, or participate in other personal activities, such time is not compensable and should not be recorded in Workday as working time.
- Even while traveling, eligible non-exempt employees are provided with a meal period. When recording your meal break, you should record the time you stopped work for the meal period and the time you resumed work following the meal period.
- Be worthy of trust and report your hours accurately. Falsifying time records is not acceptable. If you watch movies on the flight home from a conference that happens to fall outside your regular working hours, please don't submit that time

as working time. Only submit time actually worked outside your regular working hours.

Please review our [Travel and Expense policy](#) before initiating any Dropbox business trip.

# Insurance Benefits

## Disability Insurance

Each Dropboxer is eligible for Short Term Disability Benefits for up to 90 days.

Dropboxers located in California contribute to the Dropbox Voluntary Disability Insurance ("VDI") plan to provide disability insurance pursuant to the California Unemployment Insurance Code. Contributions are made through a payroll deduction. Disability insurance benefits are payable when you cannot work because of illness or injury not caused by employment at Dropbox, or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. If your disability extends beyond 90 days, you may be eligible for Dropbox Long Term Disability benefits.

# Time Off and Leaves of Absences

*NOTE: Leaves of absence and the respective federal/state laws governing them are complex. Fortunately, we've engaged The Larkin Company to help administer leaves and figure all of this out! The following information is provided to notify you of Dropbox's policies and your rights under the law. Contact The Larkin Company if you have questions.*

## 1. California Family Rights Act and Family Medical Leave Act

Dropbox will grant eligible Dropboxers time away from work for family and medical reasons in accordance with applicable federal and state law in effect at the time the leave is granted.

Specifically, Dropbox will grant eligible Dropboxers time away from work for the following reasons:

- The birth, adoption, or foster care of a Dropboxer's child within 12 months following birth or placement of the child (Bonding Leave);
- To care for an immediate family member, such as a spouse, registered domestic partner, child, child of a registered domestic partner; or parent, sibling, grandparent or grandchild with a serious health condition (Family Care Leave);
- For a Dropboxer's own serious health condition (Serious Health Condition Leave);
- A "qualifying exigency," as defined under the FMLA or CFRA, arising from a spouse's or domestic partner's or child's or parent's "covered active duty" as a member of the military reserves, National Guard or Armed Forces (Qualifying Exigency Leave); or
- To care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember" (Military Caregiver Leave).

If you are taking time away from work for reasons related to your own pregnancy or child-birth or to bond with a new child, leave under this policy post-birth will run concurrently with paid leave provided under our [New Child Leave policy](#).

Depending on the circumstances, Dropboxers may be eligible to receive compensation during a leave of absence under this policy from the government, insurance benefits, and/or directly from Dropbox.

- To learn more about your legal rights to family and medical leave and your notice requirements, please continue reading [here](#).
- To learn more about the compensation you may be eligible to receive during a leave of absence under this policy, please go to [drl/benefits](#).
- To initiate a leave of absence under this policy, please reach out to The Larkin Company.

## 2. Pregnancy and Pregnancy-Related Disabilities Leave and Accommodation

Dropbox will grant eligible Dropboxers who are disabled by pregnancy, childbirth, or a related medical condition up to four months of pregnancy disability leave, a temporary transfer, or accommodation as needed. Pregnancy Disability Leave runs concurrently with leave taken under the FMLA, but it does not run concurrently with leave taken under the CFRA.

If you are taking time away from work for reasons related to your own pregnancy or child-birth or to bond with a new child, leave under this policy post-birth will run concurrently with leave provided under Dropbox's [New Child Leave policy](#).

Depending on the circumstances, Dropboxers may be eligible to receive compensation during a leave of absence from state-sponsored programs, through disability insurance, and/or Dropbox's wage-replacement benefit programs.

- To learn more about your legal entitlements to pregnancy disability leave and your notice requirements, please continue reading [here](#).
- To learn more about the compensation you may be eligible to receive during a leave of absence under this policy, please go to [drl/benefits](#).
- To initiate a leave of absence under this policy, please reach out to The Larkin Company.

## 3. Organ and Bone Marrow Donation Leave

Dropboxers who have been employed for at least 90 days may take up to five business days of paid leave per 12-month period for bone marrow donation and up to 30 business days of paid leave per 12-month period for organ donation. In both instances, you must provide Dropbox with medical certification that you are an organ or bone marrow donor and that there is a medical necessity for the donation.

Dropbox may require non-exempt Dropboxers to take up to five days of accrued PTO for bone marrow donation leave and up to two weeks of accrued PTO for organ

donation leave. Any leave accrued under this policy will not carry over to the next calendar year.

The organ donation and bone marrow donation leaves will not count toward your FMLA leave or leave under the California Family Rights Act ("CFRA").

## **4. School or Day Care Activities**

A Dropboxer who is a parent or guardian of a child in kindergarten through grade twelve, or one who is attending a licensed day care facility, may request up to 40 hours of time off each year for the purpose of either of the following activities:

- To find, enroll or re-enroll your child in a school or with a licensed child care provider, or to participate in activities of the school or licensed day care facility. A maximum of 8 hours per month may be requested for these purposes.
- To address a child care provider or school emergency.

A Dropboxer who is a parent or guardian of a child may also take time off to attend the child's school if the child was suspended.

Please give your manager as much advance notice as possible if you need time away for school or day care activities under this policy. Upon request, Dropboxers must provide documentation from the school or day care facility as proof of participation in qualifying activities.

Non-exempt Dropboxers may use any accrued PTO for this purpose. Exempt Dropboxers may use Flexible PTO.

## **5. Military and Military Spouse Leave**

Dropboxers who are members of a US military unit are eligible to take up to 17 days of temporary leave per year, and members of California's military reserve are eligible to take up to 15 days of temporary leave per year, to engage in drills, training, encampment, naval cruises or other special exercises. Please see our Nationwide Policies to learn more about our Military Leave policy and the benefits you may be entitled to.

A Dropboxer who averages over 20 hours of work per week may request up to 10 days off to spend time with a spouse or registered domestic partner on leave from deployment during a period of military conflict, as required by applicable law. If you seek such leave, you must provide your HRBP with notice within two business days of receiving official notice that your spouse will be on leave from deployment during the requested time off. Non-exempt Dropboxers may use any accrued PTO for this purpose. Exempt Dropboxers may use Flexible PTO for this purpose.

## **6. Volunteer Firefighter, Reserve Peace Officer and Emergency Rescue Personnel Leave**

No Dropboxer will be disciplined for taking time off to perform emergency duty as a volunteer firefighter, reserve peace officer or emergency rescue personnel. If you are participating as a volunteer firefighter, reserve peace officer and/or emergency rescue personnel, you must alert your manager so they are aware of the fact that you may have to take time off.

Dropboxers may take up to 14 days off per calendar year to participate in firefighter or law enforcement or emergency rescue training.

Non-exempt Dropboxers may use any accrued PTO for this purpose. Exempt Dropboxers may use Flexible PTO.

## **8. Civil Air Patrol Leave**

Any Dropboxer who is a volunteer member of the California Wing of the Civil Air Patrol and is directed to respond to an emergency operational mission (with some exceptions), is entitled to not less than 10 days of leave per year, beyond any leave benefits otherwise available, provided the Dropboxer has worked for Dropbox for at least 90 days immediately preceding the beginning of the leave. You must provide Dropbox as much notice as possible prior to taking Civil Air Patrol Leave.

Non-exempt Dropboxers may use accrued PTO for this purpose. Exempt Dropboxers may use Flexible PTO.



## **9. Domestic Violence, Sexual Assault and Stalking Leave**

Any Dropboxer who is a victim of domestic violence, sexual assault or stalking may take time off from work to:

- seek relief, including a temporary restraining order or restraining order to help ensure the health, safety, or welfare of themselves or their child,
- to seek medical attention, obtain domestic violence or sexual assault services, obtain counseling, or to participate in safety planning to increase protection from future domestic violence, sexual assault or stalking.

If you need to take time off for these purposes, you should provide as much advance notice to your manager if possible. Eligible Dropboxers may use PTO (accrued or Flexible) or, where appropriate, sick leave, for any time off for these purposes.

In addition, Dropbox is committed to protecting Dropboxers who are victims of domestic violence, sexual assault or stalking by providing them with reasonable accommodation(s). Please report any need for accommodation to your lead or HRBP. Dropbox will immediately work with you, through an interactive process, to determine an appropriate accommodation.

To the extent allowed by law, Dropbox will maintain the confidentiality of anyone requesting leave or reasonable accommodation under this policy.

## **10. Leave to Attend Court Proceedings for Serious Crimes**

Any Dropboxer who is a witness or victim of certain specific felony crimes, or an immediate family member of a victim, as defined by law, may take time off from work to attend judicial proceedings related to that crime. In addition, Dropboxers who are victims of certain specified crimes may also take time off to appear in court to be heard at any proceeding in which a right of the victim is at issue.

Dropbox prohibits discrimination against a Dropboxer who is a victim of certain crimes and wishes to take time off to appear in court to be heard at any proceeding.

A "victim" means any Dropboxer who suffers direct or threatened physical, psychological or financial harm as a result of the commission or attempted commission of a serious criminal offense. The term "victim" also includes the Dropboxer's spouse, registered domestic partner, parent, child, sibling or guardian.

Before Dropboxers may take time off under this policy, they must provide their manager with reasonable advance notice of their intention to take time off, unless the advance notice is not feasible. If a Dropboxer must take an unscheduled absence due to victimization from a serious criminal offense, the Dropboxer must provide Dropbox with a certification within a reasonable time. The types of certification to account for an unscheduled absence include: a police report indicating the Dropboxer was a victim of one of the specified serious criminal offenses; a court order protecting or separating the Dropboxer from the perpetrator of one or more of the specified offenses, or other evidence from the court or prosecuting attorney that the Dropboxer has appeared in court; or documentation from a medical professional, domestic violence counselor or advocate for victims of sexual assault, health care provider or counselor that the Dropboxer was undergoing treatment for physical or mental injuries resulting in victimization from one of the specific serious criminal offenses.

Dropbox will maintain confidentiality of the situation, including a Dropboxer's request for the time off, to the greatest extent possible.

Dropboxers may use accrued benefits, such as PTO or sick leave, in order to receive compensation during the time taken off from work under this policy.

## **11. Lactation Accommodation [San Francisco Dropboxers]**

Dropbox complies with the San Francisco Lactation in the Workplace Ordinance ("LWO") and will provide a reasonable amount of break time to accommodate eligible Dropboxers who wish to express breast milk for their children.

### ***Reasonable Breaks***

Dropboxers 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. Dropboxers will be relieved of all work-related duties during any break for lactation purposes.

### ***Need for Additional Time/Scheduling***

If you need to work out a schedule to take lactation breaks, please reach out to your manager or HRBP.

Dropbox prohibits retaliation against Dropboxers who request a lactation accommodation, file a complaint or otherwise report an alleged violation of the LWO, cooperate in an investigation of an alleged violation of the LWO or inform another person about their rights under the LWO.

Lactation is considered a pregnancy-related condition under California law. Dropbox 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, including requested time off for medical appointments, requested changes in schedules and other requested accommodations.

### ***Use of Nursing Rooms***

Dropbox provides lactating Dropboxers with the use of lactation rooms ("Nursing Rooms") which contain a room or a private area, other than a bathroom or toilet stall, in close proximity to their work area that is shielded from view and free from intrusion from co-workers and the public. Nursing Rooms are safe, clean and free from toxic or hazardous materials; contain a surface (e.g., a table or shelf) to place a breast pump and other personal items; contain a place to sit; and have access to electricity. Nursing Rooms also have refrigerators where you can store breast milk and have a sink with running water.

To request access to our Nursing Rooms, please reach out to [badges@](mailto:badges@). You can find more information on Nursing Rooms and how to gain access at [drl/benefits](https://drl.dropbox.com/benefits).

## **Flexible Work Arrangements for Caregivers**

### *For San Francisco Dropboxers only*

Pursuant to San Francisco's Family Friendly Workplace Ordinance, Dropboxers may request a flexible or "predictable working arrangement" to assist with caregiving responsibilities when the Dropboxer is the primary contributor to the ongoing care for:

- A child or children under the age of 18 for whom the Dropboxer has assumed parental responsibility;
- A person with a serious health condition in a family relationship (e.g., spouse, domestic partner, parent, child, sibling, grandchild or grandparent related by blood, legal custody, marriage or domestic partnership) with the Dropboxer; or
- Parents of the Dropboxer who are age 65 or older.

Examples of flexible working arrangements include, but are not limited to, a modified work schedule, changes in start and/or end times of work, part-time employment, job sharing arrangements, changes in work duties or part-year employment. If a Dropboxer requests time off as a flexible work arrangement under this policy, such time will also be designated under the federal Family and Medical Leave Act, California Family Rights Act and/or paid sick leave law if the Dropboxer has not yet exhausted his or her available leave under the applicable law(s).

