



Uber Technologies, Inc.
1455 Market Street, 4th Floor
San Francisco, CA 94103

September 28, 2020

Charles James

OFFER OF EMPLOYMENT

Dear Charles,

On behalf of Uber Technologies, Inc., a Delaware corporation ("Uber" or the "Company"), I am pleased to extend you this conditional offer of employment in the position of Sr. Mid-Market Account Executive, Uber for Business. Should you accept this offer, your employment by the Company shall be governed by the following terms and conditions (this "Agreement"):

1. Duties and Scope of Employment.

- a. **Position:** During your employment under this Agreement (your "Employment"), the Company agrees to employ you in the position of Sr. Mid-Market Account Executive, Uber for Business or in such other position as the Company subsequently may assign to you. You will report to the Company's Assoc Manager, U4B SMB (Sales Plan), Rick Bastian, or to such other person as the Company subsequently may determine. You will begin your Employment working out of the Company's office in San Francisco, CA. You will perform the duties and have the responsibilities and authority customarily performed and held by an employee in your position or as otherwise may be assigned or delegated to you by your supervisor.
- b. **Obligations to the Company:** During your Employment, you shall devote your full business efforts and time to the Company. During your Employment, without express written permission from Global Compliance, you shall not render services in any capacity to any other person or entity and shall not act as a sole proprietor or partner of any other person or entity or own more than five percent (5%) of the stock of any other corporation. You may serve on corporate or civic boards or committees, have an advisory role for an outside company, and have personal side-projects, provided that such activities do not individually or in the aggregate interfere with the performance of your duties under this Agreement. Should you engage in any activity listed in this paragraph, regardless of whether it interferes with the performance of your duties or presents a conflict of interest, please complete the Outside Activities Disclosure Form. You shall

comply with the Company's policies and rules, as they may be in effect from time to time during your Employment.

- c. **No Conflicting Obligations:** You represent and warrant to the Company that you are under no obligations or commitments, whether contractual or otherwise, that are inconsistent with your obligations under this Agreement. In connection with your Employment, you shall not use or disclose any trade secrets or other proprietary information or intellectual property in which you or any other person has any right, title or interest and your Employment will not infringe or violate the rights of any other person. You further confirm that you will not remove or take any documents or proprietary data or materials of any kind, electronic or otherwise, with you from your current or former employer to the Company without written authorization from your current or former employer.
- d. **Commencement Date:** You shall commence full-time Employment as soon as reasonably practicable and in no event later than October 19, 2020. Your first date of employment with the Company is referred to below as your "Start Date."

2. **Compensation.**

- a. **Salary:** The Company shall pay you as compensation for your services an initial base salary at a gross annual rate of \$102,000.00. Such salary shall be payable in accordance with the Company's standard payroll procedures. This is an exempt position, which means that your salary is intended to compensate you for all hours worked, and you will not receive overtime pay.
- b. **Sales Incentive Program:** You will be eligible to participate in an UberSales Incentive Program. You will be eligible for a cash bonus target of \$68,000. Participation in this program does not guarantee that you will receive a bonus. The issuance and amount of a bonus is in Uber's full discretion, may be based upon individual and company performance, and will be prorated if you were in your position for less than the full year.
- c. The foregoing compensation provisions are subject to the terms and conditions established under any applicable plans and/or policies of the Company, as such may be amended from time to time.
- d. **Withholding Taxes:** All forms of compensation referred to in this letter are subject to applicable withholding and payroll taxes.

3. **Paid Time Off and Employee Benefits.**

During your Employment, you shall be eligible for paid time off, in accordance with the Company's paid time off policy generally available to similarly situated employees of the Company, as it may be amended from time to time. During your Employment, you shall be eligible to participate in the employee benefit plans maintained by the Company and generally available to similarly situated employees of the Company, subject in each case to the generally applicable terms and conditions of the plan in question and to the determinations of any person or committee administering such plan.

4. **Business Expenses.**

The Company will reimburse you for your necessary and reasonable business expenses incurred in connection with your duties hereunder upon presentation of an itemized account and appropriate supporting documentation, all in accordance with the Company's generally applicable policies.

5. **Termination.**

- a. **Employment at Will.** Your Employment shall be "at will," meaning that either you or the Company shall be entitled to terminate your Employment at any time and for any reason, with

or without cause or notice. Any contrary representations that may have been made to you are superseded by this Agreement. This Agreement shall constitute the full and complete agreement between you and the Company on the "at-will" nature of your Employment, which may only be changed in an express written agreement signed by you (or your authorized representative) and a duly authorized officer of the Company.

- b. **Rights Upon Termination.** Except as expressly provided herein, upon the termination of your Employment for any reason, you shall only be entitled to the compensation and benefits earned and the reimbursements described in this Agreement for the period preceding the effective date of the termination.

6. **Pre-Employment Conditions.**

This offer is contingent upon the following conditions. This offer will be withdrawn (whether or not you have already signed it) if any of the below conditions is not satisfied. Unless and until all such steps have been completed, this conditional offer of employment may be withdrawn and you should not resign your current employment, otherwise alter your employment status, or alter any personal circumstances in reliance on this conditional offer.

