

Dropbox, Inc.
333 Brannan St
San Francisco, CA 94107

March 26, 2019

Shicheng Zhou
uofiszhou42@gmail.com

Offer of Temporary Employment by Dropbox, Inc.

Dear Shicheng:

On behalf of Dropbox, Inc. (the "Company"), we are pleased to offer you temporary employment at our Seattle, WA, USA location commencing on May 28, 2019. You will have the temporary position of Software Engineer Intern (Summer 2019), and will initially report to the Company's Engineering Manager. The terms of the offer are as follows:

1. **Compensation.** Your starting salary will be \$8,000.00 per month (pro-rated for days worked), paid in accordance with the Company's normal payroll procedures. The Company currently expects your internship to end on August 15, 2019, although this date is subject to change.

2. **Benefits.** As a temporary employee, you are not eligible to participate in any of the Company's benefits programs including, without limitation, medical insurance, paid time off, and stock options. The Company reserves the right to change or otherwise modify, in its sole discretion, the preceding terms of employment, as well as any of the terms set forth in this letter or in any other policy, letter or agreement, at any time in the future.

3. **Relocation.** The Company will pay for and assist you with certain relocation expenses, as set forth in the attached document titled "Relocation Letter" (the "Relocation Package").

4. **Confidentiality.** As an employee of the Company, you will have access to certain confidential information of the Company and you may, during the course of your employment, develop certain information or inventions that will be the property of the Company. To protect the interests of the Company, you will need to sign the Company's standard "Employee Invention Assignment and Confidentiality Agreement" as a condition of your employment. We wish to impress upon you that we do not want you to, and we hereby direct you not to, bring with you any confidential or proprietary material of any former employer or to violate any other obligations you may have to any former employer.

5. **Duty Not to Compete.** During the period that you render services to the Company, you agree to not engage in any employment, business or activity that is in any way competitive with the business or proposed business of the Company. You will disclose to the Company in writing any other gainful employment, business or activity that you are currently associated with or participate in that competes with the Company. During the period that you render services to

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the Company, you will not assist any other person or organization in competing with the Company or in preparing to engage in competition with the business or proposed business of the Company.

6. **At Will Employment.** Should you decide to accept our offer, you will be an at-will employee of the Company, which means the employment relationship can be terminated by either of us for any reason, at any time, with or without prior notice and with or without cause. Any statements or representations to the contrary (and, indeed, any statements contradicting any provision in this letter) should be regarded by you as ineffective. Any modification or change in your at will employment status may only occur by way of a written employment agreement signed by you and the Company's Chief Executive Officer.

7. **Authorization to Work.** Please note that because of employer regulations adopted in the Immigration Reform and Control Act of 1986, within three (3) business days of starting your new position you will need to present documentation demonstrating that you have authorization to work in the United States. If you have questions about this requirement, which applies to U.S. citizens and non-U.S. citizens alike, you may contact our personnel office

8. **Arbitration (Not applicable to Sexual Harassment or Discrimination Claims).** Except as explained in this paragraph, you and Dropbox shall submit to mandatory and exclusive binding arbitration any and all controversies or claims arising from, or relating to, your employment with Dropbox and/or the termination of your employment that are based upon any federal, state or local ordinance, statute, regulation or constitutional provision. The sole exceptions are claims for workplace sexual harassment and/or discrimination; claims under applicable workers' compensation law; unemployment insurance claims; actions seeking provisional remedies pursuant to California Code of Civil Procedure Section 1281.8 or equivalent laws in other jurisdictions; and/or claims expressly prohibited by law from being subject to binding arbitration (the "**Excluded Claims**"). While you're not required to arbitrate any of the Excluded Claims, you may choose to do so if you'd like once a dispute arises. It's entirely up to you. Also, you agree to submit any of the Excluded Claims to pre-suit mediation before filing any civil action alleging such claim(s). This way the parties have an early opportunity to try and reach an amicable resolution of their dispute. The mediation will be with a mutually selected neutral mediator from JAMS and Dropbox will pay all reasonable mediation fees. If either Dropbox or you brings both arbitrable and non-arbitrable claims in the same or related action, both agree that the non-arbitrable claims shall be stayed until the conclusion of arbitration, to the extent allowed by law.

THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO CLAIMS SUBJECT TO ARBITRATION UNDER THIS AGREEMENT. You and Dropbox agree that the arbitrator shall have the sole authority to determine the arbitrability of all claims. You also agree that any arbitrable claims shall be resolved on an individual basis, and you agree to waive your right, to the extent allowed by applicable law, to consolidate any arbitrable claims with the claims of any other person in a class or collective action. This Agreement does not restrict your right to file administrative claims you may bring before any government agency where, as a matter of law, the parties may not restrict the employee's ability to file such claims (including, but not limited to, the National Labor Relations Board, the Equal Employment Opportunity Commission, and the Department of Labor). However the parties agree that, to the fullest extent permitted by law and consistent with this agreement, arbitration shall be the exclusive remedy for the subject matter of such administrative claims. Such arbitration shall be governed by the Federal Arbitration Act and conducted through JAMS in San Francisco, California, before a single neutral arbitrator, in accordance with the employment

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arbitration rules in effect at that time. The JAMS Employment Arbitration Rules may be found and reviewed at <https://www.jamsadr.com/rules-employment-arbitration/>. If you are unable to access these rules, please let me know and I will provide you a hardcopy. The arbitrator shall issue a written decision that contains the essential findings and conclusions on which the decision is based. You shall bear only those costs of arbitration you would otherwise bear had you brought a claim covered by this Agreement in court. Judgment upon the determination or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

9. **Background Check.** This offer is contingent upon a satisfactory verification of criminal, education, and employment background. This offer can be rescinded based upon data received in the verification.

10. **Acceptance.** This offer will remain open until March 27, 2019. If you decide to accept our offer, and I hope you will, please sign the enclosed copy of this letter in the space indicated and return it to me. Your signature will acknowledge that you have read and understood and agreed to the terms and conditions of this offer letter and the attached documents, if any.

We look forward to the opportunity to welcome you to the Company.

Very truly yours,



Drew Houston
Chief Executive Officer

I have read and understood this offer letter and hereby acknowledge, accept and agree to the terms as set forth above and further acknowledge that no other commitments were made to me as part of my employment offer except as specifically set forth herein.

DocuSigned by:

(CANDIDATE_SIGNATURE)
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Shicheng Zhou

March 26, 2019

Date Signed

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