A "predictable working arrangement" is a change in the Dropboxer's regular working arrangement that provides a Dropboxer with scheduling predictability to help with caregiving responsibilities.

### ***Dropboxer Eligibility***

To be eligible for a flexible or "predictable working arrangement", a Dropboxer must have worked for Dropbox for at least six months, be employed within the geographic boundaries of San Francisco, and regularly work at least eight hours per week.

### ***Guidelines for Dropboxer Requests***

Dropboxers may request a flexible or predictable working arrangement twice every 12 months. Dropboxers that experience a major life event, such as the birth of a child, adopting a child, fostering a child, or an increase in a Dropboxer's caregiving

duties for a family member with a serious health condition, may make an additional request in the same 12-month period.

Requests for a flexible or predictable working arrangement must be submitted in writing to your manager and HRBP. The written request must specify the arrangement being sought, the date you want the arrangement to become effective, the proposed duration of the arrangement and an explanation of how the requested arrangement relates to caregiving. In its discretion, Dropbox may require you to provide verification of caregiver responsibilities.

Your HRBP will meet with you within 21 days of the request, and you can expect a written response within 21 days of the meeting.

Although Dropbox will consider all requests for flexible or predictable working arrangements made under this policy, we may deny such requests for bona fide business-related reasons. If that happens, you may submit a written request for reconsideration within 30 days of the decision. Your HRBP will then meet with you within 21 days of receiving the request for reconsideration and inform you of the final decision within 21 days after the meeting.

### ***Discrimination and Retaliation Prohibited***

Dropbox prohibits discrimination against Dropboxers because of their caregiver status and will not take adverse employment action (e.g., termination, demotion) or otherwise retaliate against Dropboxers for exercising their rights under this policy or the San Francisco Family Friendly Workplace Ordinance.

## **California Family Leave Insurance**

### **California Paid Family Leave**

Dropboxers may be eligible for up to eight weeks of state-provided paid family leave ("PFL") insurance benefits when they take time off for one of the following purposes:

- To bond with a child during the first 12 months after the child's birth or after the placement of a child for adoption or foster care with the Dropboxer;

- To care for an immediate family member (such as a spouse, registered domestic partner, child, parent, grandparent, grandchild, sibling and parent-in-law defined by the PFL law) who is seriously ill and requires care, or
- To participate in a qualifying event because of a family member's (spouse, registered domestic partner, parent, or child) military deployment.

The PFL benefits described in this policy are a state-provided partial wage replacement benefit, **not** a protected leave of absence. To obtain approval for a leave of absence for the reasons set forth elsewhere in this Work Book, Dropboxers must contact The Larkin Company.

## Supplemental Compensation for New Child Bonding [San Francisco Dropboxers Only]

**TL; DR** - Under our [New Child Leave policy](#), many Dropboxers will be eligible to receive 24 weeks of paid leave to recover from child birth and/or bond with a new child. However, even if you are not eligible for pay under that policy, you may still be eligible to receive additional compensation for up to 8 weeks to "top up" California Paid Family Leave benefits when you take time off to bond with your new child under the San Francisco Paid Parental Leave Ordinance ("SFPPLO"). Please see below for more details.

Pursuant to the SFPPLO, Dropbox will provide Supplemental Compensation\* to eligible Dropboxers during employment when they receive California Paid Family Leave ("California PFL") benefits from the State of California ("the State") to bond with their minor child during the first year after the child's birth or placement through foster care or adoption.

The SFPPLO does not create a right to a leave of absence that would not otherwise exist. You must comply with Dropbox policies and procedures for requesting, certifying and taking a leave of absence and must start that process by contacting The Larkin Company.

*\*Supplemental Compensation is a partial wage replacement that is provided by Dropbox to an eligible Dropboxer during the period when the Dropboxer receives California PFL benefits from the State for New Child Bonding.*

## ***Eligibility***

All Dropboxers who perform work within San Francisco are eligible for Supplemental Compensation if they satisfy all of the following requirements:

- The Dropboxer began employment with Dropbox at least 180 calendar days prior to the first day of leave for which California PFL benefits for New Child Bonding are payable;
- The Dropboxer performs at least eight hours of work per week for Dropbox in San Francisco;
- At least 40% of the Dropboxer's total weekly hours worked for Dropbox are in San Francisco; and
- The Dropboxer is eligible to receive paid family leave compensation under the California Paid Family Leave law.

## ***Duration and Calculation of Supplemental Compensation***

A Dropboxer may receive Supplemental Compensation for a period of up to 8 weeks so long as the Dropboxer meets the eligibility and documentation requirements set forth in this policy.

Under California's PFL benefit program, a Dropboxer may receive income replacement from the State equal to approximately 60% or 70% of the Dropboxer's weekly wages, subject to a cap set by the State. Under the SFPPL, Dropbox will provide Supplemental Compensation to an eligible Dropboxer so that, in combination with the California PFL benefit, the Dropboxer may receive approximately 100% of the Dropboxer's gross weekly wages, subject to a cap set by the State. All payments will be integrated so that the Dropboxer will receive no greater compensation than their regular compensation during this period.

Please reach out to The Larkin Company with any questions.

## ***Voluntary Separation from Employment***

If you voluntarily end your employment with Dropbox within 90 days of the end of the California PFL period, you may be required to reimburse Dropbox for the full amount of Supplemental Compensation.

## ***Required Documentation for Supplemental Compensation***

Please reach out to The Larkin Company to determine what documentation you must provide in order to receive Supplemental Compensation.

***Protected Rights***

Dropbox will not interfere with, restrain, or deny the exercise of or the attempt to exercise, any right protected under the SFPPLO. Such rights include but are not limited to the right to Supplemental Compensation pursuant to the SFPPLO; the right to file a complaint or inform any person about any employer's alleged violation of the SFPPLO; the right to cooperate with the San Francisco Office of Labor Standards in its investigations of alleged violations of the SFPPLO; and the right to inform any person of their possible rights under the SFPPLO.



# New York Supplement

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## Discrimination, Harassment and Retaliation

Dropbox is an equal opportunity employer and is committed to maintaining a workplace free from discrimination and harassment (which is a form of workplace discrimination). All Dropboxers are required to work in a manner that prevents discrimination and harassment in the workplace. In addition, all Dropboxers have a legal right to a workplace free from discrimination and harassment on the basis of age, race, creed, color, national origin, sexual orientation (including actual or perceived heterosexuality, homosexuality, bisexuality, and asexuality), military status (including past, current, or prospective service in the uniformed services), sex, disability, gender dysphoria and similar gender-related conditions, marital status, domestic violence victim status, gender identity, and genetic information, and alienage or citizenship status, partnership status, pregnancy, caregiver status, credit history, and any other characteristic protected under applicable federal, New York State, or local law.

This policy applies to all employees, and applicants for employment with Dropbox, including supervisors and managers. In the remainder of this document, the term “Dropboxers” or “employees” refers to this collective group.

Discrimination and harassment will not be tolerated. Any Dropboxer or individual covered by this policy who engages in discrimination, harassment or retaliation will be subject to remedial and/or disciplinary action (e.g., counseling, suspension, termination).

### What is harassment?

Harassment is a form of discrimination, and is unlawful under federal, state, and (where applicable) local law. Unlawful harassment includes any unwelcome conduct that is based on one of the protected characteristics listed above, if (1) enduring the

offensive conduct becomes a condition of continued employment, or (2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive. A hostile work environment may include, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence regarding an individual's protected characteristic(s), or which are directed at an individual because of that individual's protected characteristic(s).

### **Examples of Harassment**

Harassment can take many forms. The following list provides examples of potentially unlawful actions, and is *not an exhaustive list of protected categories or types of harassment*:

- Racial harassment (e.g. derogatory name calling, insults and racist jokes, display of racially offensive material and abusive language, verbal attacks, incitement of others to commit any such acts)
- Harassment due to an individual's religion (e.g. offensive jokes, ridicule, or displays of offensive objects)
- Disability harassment (e.g. offensive or patronizing actions, language or behavior)
- Age-based harassment (e.g. constant assumptions regarding the ability to learn new tasks, exclusion based on age).

## **What is sexual harassment?**

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at a Dropboxer because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with a Dropboxer's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or

- Submission to or rejection of such conduct is used as the basis for employment decisions affecting a Dropboxer's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any Dropboxer who feels harassed should immediately contact their HRBP so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, could be a violation of this policy.

### **Examples of sexual harassment**

The following describes some of the types of acts that may be unlawful sexual harassment and are strictly prohibited:

- Physical acts of a sexual nature, such as touching, patting, kissing, hugging, grabbing, brushing against or poking another employee, rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as requests for sexual favors accompanied by implied or overt threats concerning job benefits or detriments, or pressure for unwelcome sexual activities.
- Sexually oriented gestures or remarks, or comments about a person's sexuality or sexual experience.
- Sex stereotyping, which occurs when conduct or personality traits are considered inappropriate simply because they may not conform to others' ideas about how individuals of a certain sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as displaying pictures, posters, objects, promotional material or other materials that are sexually demeaning or pornographic. This includes displays on cell

phones (regardless of whether the phones are company-owned or personal) and sharing such displays in the workplace.

- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job; sabotaging an individual's work; or bullying, yelling, name-calling.

## **Who can be a target of harassment?**

Any individuals, regardless of their sex, gender, or other inclusion in a protected class, can be a target of harassment. New York State Law protects all employees, and non-employees, as provided above in the Introduction. Any superior, a subordinate, a coworker or anyone in the workplace, including an independent contractor, contract worker, vendor, client, customer or visitor, can be a harasser.

## **Where can harassment occur?**

Unlawful harassment is not limited to the physical workplace itself. It can occur while Dropboxers are traveling for business or at Dropbox-sponsored events or parties. Calls, texts, emails, and social media usage by Dropboxers can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices or during non-work hours.

## **Retaliation**

Dropbox does not tolerate retaliation against any Dropboxer for coming forward to make or support a discrimination or harassment claim or engaging in any other protected activity. Retaliation for any protected activity is prohibited by law and by Dropbox policy.

Protected activity occurs when a person has:

- made a complaint of discrimination or harassment, internally or with any anti-discrimination agency;
- testified or assisted in a proceeding involving discrimination or harassment;
- opposed discrimination or harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of discrimination

or harassment;

- reported that another employee has been discriminated against or harassed; or
- encouraged a fellow employee to report discrimination or harassment.

-  
Even if the alleged discrimination or harassment does not ultimately violate this policy, the Dropboxer making a complaint is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of discrimination or harassment. Any individual who makes a complaint that is demonstrated to be intentionally false may be subject to discipline, up to and including termination.

## **Reporting Discrimination or Harassment**

Preventing discrimination and harassment is everyone's responsibility. Dropbox cannot prevent or remedy discrimination or harassment unless it knows about it.

Any employee or non-employee who has been subjected to behavior that may constitute discrimination or harassment is encouraged to report such behavior to their HRBP or lead. Anyone who witnesses or becomes aware of potential instances of discrimination or harassment should report such behavior to their HRBP.

Dropboxers may make reports of discrimination or harassment verbally or in writing to their HRBP or manager. Dropboxers may also submit reports of discrimination or harassment through our third-party hotline Convercent.

Dropboxers as described above, who believe they have been a target of discrimination or harassment, may also seek assistance in other available forums, as explained below.

## **Supervisory Responsibilities**

All supervisors and managers who receive a complaint or information about suspected discrimination or harassment, observe what may be considered discriminatory or harassing behavior or for any reason suspect that discrimination or harassment is occurring, are required to report such suspected discrimination or harassment to their HRBP. There is no exception to the reporting requirement, even if the complainant asks to keep the complaint confidential.

In addition to being subject to discipline if they engaged in discriminatory, harassing, and/or retaliatory conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected discrimination or harassment or otherwise knowingly allowing discrimination or harassment to continue.

## **Complaint and Investigation of Discrimination or Harassment**

All complaints or information about discrimination or harassment will be investigated, whether that information was reported in verbal or written form.

Investigations will be conducted in a timely manner, and will be confidential to the extent possible.

An investigation of any complaint, information or knowledge of suspected discrimination or harassment will be prompt and thorough, started immediately and completed as soon as possible.

A Dropboxer may be required to cooperate as needed in an investigation of suspected discrimination or harassment. Upon receipt of complaint, the investigator will follow [THESE STEPS](#).

## **Legal Protections and External Remedies**

Aside from the internal process at Dropbox, Dropboxers may also pursue legal remedies with the following governmental entities.

### **New York State Human Rights Law (HRL)**

The New York State Human Rights Law (NYS HRL) applies to all employers in New York State with at least 4 employees; and with regard to sexual harassment, covers all NY employers regardless of the number of employees. A complaint alleging violation of the NYS HRL may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court. Contact DHR at (888) 392-3644 or [dhr.ny.gov/complaint](https://dhr.ny.gov/complaint).

### **Federal Civil Rights Act of 1964**

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 Federal Civil Rights Act. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), [www.eeoc.gov](http://www.eeoc.gov) or via email at [info@eeoc.gov](mailto:info@eeoc.gov).

### **Local Protections**

Dropboxers should contact the county, city or town in which they live to find out if applicable laws exist. For example, employees who work in New York City may file complaints with the NYC Commission on Human Rights, at 311 or (212) 306-7450; or <https://www1.nyc.gov/site/cchr/index.page>.

### **Contact the Local Police Department**

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

## ***Facilities Designated as Single-Gender***

All employees have the right to use single-gender facilities, such as restrooms, consistent with their gender. To the extent possible, Dropbox will provide single-occupancy restrooms and/or private space within multi-user facilities for individuals with privacy concerns, but will not require use of a single-occupancy bathroom because an individual is transgender or gender non-conforming.

## **Employee's Reproductive Health Decision Rights**

Dropbox respects the rights of Dropboxers to make their own decision relative to reproductive health choices. Accordingly, Dropbox will not:

- Access information about the reproductive health decisions of any Dropboxer and/or their dependents, unless the Dropboxer has provided prior informed affirmative written consent; or,
- Discriminate nor take any retaliatory actions against a Dropboxer with respect to compensation, terms, conditions or privileges of employment based on the Dropboxer's or dependent's reproductive health decision, including but not

limited to, a decision to use or access a particular drug, device or medical service;  
or,

- Require a Dropboxer to sign a waiver or other document which purports to deny a Dropboxer the right to make their own reproductive health care decisions, including the use of a particular drug, device, or medical service.

Retaliation means discharging, suspending, demoting or otherwise penalizing a Dropboxer.

If Dropbox fails to comply with these requirements, the Dropboxer may bring a civil action in court and the court may:

- Award damages, including, but not limited to, back pay, benefits and reasonable attorneys' fees and costs incurred;
- Afford injunctive relief;
- Order reinstatement, and/or
- Award liquidated damages equal to one hundred percent of the award for damages, unless Dropbox proves a good faith basis to believe that its actions complied with the law.

## **New York City Temporary Schedule Change Law**

Eligible Dropboxers who work more than 80 hours per calendar year and who have been employed for at least 120 days total are entitled to a temporary change to the employee's work schedule on up to two (2) occasions, each totaling one (1) business day, each year to accommodate a "personal event." A temporary change can include swapping or shifting working hours, using short-term unpaid leave, paid time off, or working remotely.

Dropboxers may request a temporary change for the following personal events: (a) to care for a child under the age of 18; (b) to care for a person with a disability who is a family or household member and relies on the employee for medical care to meet the needs of daily living; (c) to attend a legal proceeding or hearing for public benefits to which the employee, a family member, or the employee's minor child or care recipient is a party; or (d) any other reason for which the employee may use leave under New York City's Earned Safe and Sick Time Act.



## **Procedures for Requesting a Temporary Schedule Change**

Dropboxers seeking a temporary schedule change (or leave) for a covered personal event must notify their HRBP and their lead as soon as they become aware of the need for the change.

The request should: (i) include the date of the schedule change (or leave); (ii) indicate that the change (or leave) is being requested to attend to a personal event; and (iii) propose the type of temporary change (or leave) desired, including if the Dropboxer is seeking leave with or without pay. If the initial request is made verbally (i.e., over the phone or in person), the Dropboxer must submit the request in writing as soon as practicable, but no later than the second business day after the Dropboxer returns to work following the leave or schedule change.

Upon receiving a request, and provided that the Dropboxer has not exceeded the maximum number of temporary schedule changes (including requests for leave) specified in this policy, Dropbox will either approve the proposed schedule change or grant leave without pay. If unpaid leave is granted in lieu of the proposed schedule change, the Dropboxer may elect to use available PTO (i.e., vacation, sick time) instead of taking the time as unpaid leave.

## **No Retaliation**

Dropboxers will not be retaliated against for seeking temporary schedule changes under this policy, or for seeking additional temporary schedule changes above and beyond what is provided for in this policy. However, Dropbox is not obligated to provide more than two temporary schedule changes for personal events each year.

If you have any questions about this policy, please contact your HRBP.

# **Meal Breaks**

All New York-based Dropboxers are entitled to unpaid meal breaks as follows:

- Dropboxers working at least a six-hour workday, which extends over the noon meal period (11 a.m. to 2 p.m.), are entitled to a 30-minute meal break to be taken between 11 a.m. and 2 p.m.

- Dropboxers who start their workday before 11 a.m. and continue after 7 p.m. are entitled to a 30-minute noon meal break and an additional 20-minute break unpaid break between 5 p.m. and 7 p.m.
- Dropboxers who work more than six hours in their workday starting between the hours of 1 p.m. and 6 a.m. are entitled to a meal break of at least 45 minutes in the middle of their workday.
- An uninterrupted meal break lasting 30 minutes or more will be unpaid for nonexempt employees. Dropboxers may not take a shorter meal break or skip a meal break to leave early.

All nonexempt employees must record their meal breaks in Workday, in addition to all hours worked.

## Work-Related Travel Time

As a starting principle, non-exempt Dropboxers aren't expected to travel much for work. But if you're asked to travel for work, here's how you should organize your timesheet:

- All time spent traveling should be recorded as compensable working time. This includes any time traveling to your out-of-town meeting or to the airport and waiting for a flight.
- Time spent sleeping, pursuing personal activities and time spent for meal periods is non-compensable.
- **Practical Tips:**
  - Please coordinate carefully with your lead before making work-related travel plans. In particular, talk with your lead about how best to adjust your schedule to maximize travel during regular working hours.
  - Review our [Travel and Expense policy](#) before initiating your trip.
  - Be worthy of trust and report your hours accurately. If you watch movies on the flight home from a conference that happens to fall outside your regular working hours, please don't submit that time as working time. Only submit time actually worked outside your regular working hours.

# Time Off and Leaves of Absences

*NOTE: Leaves of absence and the respective federal/state laws governing them are complex. Fortunately, we've engaged The Larkin Company to help administer leaves and figure all of this out! The following information is provided to notify you of Dropbox's policies and your rights under the law. Contact The Larkin Company if you have questions.*

## 1. Voting Leave

All New York Dropboxers are encouraged to vote before or after normal working hours. Dropbox provides employees who are registered voters with up to three hours of paid time off to vote.

Additional time off will be without pay, except that exempt employees may receive pay, as required by applicable law. Dropboxers must notify their lead not more than 10 days and not less than two days before the applicable election.

## 2. Adoption Leave

The following Dropboxers in New York who adopt a child below the age of compulsory school attendance (i.e., age 6) are entitled to the same leave on the same terms as granted to Dropboxers upon the birth of a child. Please see our [New Child Leave policy](#) for more information.

Dropboxers in New York who adopt a handicapped or hard to place (as defined by law) child below the age of 18 are also entitled to the same leave on the same terms as granted by Dropbox to Dropboxers upon the birth of a child.

## 3. Blood Donation Leave

New York Dropboxers who work at least 20 hours a week may either:

- Take three hours of leave during the regular work schedule in any 12-month period to donate blood off of employer's premises; or
- Donate blood during work hours at least twice each year, at least 60 days apart, at a convenient time and place set by the employer.

Blood donation leave not used within any particular calendar year does not accrue and cannot be carried over into any subsequent calendar year. Employees may use accrued and unused PTO or sick leave for this purpose.

## **4. Bone Marrow Donation**

Dropboxers in New York who work at least 20 hours per week are allowed up to 24 work hours of leave, as determined by a physician, to undergo medical procedures to donate bone marrow.

Dropboxers wishing to take bone marrow donation leave are required to provide verification by a physician for the purpose and length of each leave requested by the Dropboxer to donate bone marrow.

Employees may use accrued and unused PTO or sick leave for this purpose.

## **5. Leave for Members of US Armed Forces**

Members of the U.S. armed forces or organized state military are entitled to leave for active service, reserve drills or annual training, service school, and initial full-time or active duty training.

Returning Dropboxers who provide a certificate of completion of service and are still qualified to perform the duties of their previous position are entitled to reinstatement to such position, or to one with the same seniority, status, and pay, unless circumstances have changed and reemployment is impossible or unreasonable.

Dropboxers must apply for reinstatement within 90 days of discharge from active service, 10 days of completing school or annual training, or 60 days of completing initial training.

Please see our Nationwide Policies for more information on benefits you may be entitled to while taking military leave.

## **6. Leave for Spouse of Members of Armed Forces**

Dropboxers in New York who work an average of 20 or more hours per week who have a spouse who is a deployed member of the armed forces, national guard or reserve are entitled to 10 days unpaid leave to be used only while their deployed spouse is on leave from duty. Please reach out to your HRBP with any questions.

## **7. Witness and Victims of Crime Leave**

Dropboxers who are crime victims or subpoenaed as witnesses in criminal proceedings are eligible for leave if they notify their employer at least one day in advance. For purposes of this leave, victims include:

- The aggrieved party.
- The aggrieved party's close family member, if the aggrieved party died because of the crime.
- The victim's representative (for example, an attorney, guardian or parent of a minor).
- Good Samaritans
- Any person applying for or seeking enforcement of an order of protection under the criminal procedure law or the family court act.

Retaliation for an employee taking time off from work under this policy is strictly prohibited.

## **New York Paid Family Leave**

Please refer to [Appendix D](#), New York Paid Family Leave, for details regarding Dropbox's policy.

## New York Airborne Infectious Disease Exposure Prevention Plan

On August 5, 2021, pursuant to the New York HERO Act, Dropbox adopted a [New York Airborne Infectious Disease Exposure Prevention Plan](#) to protect its workers against exposure and disease during a future airborne infectious disease outbreak—e.g., a potential resurgence of COVID-19 or any of its variants. This Plan will only go into effect if an airborne infectious disease outbreak is designated by the New York State Commissioner of Health. Please refer to the Plan for additional information, including who to contact if you should have any questions.

# Texas Supplement

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## Time Off and Leaves of Absences

### Medical Leave of Absence

Dropboxers who believe they need a medical leave of absence should contact The Larkin Company to explore options. Determinations regarding whether to grant the leave, the length of the leave, continuation of benefits and reinstatement following the leave will be made in accordance with applicable law.

### Foster Leave

In addition to Dropbox's other leave policies, Texas Dropboxers are also entitled to leave to care for or otherwise assist a foster child who lives in their same household and who is under the conservatorship of the Texas Department of Family and Protective Services.

### Military Leave

Under Dropbox's [Military Leave policy](#), Dropboxers who are members of either the Texas military forces, the armed forces reserves, or any state or federally authorized urban search and rescue team are eligible for leave for authorized military training or duty. At the conclusion of their service (or as soon as practicable), the Dropboxer must provide, written or actual notice of intent to return to work.

### Voting Leave

Texas employees may take a reasonable amount of paid time off to vote.

### Witness Leave

Texas Dropboxers may take unpaid time off to serve as a witness in a legislative or administrative proceeding. Additionally, Texas Dropboxers are eligible for unpaid

leave to attend juvenile court proceedings if such attendance is required in their capacity as a parent or guardian.

## Work Related Travel Time

As a starting principle, non-exempt Dropboxers (including salespeople) aren't expected to travel much for work and business trips should be the exception not the rule. But if you're asked to travel for work, here's how you should record your time:

- All time spent traveling *during your regular working hours* any day of the week (including Saturday and Sunday) should be recorded as compensable working time.
  - This includes any time traveling to your out-of-town meeting or to the airport and waiting for a flight if that time cuts across your regular working hours.
- Any time spent traveling *outside of your regular working hours* during the week for out-of-town travel involving an overnight stay is compensable only if you actually work during that time (e.g., developing training decks on flight, answering email, jumping on a conference call at the airport) or if you are a driver for other employees. Otherwise, such time will be considered non-compensable down time.

### Practical Tips:

- Please coordinate carefully with your lead before making work-related travel plans. In particular, talk with your lead about how best to adjust your schedule to maximize travel during regular working hours.
- Please review our [Travel and Expense policy](#) before initiating your trip.
- Be Worthy of Trust and report your hours accurately. If you watch movies on the flight home from a conference that happens to fall outside your regular working hours, please don't submit that time as working time. Only submit time actually worked outside your regular working hours.

## Workplace Safety Notice



In accordance with Texas Code Section 30.06 and 30.07, Dropbox prohibits the possession of weapons on its property at all times, including concealed handguns.

# Washington State Supplement

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## Meal and Rest Breaks [Non-Exempt Dropboxers Only]

Non-exempt Dropboxers are allowed a rest period of not less than 10 minutes in each four hours of working time, scheduled as near to the midpoint of the shift as possible. The rest period should be taken no later than the end of the third working hour. For example, if you begin working at 9:00am, your rest break should take place no later than 12:00pm. Dropboxers may not waive their right to a rest period.

The term “rest period” means to stop work duties, exertions, or activities for personal rest and relaxation. Under this policy, rest periods are considered time worked and will be paid.

If more than five hours are worked in a shift, non-exempt Dropboxers are entitled to a 30 minute meal period. Dropboxers must be at least two hours into the shift before the meal period can start, and the meal period should not start more than five hours after the beginning of the shift. For example, if you begin working at 9:00am, you must not start your meal period until 11:00am, but you must start your meal period before 2:00pm. An additional meal period may be taken for every additional consecutive five hours worked, to be scheduled within five hours from the end of the first meal period. This time will be unpaid and non-exempt employees should record the time they leave and the time they return from the meal period.

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## Washington Paid Family and Medical Leave

*NOTE: Leaves of absence and the respective federal/state laws governing them are complex. Fortunately, we've engaged The Larkin Company to help administer leaves and figure all of this out! The following information is provided to notify you of Dropbox's policies and your rights under the law. Contact The Larkin Company if you have questions.*

Under the Washington Paid Family and Medical Leave Act ("WA PFMLA"), eligible Dropboxers who have missed work due to family or medical reasons may be eligible for paid family or medical leave for the following reasons:

- Care for and bond with a child younger than 18 following birth or placement,
- Care for yourself or a family member experiencing a serious health condition, or
- Certain military-connected events.

If you are taking time away from work for reasons related to your own pregnancy or child-birth or to bond with a new child, leave under this policy post-birth will run concurrently with paid leave provided under our [New Child Leave policy](#).

Depending on the circumstances, Dropboxers may be eligible to receive compensation during a leave of absence under this policy, through state-sponsored programs, disability insurance, and/or Dropbox's wage-replacement benefit programs.

- To learn more about your legal rights to family and medical leave and your notice requirements, please continue reading [here](#).
- Dropboxers may be eligible to receive partial wage replacement benefits during the leave from the State of Washington Employment Security Department ("Department"). To learn more about the compensation you may be eligible to receive during a leave of absence under this policy, please continue reading [here](#) or go to [drl/benefits](#).
- To initiate a leave of absence under this policy, please reach out to The Larkin Company.

## **Time Off for Victims of Domestic Violence, Sexual Assault, or Stalking**

Under Washington law, employees who are victims of domestic violence and/or sexual assault or stalking are entitled to time off to attempt to obtain relief and to help ensure the health, safety, or welfare of the employee or the employee's child, spouse, parent, parent-in-law, grandparent, or person with whom the employee has a dating relationship. This may include: (1) seeking legal or law enforcement assistance or remedies; (2) seeking medical attention for injuries caused by domestic violence; (3) obtaining service from a domestic violence shelter, program, rape crisis center, or other social services program; (4) obtaining mental health counseling; and (5) participating in safety planning and taking other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

Employees may use their available FMLA time (if otherwise eligible) for leave related to medical case.

## **Pregnancy Disability Leave**

Under Washington law, Dropboxers will be given a leave of absence for periods of sickness or temporary disability due to pregnancy or childbirth. Leave will be allowed for the entire period of pregnancy or childbirth-related disability and will be provided under the same terms and conditions as leave for other temporary disabilities. Dropbox may require that a licensed health care provider certify the actual period of disability.

Pregnancy leave is available to Dropboxers for the period of disability only, and not for childrearing after the disability ends. Leave provided under this policy will be in addition to leave available, if applicable, under the Washington Paid Family and Medical Leave Act. Leave under this policy post-birth will run concurrently with paid leave provided under our New Child Leave policy, if eligible.

Upon return, a Dropboxer who takes leave in accordance with this policy will be reinstated to the same or a similar position with equal pay, unless the Company is unable to reinstate you for reasons related to business necessity.

## Seattle Sick Leave

This sick leave policy applies to all Seattle, Washington employees. For full-time employees, PTO accruals listed in the main Workbook incorporate hours that would normally be accrued as "Paid Sick Leave" under this applicable law and this policy.

This policy also applies to all part-time employees.

All employees are eligible for paid sick leave, if they need to take time off from work due to their own or a "Family Member's" qualifying need. This includes the need to take leave for you or your Family Member's diagnosis, care, or treatment of an existing health condition, including preventative care. Paid sick leave can also be used if you are a victim of domestic violence, sexual assault, or stalking or for the closure of your place of business due to a public health emergency or your need to care for a child whose school or place of care has been closed due to a public health emergency.

"Family Member" is defined by law as;

- a biological, adopted, or foster child, stepchild, or legal ward, or a child to whom you stand in loco parentis;
  - a biological, adoptive, or foster parent, stepparent, or legal guardian to you;
  - your spouse or registered domestic partner;
  - a person who stood in loco parentis when you were a minor;
  - a grandparent;
  - a grandchild; or
  - a sibling.
- Safe time may also be used for a household member.

Sick leave is not for "personal" absences such as vacation. Sick leave may be taken in as little as one-hour increments and is paid at your regular rate of pay.

### ***Eligibility***

You must be employed by Dropbox for at least ninety (90) days before being able to use paid sick leave.

### ***Accrual + Carryover***

You will begin to accrue paid sick leave from your first day of work. You will accrue leave at the rate of one hour of leave for every 30 hours worked. Up to 72 hours of

unused sick leave is carried forward from one Leave Year to the next and will continue to accrue as you work.

### ***Notice Requirements***

Where possible, you must personally notify your manager with as much notice as practicable, and unless in an emergency situation, no less than 1 hour before the start of your scheduled start time, if you are unable to attend work because of a reason for which you intend to use paid sick leave. In exceptional circumstances, where notice cannot be given, you must inform your manager or your HRBP of the need to use paid sick leave as soon as practicable. Failure to properly notify Dropbox using these procedures will result in an unexcused absence.

For an absence of more than three consecutive work days, you may be required to provide documentation from a health care provider or other appropriate source, confirming the need for the amount of sick time taken; however, employees may notify Dropbox if providing such documentation would result in an unreasonable burden or expense on the employee.

Additionally, where abuse of sick leave is suspected, Dropbox may request you to verify that sick leave was used for one of the purposes in this policy. Fraudulent use of sick leave will result in disciplinary action, up to and including termination of employment.

Dropbox will not retaliate against an employee for taking paid sick time or exercising their right to take paid sick time under state or local law.

### ***Sick Leave Upon Termination of Employment***

You are not compensated for unused sick leave at the end of employment. If you leave employment with us and are re-hired by us within one year, you will have your accrued but unused paid sick leave bank reinstated and be allowed immediate use.

## **Work Related Travel**

Non-exempt Dropboxers (including salespeople) aren't expected to travel much for work. But if you're asked to travel for work, here's how you should record your time:

- All time spent traveling *during your regular working hours* any day of the week (including Saturday and Sunday) should be recorded as compensable working time.
  - This includes any time traveling to your out-of-town meeting or to the airport and waiting for a flight if that time cuts across your regular working hours.
- Any time spent traveling *outside of your regular working hours* during the week is compensable only if you actually work during that time (e.g., developing training decks on flight, answering email, jumping on a conference call at the airport) or drive other employees. Otherwise, such time will be considered non-compensable down time.

**Practical Tips:**

- Please coordinate carefully with your lead before making work-related travel plans. In particular, talk with your lead about how best to adjust your schedule to maximize travel during regular working hours.
- Review our [Travel and Expense policy](#) before initiating your trip.
- Be worthy of trust and report your hours in good faith. If you watch movies on the flight home from a conference that happens to fall outside your regular working hours, please don't submit that time as working time. Only submit time actually worked outside your regular working hours.

# Washington, D.C. Supplement

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## Medical Leave of Absence

Dropboxers who believe they need a medical leave of absence should contact The Larkin Company to explore options. Determinations regarding whether to grant the leave, the length of the leave, continuation of benefits and reinstatement following the leave will be made in accordance with applicable law.

## Pregnancy Accommodation

Dropboxers and applicants may request a reasonable accommodation for pregnancy, childbirth or related medical conditions or lactation. A reasonable accommodation will be provided unless the accommodation would impose an undue hardship on Dropbox's business operations.

Reasonable accommodations may include but are not limited to: more frequent or longer breaks; time off for pre-birth complications or to recover from childbirth; the acquisition or modification of equipment or seating; the temporary transfer to a less strenuous or hazardous position; other job restructuring, such as light duty or a modified work schedule; avoidance of heavy lifting; relocation of the employee's work area; or the availability of Nursing Rooms - private, non-bathroom space for the expression of breast milk.

Dropboxers who take leave or are provided a temporary transfer as an accommodation under this policy will be reinstated to their original job or to an equivalent position with equivalent pay, accumulated seniority and retirement, benefits and other applicable service credits upon their notification to Dropbox of their intent to return to work or when the employee's need for a reasonable accommodation ends.



Dropbox may require that employees provide a certification from their health care provider regarding the medical advisability of a reasonable accommodation.

Dropbox will not take adverse employment actions against employees or applicants because they request or use reasonable accommodations in accordance with this policy.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their HRBP.

## Universal Paid Leave

*NOTE: Leaves of absence and the respective federal/state laws governing them are complex. Fortunately, we've engaged The Larkin Company to help administer leaves and figure all of this out! The following information is provided to notify you of Dropbox's policies and your rights under the law. Contact The Larkin Company if you have questions.*

### Notice to Employees

Under the Universal Paid Leave Amendment Act of 2016 ("UPLAA"), eligible Dropboxers working in D.C. are entitled to a parental leave to bond with a new child, family leave to care for an ill family member with a serious health condition, and medical leave to care for their own serious health condition ("UPL"). D.C. - based Dropboxers are also eligible to receive partial wage replacement benefits during the leave through a district-tax funded Universal Paid Leave Implementation Fund.

### ***Employee Eligibility***

Eligible Dropboxers are District of Columbia employees who spend more than 50% of their work time for Dropbox working in the District of Columbia; or whose employment is based in the District and who regularly spends a substantial amount of their work time for Dropbox in the District and not more than 50% of their work time for Dropbox in another jurisdiction.

Dropboxers become eligible for paid-leave benefits once they have been a covered employee during some or all of the 52 calendar weeks immediately preceding the qualifying event for which paid leave is being taken.

## ***Length of Universal Paid Leave***

Leave entitlement is based on the following schedule:

- **Qualifying family leave** – up to a maximum amount of 6 workweeks within a 52-workweek period that an eligible Dropboxer may take to provide care or companionship to a family member because of the occurrence of a “qualifying family leave event.”
- **Qualifying medical leave** – up to a maximum of 2 workweeks within a 52-workweek period that an eligible Dropboxer may take following the occurrence of a “qualifying medical leave event.”
- **Qualifying parental leave** – up to a maximum of 8 workweeks within a 52-workweek period that an eligible Dropboxer may take within one year of the occurrence of a “qualifying parental leave event.”

## ***Qualifying Events for Leave and Definitions***

UPL may be taken for the following reasons:

- **Qualifying family leave event** – the diagnosis or occurrence of a “serious health condition” of a family member of an eligible Dropboxer.
- **Qualifying medical leave event** – diagnosis or occurrence of an eligible Dropboxer’s own “serious health condition.”
- **Qualifying parental leave event** – events including bonding, associated with:
  - The birth of a Dropboxer’s child;
  - The placement of a child with a Dropboxer for adoption or foster care; or
  - The placement of a child with a Dropboxer for whom they will legally assume parental responsibility.

For purposes of this policy, a “family member” includes (1) a biological, adopted, or foster son or daughter, a stepson or stepdaughter, a legal ward, a son or daughter of a domestic partner, person to whom an eligible employee stands in loco parentis, (2) a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian,

or other person who stood in loco parentis to an eligible individual when the eligible individual was a child, (3) a person to whom an eligible employee is related by domestic partnership or marriage, (4) a grandparent of an eligible employee, or (5) a sibling of an eligible employee.

A “serious health condition” means a physical or mental illness, injury, or impairment that requires inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or supervision at home by a health care provider or other competent individual. The term “treatment” includes, but is not limited to, examinations to determine if a serious health condition exists and evaluations of the condition. “Treatment” does not include routine physical examinations, eye examinations, or dental examinations.

If you are taking time away from work for reasons related to your own pregnancy or child-birth or to bond with a new child, leave taken post-birth under this policy will run concurrently with paid leave provided under our [New Child Leave](#) policy, if eligible.

## ***Intermittent Leave***

Employees can take UPL on an intermittent basis. A Dropboxer may receive payment for intermittent leave, provided, that the total amount of intermittent leave shall not exceed:

- 6 workweeks in a 52-workweek period for a qualifying family leave event;
- 2 workweeks in a 52-workweek period for a qualifying medical leave event; or
- 8 workweeks in a 52-workweek period for a qualifying parental leave event.

## ***Wage Replacement Benefits***

Eligible Dropboxers can receive wage replacement benefits through a mandated District of Columbia Paid Family Leave (“DCPFL”) benefits program which is administered by the Department of Employment Services (“DOES”), Office of Paid Family Leave (OPFL). The DCPFL wage replacement benefits are calculated by DOES, not Dropbox, in accordance with the following:

Eligible Employee’s	Eligible Employee’s Weekly Paid-Leave Benefits
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Weekly Wage	
Average weekly wage equal to or less than 150% of DC's minimum wage multiplied by 40	Weekly paid-leave benefits equal 90% of the eligible employee's average weekly wage (up to maximum weekly benefit amount)
Average weekly wage greater than 150% of DC's minimum wage multiplied by 40	Weekly paid-leave benefits equal to 150% of the DC minimum wage multiplied by 40 plus 50% of the amount the eligible employee's weekly wage exceeds 150% of DC's minimum wage multiplied by 40 (up to maximum weekly benefit amount)

UPL benefits are based on the wages Dropbox paid to you and reported to the DOES. If you believe your wages were reported incorrectly, you have the right to provide proof of your correct wages. Effective July 1, 2020 through October 1, 2021, the maximum weekly benefit amount is \$1,000. On October 1, 2021, and on October 1 of each successive year, the maximum weekly benefit amount provided will increase in proportion to the annual average increase, if any, in the Consumer Price Index for All Urban Consumers, Washington-Baltimore Metropolitan area.

DOES will pay eligible employees the benefits on a biweekly payment schedule.

DOES determines the days of the calendar week on which the biweekly payments will be made to eligible employees. DOES also determines the methods of payment by which the eligible employees will receive benefits.

After the occurrence of a qualifying event, Universal Paid Leave benefits are not payable until after a seven-calendar day waiting period has been served. No benefits are payable during the waiting period and only one waiting period is required, regardless of the number of events, within a 52-week period.

## ***Requesting Leave***

Dropboxers seeking UPL must provide at least 10 days' advance written notice to The Larkin Company when the need for leave is foreseeable.

If the need for leave is unforeseeable, Dropboxers must notify The Larkin Company as soon as practicable. In case of an emergency, the Dropboxer, or another individual on behalf of the Dropboxer, must notify The Larkin Company either orally or in writing, within 48 hours of the emergency occurring. The notice should explain the need for the use of paid-leave benefits, the reason for the absence, and the expected duration of the paid leave.

Please reach out to The Larkin Company for more information about applying for UPL benefits.

## ***Benefits***

Dropbox will continue making contributions to employee group health benefits during the leave on the same terms as if the Dropboxer had continued to actively work. This means that if Dropboxers want their benefits coverage to continue during the UPL, they must also continue to make the same premium payments for themselves or their dependents. Failure to make timely payments may result in termination of health insurance coverage.

## ***Effect on Other Rights***

The UPL does not provide job protection to you when you take leave. When leave under the UPL qualifies as protected family leave under the DCFMLA or the FMLA, leave entitlements under these laws will run concurrently. Dropboxers will not receive more than the maximum leave available under the DCFMLA or FMLA, as applicable.

If you are receiving long-term disability payments, you are ineligible to receive benefits under the UPLAA.

## ***Fraudulent Use of UPL Prohibited***

We expect Dropboxers to be [#worthyoftrust](#) — it is unlawful for Dropboxers to provide intentionally false statements to obtain UPL benefits, and Dropboxers who do so may be subject to disciplinary action, up to and including termination of employment.

## ***Protected Rights***

While the UPL does not provide job protection, Dropbox will not take actions that are harmful to you because you applied for or claimed UPL benefits. Dropbox takes its UPL obligations very seriously and will not interfere, restrain, or deny the exercise of any right protected under the UPLAA.

If you believe that your UPLAA rights have been violated in any way, you should immediately reach out to your HRBP.

# Appendix A: FMLA Leave Policy for Nationwide Policies

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*NOTE: Leaves of absence and the respective federal/state laws governing them are complex. Fortunately, we've engaged The Larkin Company to help administer leaves and figure all of this out! The following information is provided to notify you of Dropbox's policies and your rights under the law. Contact The Larkin Company if you have questions.*

Dropbox will grant family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted. Please read below for more details.

## **Employee Eligibility**

To be eligible for FMLA Leave, Dropboxers must: (1) have worked for Dropbox for a total of at least 12 months, and (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave. Eligibility requirements may differ for Dropboxers who have been on a protected military leave of absence. If Dropboxers are unsure whether they qualify, they should contact The Larkin Company at (866) 923-3336 / [dropboxleaves@thelarkincompany.com](mailto:dropboxleaves@thelarkincompany.com).

## **Reasons for Leave**

Because your legal rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave.

FMLA Leave may be used for one of the following reasons, in addition to any reason covered by an applicable state family/medical leave law:

- The birth, adoption or foster care of an employee's child within 12 months following birth or placement of the child (Bonding Leave);
- To care for an immediate family member, such as a spouse, child, or parent, with a serious health condition (Family Care Leave);

- Time away from work because of your own serious health condition (Serious Health Condition Leave);
- A “qualifying exigency,” as defined under the FMLA, arising from a spouse’s, child’s, or parent’s “covered active duty” (as defined below) as a member of the military reserves, National Guard or Armed Forces (Military Emergency Leave); or
- To care for a spouse, child, parent or next of kin (nearest blood relative) who is a “Covered Service Member,” as defined below (Military Caregiver Leave).

## **Definitions**

- “Serious health condition” means a condition that requires either in-patient care in a medical facility or continuing treatment by a health care provider.
- “Child” for purposes of Bonding Leave and Family Care Leave, means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person who becomes the legal parent by assuming certain obligations, who is either under age 18 or age 18 and older and incapable of self-care because of a mental or physical disability. “Child,” for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted or foster child, stepchild, legal ward, or a child of a person who becomes the legal parent by assuming certain obligations.
- “Parent” for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who becomes the legal parent by assuming certain obligations. This term does not include parents-in-law. For Military Emergency leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA.
- “Covered Active Duty” means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.



- “Covered Service Member” means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties, or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009 and March 8, 2013 is excluded.
- “Key employee” means a salaried FMLA-eligible employee who is among the highest paid 10 percent of all the employees employed by the employer in the US.

## **Length of Leave**

Dropboxers can take up to 12 workweeks of FMLA Leave in any 12-month period\* when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both you and your spouse work for Dropbox and are eligible for leave under this policy, you both will be limited to a total of 12 workweeks off between the two of you when the leave is for Bonding Leave or to care for a parent using Family Care Leave.

\*The applicable “12-month period” utilized by Dropbox is the rolling 12-month period measured backward from the date an employee uses their FMLA leave.

Under this method the 12-month period is measured backward from the day the employee uses any FMLA leave.

The maximum amount of FMLA Leave for a Dropboxer wishing to take Military Caregiver Leave will be a combined leave total of 26 workweeks in a single 12-month period. A “single 12-month period” begins on the date you first use such leave and ends 12 months after that date. However, if both you and your spouse work for Dropbox and are eligible for leave under this policy, you both will be limited to a total of 26 workweeks off between the two of you when the leave is for Military Caregiver

Leave only, or is for a combination of Military Caregiver Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

If you cannot return to work at the expiration of the FMLA leave, Dropbox will engage with you in an interactive process to determine whether an extension of the leave would be a reasonable accommodation under the Americans with Disabilities Act ("ADA"). Moreover, an extension may be granted if leave is required by your work-related injury or illness, as required by law.

### **Intermittent or Reduced Schedule Leave**

Under some circumstances, Dropboxers may take FMLA Leave intermittently, which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule. Dropboxers may take leave intermittently if it is medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Leave taken intermittently may not be taken in increments of less than 1 hour.

Dropboxers who take leave intermittently or on a reduced work schedule basis for a planned medical treatment should make a reasonable effort to schedule the leave so as not to unduly disrupt Dropbox's or their team's operations. Please contact The Larkin Company and your HRBP prior to scheduling planned medical treatment to help minimize disruption. Dropbox may require you to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If your request for intermittent leave is approved, Dropbox may later require you to obtain recertification of your need for leave in accordance with applicable law.

### **Notice and Certification**

#### *Bonding, Family Care, Serious Health Condition and Military Caregiver Leave Requirements*

Dropboxers are required to provide:

- 30 days advance notice, when the need for the leave is foreseeable;
  - When the need for leave is not foreseeable, notice as soon as is otherwise possible and practical;

- When the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form). Failure to provide the required medical certification within 15 days of being requested to do so may result in a denial of the leave;
- Periodic recertification (if required by law); and
- Periodic reports during the leave.

Certification forms are available from The Larkin Company. At our expense, we may require a second or third medical opinion regarding your health condition or the serious health condition of your family member. In some cases, we also may require a second or third opinion regarding the injury or illness of a Covered Service Member. Dropboxers are expected to cooperate in obtaining additional medical opinions should the need arise.

When leave is for planned medical treatment, Dropboxers should try to schedule treatment so as not to unduly disrupt the team's or Dropbox's operations. Please contact The Larkin Company and your HRBP prior to scheduling planned medical treatment.

#### *Recertification After Grant of Leave*

In addition to the initial FMLA certification outlined above, Dropbox may later require recertification of an absence. For example, Dropbox may request recertification if:

- the Dropboxer requests an extension of leave;
- the circumstances of the Dropboxer's condition as described by the previous certification changed significantly (e.g., your absences deviate from the duration or frequency set forth in the previous certification; your condition becomes more severe than indicated in the original certification; you encounter complications);  
or
- Dropbox receives information that casts doubt upon the Dropboxer's stated reason for the absence.

In addition, Dropbox may request recertification in connection with an absence after six months have passed since the original certification, regardless of the estimated duration of the employee's serious health condition. Any recertification requested by Dropbox will be at your expense.

### *Military Emergency Leave Requirements*

Dropboxers are required to provide:

- As much advance notice as is reasonable and practicable under the circumstances;
- A copy of the covered military member's active duty orders when you request leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the military member's leave; and
- A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Please work with The Larkin Company to complete these certification forms.

### **Failure to Provide Certification and to Return from Leave**

Unless there are unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If you fail to return to work at the leave's expiration and you have not obtained an extension of the leave, Dropbox may presume that you do not plan to return to work and you have voluntarily terminated your employment.

### **Compensation During Leave**

Generally, FMLA Leave is unpaid. However, Dropboxers may be eligible to receive compensation benefits through state-sponsored programs, through disability insurance, and/or Dropbox's wage-replacement benefit programs.

Please see [drl/benefits](#) for details on how you will be paid during an eligible family or medical leave under this policy.

All payments of wage-replacement benefits will be integrated so Dropboxers will not receive more than their base salary (or OTE) during a leave of absence. The use of paid benefits will not extend the length of the FMLA leave.

### **Benefits During Leave**

Dropbox will continue making contributions to your group health benefits during your leave on the same terms as if you had continued to actively work. This means

that if you want your benefits coverage to continue during any period of unpaid leave, you must also continue to make the same contribution towards health benefits for yourself or your dependents. Dropboxers taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12 workweek period.

Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, Dropbox may recover health premiums it paid on the employee's behalf if the Dropboxer fails to return to work following a FMLA Leave.

Accrued benefits such as PTO and sick leave may not accrue while on an unpaid FMLA Leave.

### **Job Reinstatement and Return to Work**

Under most circumstances, Dropboxers will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. However, it's important you understand that you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if your role is eliminated due to business necessity while you are on leave, you will not be entitled to reinstatement.

Before being allowed to return to work, Dropboxers returning from a Serious Health Condition Leave must submit a Fitness for Duty form from their health care provider that certifies that the Dropboxer can perform the essential functions of their job. For a Dropboxer on intermittent FMLA leave, such a release may be required if reasonable safety concerns exist regarding the Dropboxer's ability to perform their duties, based on the serious health condition for which the Dropboxer took the intermittent leave.

If you do not submit the Fitness for Duty form or request additional leave, your return to work date may be delayed until you provide the release, or you may no longer be entitled to reinstatement when your FMLA leave concludes.

Key employees may be subject to reinstatement limitations in some circumstances.

If a Dropboxer is considered a "key employee," those Dropboxers will be notified of the possible limitations on reinstatement at the time the Dropboxer requests a leave of absence, or when leave begins, if earlier.

**Confidentiality**

Documents relating to medical certifications, recertifications or medical histories of Dropboxers or their family members will be maintained separately and treated by Dropbox as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel, or government officials pursuant to applicable law.

**Fraudulent Use of FMLA Prohibited**

We expect Dropboxers to be [#worthyoftrust](#) and use FMLA Leave for the reasons outlined in this policy. Any Dropboxer who fraudulently obtains Family and Medical Leave from Dropbox is not protected by FMLA's job restoration or maintenance of health benefits provisions. Dropbox may take appropriate disciplinary action against any Dropboxer who violates this provision, up to and including termination.

**Nondiscrimination**

Dropbox takes its FMLA obligations very seriously and will not interfere, restrain or deny the exercise of any rights provided by the FMLA. We will not terminate or discriminate against any Dropboxer for opposing any practice, or because of involvement in any proceeding related to the FMLA. If you believe that your FMLA rights have been violated in any way, you should immediately report the matter your HRBP.

**State Law**

A number of states have family leave laws that provide benefits which exceed those available to employees under the FMLA.

Employees should review their state-specific policies and contact The Larkin Company for additional information.

# Appendix B: California Family Medical Leave (Federal FMLA and California Family Rights Act)

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*NOTE: Leaves of absence and the respective federal/state laws governing them are complex. Fortunately, we've engaged The Larkin Company to help administer leaves and figure all of this out! The following information is provided to notify you of Dropbox's policies and your rights under the law. Contact The Larkin Company if you have questions.*

Dropbox will grant family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted. Although the federal and state laws have different names, Dropbox refers to the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), collectively as "Family and Medical Leave."

## ***Dropboxer Eligibility***

To be eligible for Family and Medical Leave, Dropboxers must: (1) have been employed by Dropbox for a total of at least 12 months (52 weeks) at any time prior to the commencement of the leave, and (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave. Eligibility requirements may differ for Dropboxers who have been on a protected military leave of absence. If you are unsure whether you qualify for FMLA or CFRA Leave, please contact The Larkin Company.

## ***Reasons for Leave***

Federal and state laws allow Family and Medical Leave for various reasons. Because Dropboxers' legal rights and obligations may vary depending upon the reason for the Leave, it is important to identify the purpose or reason for the leave.

FMLA leave and CFRA leave run concurrently except for the following reasons: to care for a registered domestic partner, child of a registered domestic partner, child of any age, sibling, grandparent or grandchild (CFRA only), and parent-in-law (CFRA only); incapacity due to pregnancy or prenatal care as a serious health condition (FMLA only); and military caregiver leave (FMLA only).

If the Dropboxer cannot return to work at the expiration of the CFRA or FMLA leave, Dropbox will engage the Dropboxer in the interactive process to determine whether an extension of the leave would be a reasonable accommodation under the Fair Employment Housing Act ("FEHA") or the Americans with Disabilities Act ("ADA").

Family and Medical Leave may be used for one of the following reasons:

- The birth, adoption or foster care of a Dropboxer's child within 12 months following birth or placement of the child (Bonding Leave);
- To care for a covered family member, such as a spouse, registered domestic partner, child, child of a registered domestic partner, or parent, sibling, grandparent or grandchild with a serious health condition (Family Care Leave);
- A Dropboxer's inability to work because of their own serious health condition (Serious Health Condition Leave);
- A "qualifying exigency," as defined under the FMLA or CFRA, arising from a spouse's or domestic partner's or child's or parent's "covered active duty" as a member of the military reserves, National Guard or Armed Forces (Qualifying Exigency Leave); or
- To care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember" (Military Caregiver Leave).

### ***Definitions***

- "Child," for purposes of Bonding Leave and Family Care Leave, means a biological, adopted or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis. For purposes of Family Care Leave, "child" refers to a child, as defined above, of any age. "Child," for purposes of Qualifying Exigency Leave and Military Caregiver Leave, means a biological, adopted or foster child;



stepchild; legal ward; or a child for whom the person stood in loco parentis, and who is of any age.

- "Parent," for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents-in-law under the FMLA, but does include parents-in-law under the CFRA. For Qualifying Exigency Leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA or CFRA.
- "Covered Active Duty" means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.
- "Covered Servicemember" means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform their military duties; or (2) a person who, during the five years prior to the treatment necessitating the leave, served in the active military, Naval or Air Service, and who was discharged or released under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009, and March 8, 2013, is excluded.
- "Key employee" means a salaried FMLA Leave eligible Dropboxer who is among the highest paid 10 percent of all the Dropboxers employed by the employer in the US at the time of the FMLA leave request.

- "Serious health condition" means an illness, injury, impairment or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider.
- "Serious injury or illness" in the case of a current member of the Armed Forces, National Guard or Reserves is an injury or illness incurred by a covered servicemember in the line of duty on active duty (or that preexisted the member's active duty and was aggravated by service in the line of duty on active duty) in the Armed Forces that may render them medically unfit to perform the duties of their office, grade, rank or rating. In the case of a covered veteran, "serious injury or illness" means an injury or illness that was incurred in the line of duty on active duty (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty) and that manifested itself before or after the member became a veteran.
- "Qualifying exigency" is defined by the Department of Labor and generally includes events related to short-notice deployment, military ceremonies, support and assistance programs, changes in childcare, school activities, financial and legal arrangements, counseling and post-deployment activities. Qualifying Exigency Leave may also be used to spend up to 15 days with military members who are on short-term, temporary, rest and recuperation leave during their period of deployment.

### ***Length of Leave***

- Common to FMLA and CFRA: If the reason for leave is common to both FMLA and CFRA and, therefore, running concurrently, the maximum amount of FMLA Leave will be 12 workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave, and/or (4) Qualifying Exigency Leave. If the reason for leave is not common to both FMLA and CFRA and, therefore, not running concurrently, then an eligible Dropboxer may be entitled to additional leave under applicable law.
- Bonding Leave When Both Parents Work at Dropbox: When the reason for leave is Bonding Leave under the CFRA and both parents work for Dropbox and are eligible for leave under this policy, the parents will each be entitled to up to a total of 12 workweeks of Bonding Leave.

- How to Measure the 12-Month Period: The applicable “12-month period” utilized by Dropbox is the rolling 12-month period measured backward from the date a Dropboxer uses their Family and Medical Leave. Under this method the 12-month period is measured backward from the day the Dropboxer uses any Family and Medical Leave.
- Military Caregiver Leave: The maximum amount of FMLA Leave for a Dropboxer wishing to take Military Caregiver Leave will be a combined leave total of 26 workweeks in a single 12-month period. A “single 12-month period” begins on the date of the Dropboxer’s first use of such leave and ends 12 months after that date.
- Serious Health Condition: When the reason for Family and Medical Leave was the Dropboxer’s own serious health condition, which also constitutes a “disability” under the FEHA or the ADA and the employee cannot return to work at the conclusion of the Family and Medical Leave, Dropbox will engage in an interactive process to determine whether an extension of leave would constitute a reasonable accommodation under the FEHA or the ADA.

### ***Intermittent or Reduced Schedule Leave***

Under some circumstances, Dropboxers may take Family and Medical Leave intermittently, which means taking leave in blocks of time or reducing the Dropboxer’s normal weekly or daily work schedule. A Dropboxer may take leave intermittently or on a reduced schedule whenever it is medically necessary to care for the Dropboxer’s covered family member with a serious health condition or because the Dropboxer has a serious health condition. The medical necessity of the leave must be determined by the health care provider of the person with the serious health condition.

Intermittent or reduced schedule leave may also be taken for absences where the Dropboxer or their family member is incapacitated or unable to perform the essential functions of the job because of a chronic serious health condition, even if the person does not receive treatment by a health care provider.

Leave due to military exigencies may also be taken on an intermittent basis.

Leave taken intermittently may be taken in increments of no less than one hour.

Dropboxers who take leave intermittently or on a reduced work schedule basis for planned medical treatment should make a reasonable effort to schedule the leave so as not to unduly disrupt Dropbox or the team's operations. Please contact The Larkin Company and your HRBP prior to scheduling medical treatment.

Requests for intermittent or reduced schedule leave for the birth or placement of a child may be directed to The Larkin Company and will be considered on a case-by-case basis depending on the needs of Dropbox and in accordance with Dropbox's [New Child Leave](#) policy and applicable law. Please contact The Larkin Company or Benefits@ for more information on taking Bonding Leave on an intermittent basis.

CFRA leave for Bonding Leave does not have to be taken in one continuous period of time, but the minimum duration is generally two weeks. Bonding Leave must be concluded within one year of the birth or placement of the child.

If employees have been approved for intermittent leave and they request leave time that is unforeseeable, they must specifically reference either the qualifying reason for leave or the need for Family and Medical Leave at the time they notify their manager and/or HRBP.

### ***Notice and Certification***

#### ***Bonding, Family Care, Serious Health Condition and Military Caregiver Leave Requirements***

Dropboxers are required to provide:

- When the need for the leave is foreseeable, 30 days' advance notice;
- When the need for leave is not foreseeable, as soon as is otherwise possible and practical;
- When the leave relates to medical issues, a completed Larkin-provided medical certification form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of the Larkin-provided form) and a failure to provide the required medical certification within 15 days of being requested to do so may result in a denial of the leave;

- Periodic recertification (as allowed by law); and
- Periodic reports during the leave.

Dropboxers requesting leave for CFRA or FMLA qualifying reasons must respond to any questions designed to determine whether an absence is potentially qualifying for leave under this policy. Failure to respond to such questions may result in denial of CFRA or FMLA leave protections.

Please reach out to The Larkin Company to complete the required forms. At Dropbox's expense, we may require a second or third medical opinion regarding the Dropboxer's own serious health condition for FMLA purposes and, for CFRA purposes, the Dropboxer's own serious health condition or the serious health condition of a Dropboxer's family member. In limited cases, we may require a second or third opinion regarding the injury or illness of a Covered Servicemember. You are expected to cooperate with Dropbox in obtaining additional medical opinions that we may require. If a Dropboxer does not produce the certification as requested, the Family and Medical Leave may not be protected.

When leave is for planned medical treatment, Dropboxers should try to schedule treatment so as not to unduly disrupt Dropbox's or the team's operation. Please contact The Larkin Company and your HRBP prior to scheduling planned medical treatment.

#### *Recertification After Grant of Leave*

In addition to the requirements listed above, if a Dropboxer's FMLA leave is certified, Dropbox may later require medical recertification in connection with an absence that the Dropboxer reports as qualifying for FMLA leave. For example, Dropbox may request recertification if:

- the Dropboxer requests an extension of leave;
- the circumstances of the Dropboxer's condition as described by the previous certification changes significantly (e.g., the Dropboxer's absences deviate from the duration or frequency set forth in the previous certification; the Dropboxer's condition becomes more severe than indicated in the original certification; the Dropboxer encounters complications); or
- Dropbox receives information that casts doubt upon the Dropboxer's stated reason for the absence.

In addition, Dropbox may request recertification in connection with an absence after six months have passed since the Dropboxer's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave.

Any recertification requested by Dropbox will be at the Dropboxer's expense.

In addition to the requirement listed above, a recertification under the CFRA may only be requested at the expiration of the time period in the original certification for time off for the Dropboxer's own serious health condition. If a Dropboxer does not produce the recertification as requested, the leave will not be CFRA protected.

### *Qualifying Exigency Leave Requirements*

Dropboxers are required to provide:

- As much advance notice as is reasonable and practicable under the circumstances;
- A copy of the covered servicemember's active duty orders when the Dropboxer requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the servicemember's leave; and
- A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Please work with The Larkin Company to complete these certification forms.

### *Failure to Provide Notice or Certification and to Return from Leave*

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If a Dropboxer fails to return to work at the leave's expiration and has not obtained an extension of the leave, Dropbox may presume that the Dropboxer does not plan to return to work and has voluntarily terminated their employment.

### *Compensation During Leave*

Generally, Family and Medical Leave is unpaid. However, Dropboxers may be eligible to receive benefits through state-sponsored programs, through disability insurance,

and/or Dropbox's wage-replacement benefit programs.

Please see [drl/benefits](#) for details on how you may be paid during an eligible family or medical leave under this policy.

All payments of wage-replacement benefits and accrued paid leave will be integrated so that employees will receive no greater compensation than their regular compensation during this period. The use of paid benefits will not extend the length of a Family and Medical Leave.

### ***Benefits During Leave***

Dropbox will continue making contributions to Dropboxer's group health benefits during their leave on the same terms as if the Dropboxer had continued to actively work. This means that if Dropboxers want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents.

Dropboxers taking Bonding Leave, Family Care Leave, Serious Health Condition Leave and Qualifying Exigency Leave will generally be provided with group health benefits for a 12-workweek period. When the reason for leave is a pregnancy-related disability, which is a serious health condition under the FMLA but not the CFRA, and the Dropboxer takes additional time off that qualifies as CFRA leave, Dropbox will continue the Dropboxer's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period.

Dropboxers taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks.

In some instances, Dropbox may recover premiums it paid on a Dropboxer's behalf to maintain health coverage if the Dropboxer fails to return to work following the Family and Medical Leave.

A Dropboxer's length of service will remain intact, but benefits such as PTO and sick leave may not accrue while on an unpaid Family and Medical Leave.

### ***Job Reinstatement***

Under most circumstances, Dropboxers will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. Dropboxers taking an approved CFRA-related leave will receive a written guarantee of reinstatement prior to the start of the leave.

Further, Dropbox will also consider a reasonable accommodation under the FEHA or the ADA if the Dropboxer is returning from CFRA leave/FMLA leave for their own serious health condition. However, Dropboxers have no greater right to reinstatement than if they had been continuously employed rather than taken leave.

Prior to being allowed to return to work, a Dropboxer wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the Dropboxer is able to resume work. For a Dropboxer on intermittent or reduced schedule FMLA Leave, such a release may be required up to once every 30 days if reasonable safety concerns exist regarding the Dropboxer's ability to perform their duties, based on the serious health condition for which the Dropboxer took the intermittent or reduced schedule leave.

### ***Confidentiality***

Documents relating to medical certifications, recertifications or medical histories of Dropboxers or their family members will be maintained separately and treated as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel or government officials pursuant to applicable law.

### ***Fraudulent Use of FMLA Leave Prohibited***

We expect Dropboxers to be [#worthyoftrust](#) and use FMLA or CFRA Leave for the reasons outlined in this policy. A Dropboxer who fraudulently obtains Family and Medical Leave from Dropbox is not protected by the FMLA's or the CFRA's job restoration or maintenance of health benefits provisions. Dropbox may take appropriate disciplinary action against any Dropboxer who violates this provision, up to and including termination.

### ***Nondiscrimination***



Dropbox takes its Family and Medical Leave obligations very seriously and will not interfere with, restrain or deny the exercise of any rights provided by the FMLA or the CFRA. We will not terminate or discriminate against any individual for opposing any practice or because of involvement in any proceeding related to the FMLA or CFRA. If a Dropboxer believes that their FMLA or CFRA rights have been violated in any way, they should immediately report the matter to their HRBP.

Dropboxers should contact The Larkin Company as to any FMLA or CFRA questions they may have.

# Appendix C: California Pregnancy Disability Leave and Accommodation

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*NOTE: Leaves of absence and the respective federal/state laws governing them are complex. Fortunately, we've engaged The Larkin Company to help administer leaves and figure all of this out! The following information is provided to notify you of Dropbox's policies and your rights under the law. Contact The Larkin Company if you have questions.*

## ***Pregnancy Disability Leave***

Any Dropboxer who is disabled by pregnancy, childbirth or a related medical condition (including medical conditions relating to lactation) is eligible for up to four months of unpaid pregnancy disability leave. If a Dropboxer is also eligible for leave under the federal Family and Medical Leave Act (the "FMLA"), the FMLA leave and the pregnancy disability leave will run concurrently.

For purposes of this policy, employees are "disabled by pregnancy" when, in the opinion of their health care provider, they cannot work at all or are unable to perform any one or more of the essential functions of their job or to perform them without undue risk to themselves, the successful completion of their pregnancy or other persons as determined by a health care provider. The term "disabled" also applies to certain pregnancy-related conditions, such as severe morning sickness or the need to take time off for prenatal or postnatal care, bed rest, post-partum depression and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

## ***Reasonable Accommodation for Pregnancy-Related Disabilities***

Any Dropboxer who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. Dropboxers are "affected by pregnancy" if they are pregnant or have a related medical condition and their health care provider has

certified that it is medically advisable for the Dropboxer to temporarily transfer or to receive some other accommodation.

Dropbox will provide a temporary transfer to a less-strenuous or hazardous position or duties or other accommodation if:

- You request a transfer or other accommodation;
- The request is based upon the certification of your health care provider as "medically advisable"; and
- The transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

No additional position will be created, and Dropbox will not terminate another Dropboxer, transfer another Dropboxer with more seniority, or promote or transfer any Dropboxer who is not qualified to perform the new job as a part of the accommodation process.

Examples of reasonable accommodations include: (1) modifying work schedules to provide earlier or later hours; (2) modifying work duties, practices or policies; (3) providing time off; (4) providing furniture (such as stools) and modifying equipment and devices; and (5) providing additional break time for lactation or trips to the restroom. If time off or a reduction in hours is granted as a reasonable accommodation, Dropbox will consider the reduced hours/time off as pregnancy disability leave and deduct those hours from a Dropboxer's four-month leave entitlement.

### ***Advance Notice and Medical Certification***

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, Dropboxers must provide:

- 30 days' advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;
- As much notice as is practicable before the leave, transfer, or reasonable accommodation when 30 days' notice is not possible; and
- A signed medical certification from their health care provider that states that they are disabled due to pregnancy or that it is medically advisable for them to be temporarily transferred or to receive some other accommodation.

Dropbox may require you to provide a new certification if you request an extension of your leave, transfer or other accommodation.

Failure to provide Dropbox with reasonable advance notice may result in delay.

### ***Duration***

Dropbox will provide employees with an unpaid pregnancy disability leave for a period not to exceed four months. The four months is defined as the number of days (and hours) the Dropboxer would normally work within four calendar months or 17.33 workweeks. This leave may be taken intermittently or on a continuous basis, as certified by the Dropboxer's health care provider.

Dropbox may require a Dropboxer to temporarily transfer to an available alternative position to meet the medical need of the Dropboxer, to take intermittent leave, or work on a reduced schedule as certified by the Dropboxer's health care provider.

The Dropboxer must be qualified for the alternative position, which will have an equivalent rate of pay and benefits, but not necessarily equivalent job duties.

Any temporary transfer or other reasonable accommodation provided to a Dropboxer affected by pregnancy will not reduce the amount of pregnancy disability leave time the Dropboxer has available to them unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

The length of the transfer will depend upon the Dropboxer's physical condition before and after childbirth.

### ***Benefits***

Dropbox will maintain a Dropboxer's health insurance benefits during a Dropboxer's pregnancy disability leave for a period of up to four months (as defined above) on the same terms as they were provided prior to the leave time. If a Dropboxer takes additional time off following a pregnancy disability leave that qualifies as leave under the CFRA, Dropbox will continue their health insurance benefits for up to a maximum of 12 workweeks in a 12-month period.

In some instances, Dropbox may recover premiums it paid to maintain health insurance benefits if a Dropboxer fails to return to work following her pregnancy disability leave for reasons other than taking additional leave afforded by law or Dropbox policy or not returning due to circumstances beyond the Dropboxer's control.

### ***Compensation While on Leave***

Technically, leave under this policy is unpaid. But there are a number of ways in which Dropboxers can obtain compensation during pregnancy disability leave. Please refer to drl/benefits for more information.

### ***Reinstatement***

If the Dropboxer and Dropbox have agreed upon a definite date of return from the leave of absence or transfer, the Dropboxer will be reinstated on that date if they notify Dropbox that they are able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, the Dropboxer will be returned to work within two business days, where feasible, after they notify Dropbox of their readiness to return.

Before Dropboxers will be allowed to return to work following a leave of absence or transfer, they must provide The Larkin Company with a certification from their health care provider that they can perform their job safely, with or without reasonable accommodation. If employees do not provide such a release prior to or upon reporting for work, they may be sent home until a release is provided.

Employees will be returned to the same position upon the conclusion of their leave of absence or transfer unless the position ceases to exist. In cases where the Dropboxer's position no longer exists, Dropbox will provide a comparable position on the scheduled return date or within 60 calendar days of that return date. However, Dropboxers will not be entitled to any greater right to reinstatement than if they had not taken the leave.

To the extent required by law, Dropbox may grant a Dropboxer extended leave as a reasonable accommodation under FEHA or the ADA.

Dropbox will not discriminate or retaliate against its employees because they request or make use of leave, a transfer or other accommodations in accordance with this policy. This policy does not limit a pregnant Dropboxer's rights under any other policy or laws protecting gender, pregnancy and childbirth, or health conditions related to pregnancy or childbirth.

If you have questions about this policy or wish to request leave, transfer or other reasonable accommodation under this policy, please contact The Larkin Company.

# Appendix D: New York Paid Family Leave

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*NOTE: Leaves of absence and the respective federal/state laws governing them are complex. Fortunately, we've engaged The Larkin Company to help administer leaves and figure all of this out! The following information is provided to notify you of Dropbox's policies and your rights under the law. Contact The Larkin Company if you have questions.*

Under the New York Paid Family Leave Benefits Law ("PFLBL"), eligible Dropboxers are entitled to a leave of absence to care for a family member with a serious health condition, bond with a new child, or assist with obligations that arise when a spouse, domestic partner, child or parent is called into active military service.

Dropboxers are also eligible to receive partial wage replacement benefits during the leave through a state-mandated Paid Family Leave Benefits program that is funded by employee contributions made through payroll deductions.

## **Employee Eligibility**

New York Dropboxers are eligible for Paid Family Leave ("PFL") under the PFLBL after they have worked a regular schedule of 20 hours or more per week for 26 weeks or after they have worked a regular schedule of fewer than 20 hours per week for 175 days of employment.

## **Length of Paid Family Leave**

Eligible Dropboxers are entitled to receive up to 12 weeks of PFL in a consecutive 52-week period.

Dropboxers are limited to the maximum amount of PFL in a consecutive 52-week period, even if they begin employment with a different covered employer during that 52-week period.

## Qualifying Reasons for Leave

PFL may be taken for the following reasons:

- To provide physical or psychological care (including, for example, emotional support, visitation, assistance in treatment, transportation, arranging for a change in care, assistance with essential daily living matters and personal attendant services) to a family member because of the family member's serious health condition;
  - A serious health condition is defined as an illness, impairment, or physical or mental condition that involves:
    - inpatient care in a hospital, hospice or residential health care facility; OR
    - continuing treatment or continuing supervision by a health care provider.
- To bond with the Dropboxer's child during the first 12 months after the child's birth, or during the first 12 months after placement of the child for adoption or foster care; or
- For a "qualifying exigency," as defined under the federal Family and Medical Leave Act ("FMLA"), arising from the active duty military service (or notification of an impending call to active duty) of an employee's spouse, domestic partner, child or parent.

For purposes of this policy, a "family member" includes a child, parent, grandparent, grandchild, spouse or domestic partner.

- A "child" includes a biological, adopted or foster child, stepchild, the child of a domestic partner, a legal ward or someone to whom the eligible employee stands *in loco parentis*, meaning in the place of a parent.
- A "parent" includes a biological parent, foster parent, adoptive parent, stepparent, parent-in-law, parent of a domestic partner, legal guardian of the employee or an individual who stood *in loco parentis* to the employee when the employee was a child.

PFL may not be taken for the Dropboxer's own disability or health condition.

Dropboxers taking PFL to provide care to a family member with a serious health



condition must be present at the same location as the family member or engaged in reasonable travel related to providing care during the majority of the employment period for which the Dropboxer takes leave.

Dropbox is not required to provide PFL to two Dropboxers at the same time to care for the same family member. If time off is provided to both Dropboxers, the PFL taken by each Dropboxer will be counted towards that Dropboxer's PFL entitlement.

If you are taking time away from work to bond with a new child, leave taken post-birth under this policy will run concurrently with paid leave provided under our [New Child Leave](#) policy for eligible employees.

### **Intermittent Leave**

Dropboxers can take PFL on an intermittent basis, including in daily increments.

Dropboxers seeking intermittent leave must notify Dropbox, The Larkin Company, and Guardian of the proposed schedule for intermittent leave.

Dropboxers taking PFL in weekly increments will be eligible for the maximum number of weeks of leave in any 52 consecutive week period. Please reach out to The Larkin Company to discuss in more detail.

### **Wage Replacement Benefits**

Eligible Dropboxers can receive wage replacement benefits through a state-mandated PFL benefits program for PFL. PFL benefits are administered by Guardian.

The PFL benefit amount is a percentage of the employee's average weekly wage or the State's average weekly rate, whichever is lower. The State's average weekly wage is determined and periodically adjusted by the State of New York.

If you have any questions about your eligibility for PFL benefits, please reach out to The Larkin Company.

### **Requesting Leave**

Dropboxers seeking PFL must provide at least 30 days' advance notice to Dropbox (their lead or their HRBP) when the need for leave is foreseeable. If the need for leave is unforeseeable, Dropboxers must provide notice as soon as practicable. The notice should include the timing and duration of the leave and identify the type of

family leave needed. Failure to provide timely notice may result in a partial denial or delay in a Dropboxer's receipt of PFL. Dropboxers must advise as soon as practicable if the dates of a scheduled leave change or are extended.

Dropboxers seeking PFL benefits will also be required to submit a form and required certifications. Dropboxers must submit proof of the need for PFL within 30 days of the commencement of leave. The Larkin Company will provide you this form and certifications and can answer any questions. Dropbox/The Larkin Company will complete its portion of the form and return it to the Dropboxers within three business days.

If the dates for PFL, including any intermittent use of PFL, are not specified on the form, payment of benefits may be withheld until the information is provided.

Dropboxers are also required to provide additional documentation supporting the need for leave. Required documentation may include, for example, a birth certificate or adoption paperwork for bonding leave or a medical certification from a healthcare provider for leave to care for a family member's serious health condition.

Please reach out to The Larkin Company to initiate a leave of absence under this policy.

### **Benefits**

Dropbox will continue making contributions to employee group health benefits during the leave on the same terms as if the Dropboxer had continued to actively work. This means that if Dropboxers want their benefits coverage to continue during the PFL, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Failure to make timely payments may result in termination of health insurance coverage.

### **Effect on Other Rights and Paid Leave**

When leave qualifies as protected family leave under both the PFLBL and the FMLA, leave entitlements under both laws will run concurrently. Dropboxers will not receive more than the maximum family leave available under either the PFLBL or the FMLA, as applicable.

Please refer to [drl/benefits](#) to understand how you may be compensated when on a leave under this policy or reach out to The Larkin Company.

**Return from Leave**

Under most circumstances, employees who return to work as scheduled at the end of PFL will be reinstated to the same position they held at the time of the leave or to a comparable position with comparable benefits, pay and other terms and conditions of employment. Dropboxers are not entitled under the PFLBL to accrue employment benefits or obtain seniority during any period of PFL, nor are they entitled to any right, benefit or position to which they would have been entitled absent the PFL.

**Fraudulent Use of PFL Prohibited**

We expect Dropboxers to be [#worthyoftrust](#) and use PFL Leave for the reasons outlined in this policy. Dropboxers who fraudulently obtain PFL from Dropbox are not protected by the PFL's job restoration or maintenance of health benefits provisions and may be subject to disciplinary action, up to and including termination of employment.

**Protected Rights**

Dropbox takes its PFL obligations very seriously and will not interfere, restrain or deny the exercise of any right protected under the PFLBL. Dropbox will not terminate or otherwise discriminate against any individual because that person uses or attempts to use PFL. If a Dropboxer believes that his or her PFLBL rights have been violated in any way, they should immediately report the matter to their HRBP.

Dropboxers should contact their HRBP or The Larkin Company with questions.

# Appendix E: Washington Paid Family and Medical Leave

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*NOTE: Leaves of absence and the respective federal/state laws governing them are complex. Fortunately, we've engaged The Larkin Company to help administer leaves and figure all of this out! The following information is provided to notify you of Dropbox's policies and your rights under the law. Contact The Larkin Company if you have questions.*

In accordance with the Washington Paid Family and Medical Leave Act ("WA PFMLA"), eligible Dropboxers are entitled to a leave of absence due to their own serious health condition, to care for a family member with a serious health condition, to bond with a new child, or assist with obligations that arise when a family member is called into active military service. Dropboxers may also be eligible to receive partial wage replacement benefits during the leave from the State of Washington Employment Security Department ("Department").

To initiate a leave of absence under this policy, please contact The Larkin Company at (866) 923-3336 or [dropboxleaves@thelarkincompany.com](mailto:dropboxleaves@thelarkincompany.com).

## ***Employee Eligibility***

Dropboxers are eligible for WA PFMLA leave and partial wage replacement benefits if they meet the eligibility requirements as determined by the Department during the qualifying period, as follows: the Dropboxer has worked 820 hours in employment (as defined by the WA PFMLA) for any employer in Washington State during the qualifying period (which is the first four of the last five completed calendar quarters or, if eligibility is not established, the last four completed calendar quarters immediately preceding the application for leave).

## ***Reasons for and Length of Leave***

During a Benefit Year, eligible Dropboxers may be entitled to:

- Up to a maximum of 12 weeks of paid family leave to: (1) participate in providing care for a “family member” of the Dropboxer made necessary by the family member’s serious health condition; (2) bond with the Dropboxer’s child under the age of 18 during the first 12 months following the child’s birth, adoption or foster care placement of a child under the age of 18; or (3) attend to a “qualifying exigency,” as defined under the federal Family and Medical Leave Act (“FMLA”), arising from the “covered active duty” (as defined below) of a Dropboxer’s family member as a member of the military reserves, National Guard, or Armed Forces.
- Up to a maximum of 12 weeks of paid medical leave to attend to their own serious health condition. Medical leave may be extended up to an additional two weeks (up to 14 weeks of medical leave) if the Dropboxer experiences a pregnancy-related serious health condition that results in incapacity.

An eligible Dropboxer may receive up to a combined total of 16 weeks of medical and family leave, which may be extended to 18 weeks if the Dropboxer experiences a pregnancy-related serious health condition that results in an incapacity. If you are taking time away from work for reasons related to your own pregnancy or child-birth or to bond with a new child, leave under this policy post-birth will run concurrently with leave provided under our [New Child Leave policy](#).

### ***Definitions***

- “Benefit Year” means a period of 52 consecutive calendar weeks beginning on Sunday of the week of the Dropboxer’s timely and complete application to the Department, or the birth or placement of the employee’s child.
- “Child” means a biological, adopted, or foster child, a stepchild, a spouse’s child or child of a person who becomes the legal parent by assuming certain obligations, is a legal guardian, or is a de facto parent, regardless of age or dependency status.
- “Covered Active Duty” means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or

notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.

- “Family Member” means the Dropboxer’s spouse or state registered domestic partner, child, parent, grandparent, grandchild, or sibling.
- “Grandchild” means a child of the Dropboxer’s child.
- “Grandparent” means a parent of the Dropboxer’s parent.
- “Parent” means the biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of a Dropboxer or the Dropboxer’s spouse or state registered domestic partner, or an individual who becomes the legal parent by assuming certain obligations.

## ***Wage Replacement Benefits***

Beginning January 1, 2020, eligible Dropboxers may receive wage replacement benefits from the Department. Wage replacement benefits are determined and administered by the Department, not Dropbox. The amount of wage replacement benefits is calculated based upon a Dropboxer’s average weekly wage in relation to the state average weekly wage and is capped at a maximum weekly benefit amount that is adjusted annually.

When taking WA PFMLA for reasons other than family leave for the birth or placement of the Dropboxer’s child, payment of wage replacement benefits is subject to a waiting period of seven consecutive calendar days. The waiting period begins on the Sunday of the first week an eligible Dropboxer starts taking paid family or medical leave.

The minimum claim duration is eight consecutive hours of leave, meaning the Dropboxer claims at least eight consecutive work hours at some point during the week beginning on Sunday at 12:00 a.m. and ending at 11:59 p.m. the following Saturday.

In any week in which a Dropboxer is eligible to receive benefits under federal or state unemployment compensation, industrial insurance, or disability insurance laws, the

Dropboxer is disqualified from receiving WA PFMLA wage replacement benefits.

## ***Intermittent and Reduced Schedule Leave***

Dropboxers may take WA PFMLA leave intermittently, which means taking leave in blocks of time, or on a reduced schedule basis, by reducing the employee's normal weekly or daily work schedule. Please reach out to The Larkin Company with questions about your ability to take intermittent leave.

## ***Payroll Deductions***

WA PFMLA benefits are funded by both a Dropbox contribution and an employee contribution.

## ***Requesting Leave***

Dropboxers should reach out to The Larkin Company to initiate a leave of absence under this policy.

Dropboxers must also provide advance notice to The Larkin Company as follows:

- When the need for WA PFMLA leave is foreseeable based on an expected birth, placement of a child, or planned medical treatment for a serious health condition, the Dropboxer must provide written notice to The Larkin Company at least 30 days in advance.
- When the need for WA PFMLA leave due to a qualifying military exigency is foreseeable, the Dropboxer must provide written notice to The Larkin Company as soon as is practicable, regardless of how far in advance such leave is foreseeable.
- When the need for leave is not foreseeable, or 30 days' notice is not possible, the Dropboxer must provide written notice to The Larkin Company as soon as is practicable under the facts and circumstances of the particular situation. If the Dropboxer is unable to provide written notice personally, written notice may be given by another responsible party, such as the Dropboxer's spouse or domestic partner, neighbor, or coworker.

You should make a reasonable effort to schedule treatment in a manner that does not unduly disrupt your team's operations, as long as that schedule works with your

or your family member's health care provider.

Written notice should be provided to The Larkin Company and specify the anticipated timing and duration of the leave. Failure to provide timely notice may result in the Department denying WA PFMLA benefits. Dropboxers must advise The Larkin Company as soon as practicable if the dates of a scheduled WA PFMLA leave change or are extended, or if the dates of leave were initially unknown.

Dropboxers must file an application for WA PFMLA benefits directly with the Department using the Department's forms and provide the Department supporting documentation or certification. The Larkin Company will provide guidance on both of these steps, including on what documentation or certification you must provide to qualify for WA PFMLA benefits.

Whenever a Dropboxer who is qualified for WA PFMLA benefits is absent from work for family leave or medical leave for a period of more than seven consecutive days, Dropbox will provide the Dropboxer with a [written statement of the employee's rights](#). The notice will be provided to the Dropboxer within five business days after the Dropboxer's seventh consecutive day of absence due to family or medical leave, or within five business days after Dropbox has received notice that the Dropboxer's absence is for such reasons, whichever is later.

## ***Benefits***

Dropbox will continue making contributions to employee group health benefits during the WA PFMLA leave on the same terms as if the Dropboxer had continued to actively work. This means that if Dropboxers want their benefits coverage to continue during the WA PFMLA leave, they must also continue to make the same premium payments that they are normally required to make for themselves or their dependents. Failure to make timely payments may result in termination of health insurance coverage.

## ***Effect on Other Rights and Paid Leave***

When both the FMLA and the WA PFMLA apply, the leave provided by each will count against the Dropboxer's entitlement under both laws, and leave taken under the FMLA will run concurrently with leave taken under the WA PFMLA.



WA PFMLA is in addition to any leave for sickness or temporary disability because of pregnancy or childbirth. When a Dropboxer takes leave for pregnancy disability under both the WA PFMLA and the Washington Law Against Discrimination (WLAD), the two leaves will run concurrently, but a Dropboxer's WA PFMLA entitlement or eligibility does not limit the amount of leave under the WLAD to which the Dropboxer may be entitled.

Dropbox will not require Dropboxers to take paid vacation leave, paid sick leave, or other forms of paid time off provided by Dropbox before, in place of, or concurrently with WA PFMLA.

Dropbox will supplement certain benefit payments for employees to maintain their regular wage as "top-off pay" for up to twelve weeks of WA PFMLA leave. The top-off amount is the difference between the WA PFMLA benefit payment received by the Dropboxer and their regular wage. A Dropboxer's combined benefit (WA PFMLA benefit plus the top-off pay) shall not exceed 100% of a Dropboxer's regular pay. The Dropboxer is responsible for providing The Larkin Company with the information necessary to calculate the supplemental benefit amount. Your WA PFMLA benefit amount is included in the approval letter you will receive in the mail from the Washington State Employment Security Department.

This supplemental benefit (i.e., "top-off pay") is not reported to the Washington Employment Security Division, and does not reduce your WA PFMLA benefits.

## ***Return from Leave***

Dropboxers who return to work as scheduled at the end of WA PFMLA will be reinstated to the same position they held at the time the leave commenced, or to an equivalent position with comparable benefits, pay, and other terms and conditions of employment, if they meet the following requirements:

- The Dropboxer is in "employment" in Washington State (as defined by the WA PFMLA).
- Dropbox has fifty or more employees in "employment" (as defined by the WA PFMLA) in Washington State.
- The Dropboxer has been employed by Dropbox for twelve months or more.

- The Dropboxer has worked for Dropbox for at least 1,250 hours during the twelve months immediately preceding the date on which leave will commence.

For Dropboxers who do not meet the requirements for job reinstatement under the WA PFMLA, reinstatement is not guaranteed. Other laws that provide for reinstatement may apply, and Dropbox will comply with all applicable law.

Dropbox may deny restoration to any salaried employee who is among the highest paid ten percent of Dropbox employees within 75 miles of the facility at which the Dropboxer is employed if:

- Denial is necessary to prevent substantial and grievous economic injury to the operations of Dropbox;
- Dropbox notifies the Dropboxer of its intent to deny restoration on such basis at the time Dropbox determines that the injury would occur; and
- The leave has commenced and the Dropboxer elects not to return to employment after receiving the notice.

## ***Protected Rights***

Dropbox takes its WA PFMLA obligations very seriously and will not interfere, restrain or deny the exercise of any right protected under the WA PFMLA. Dropbox will not discriminate or retaliate against any Dropboxer because that person uses or attempts to use WA PFMLA benefits. Dropboxers who believe their WA PFMLA rights have been violated in any way should immediately report the matter to their Human Resources Business Partner or anyone in their management chain.