- a. **Confidentiality Agreement.** This offer and your commencement of employment with the Company are contingent upon the execution, and delivery to an officer of the Company, of the Company's Confidential Information and Invention Assignment Agreement, a copy of which is enclosed as Attachment A for your review and execution (the "Confidentiality Agreement"), prior to or on your Start Date.
- b. **Work Authorization.** For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided within three (3) business days of your Start Date, or our employment relationship with you may be terminated. This offer may be rescinded if you are unable to begin work at the Company within a reasonable amount of time (as determined by the Company, in its sole discretion) due to work eligibility issues (e.g., if your request for an employment visa is denied or if an employment visa cannot be obtained within a reasonable amount of time) or export control licensure requirements.
- c. **Alternative Dispute Resolution Agreement.** This offer and your commencement of employment with the Company is contingent upon the execution, and delivery to an officer of the Company, of the Alternative Dispute Resolution Agreement, a copy of which is enclosed as Attachment B for your review and execution, prior to or on your Start Date.
- d. **Proprietary Information Affirmation.** This offer and your commencement of employment with the Company is contingent upon the execution, and delivery to an officer of the Company, of the Proprietary Information Affirmation, a copy of which is enclosed as Attachment C for your review and execution, prior to or on your Start Date.
- e. **Background Check.** This offer and your commencement of employment with the Company are contingent on the Company's receipt, evaluation, and approval of a background check, consistent with applicable law.
- f. **Compliance.**
 - (1) **Restricted Parties Lists Verification.** This offer of employment and/or your continued Employment with the Company is contingent upon verification that you and, if applicable, your affiliated entity/institution do not appear on any of the Restricted Parties Lists maintained by the U.S. Government that will prevent the Company from transacting

(including but not limited to financial transactions) or engaging in certain type of activities with you, directly or indirectly.

- (2) **Foreign National Employee - Export License Determination.** If an export control license is required in connection with your Employment, this offer is further contingent upon receipt of the necessary export license and any similar government approvals by the Company's office where you are based. Your employment with the Company will commence following receipt of such export license and governmental approvals; and is conditioned upon your (a) maintaining your employment with the Company, and (b) continued compliance with all conditions and limitations imposed by such license. If for any reason such export license and governmental approvals cannot be obtained within a commercially reasonable time from your date of signature, this offer will automatically terminate and have no force and effect. Additionally, should an export license become necessary at any point following the commencement of your employment with the Company, no export-controlled information or materials will be released to you until such license and any similar government approvals are obtained. The Company is not obligated to apply for any export license or other government approval that may be required in connection with your employment, and the Company cannot guarantee that any such license or similar approvals will be granted, if sought.
- g. **Timely Acceptance.** This offer will remain open until September 30, 2020. To indicate your acceptance of the Company's offer on the terms and conditions set forth in this letter, please sign, date, and return it no later than that date.

7. **Successors.**

- a. **Company's Successors.** This Agreement shall be binding upon any successor (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets. For all purposes under this Agreement, the term "Company" shall include any successor to the Company's business or assets that becomes bound by this Agreement.
- b. **Your Successors.** This Agreement and all of your rights hereunder shall inure to the benefit of, and be enforceable by, your personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

8. **Miscellaneous Provisions.**

- a. **Modifications and Waivers.** No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by you (or your authorized representative) and by an authorized officer of the Company (other than you). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.
- b. **Whole Agreement.** No other agreements, representations or understandings (whether oral or written and whether express or implied) which are not expressly set forth in this Agreement have been made or entered into by either party with respect to the subject matter hereof. This Agreement, the Confidentiality Agreement, and the Alternative Dispute Resolution Agreement contain the entire understanding of the parties with respect to the subject matter hereof.
- c. **Choice of Law and Severability.** This Paragraph 8(c) ("**Choice of Law and Severability**") does not apply to Paragraph 8(d) ("**Arbitration**") or to the Alternative Dispute Resolution Agreement contained in Attachment B to this Agreement, and to the extent that this Paragraph 8(c) conflicts

with Paragraph 8(d) or the Alternative Dispute Resolution Agreement, the provisions contained in Paragraph 8(d) and the Alternative Dispute Resolution Agreement control. Subject to the preceding sentence, this Agreement otherwise shall be interpreted in accordance with the laws of the State in which you work/last worked without giving effect to provisions governing the choice of law, and if any provision of this Agreement becomes or is deemed invalid, illegal or unenforceable in any applicable jurisdiction by reason of the scope, extent or duration of its coverage, then such provision shall be deemed amended to the minimum extent necessary to conform to applicable law so as to be valid and enforceable or, if such provision cannot be so amended without materially altering the intention of the parties, then such provision shall be stricken and the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is rendered illegal by any present or future statute, law, ordinance or regulation (collectively, the "Law") then that provision shall be curtailed or limited only to the minimum extent necessary to bring the provision into compliance with the Law. All the other terms and provisions of this Agreement shall continue in full force and effect without impairment or limitation.

- d. **Arbitration.** Attachment B to this Agreement is an Alternative Dispute Resolution Agreement. This Alternative Dispute Resolution Agreement is governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and is incorporated by reference into and is part of this offer of employment. Therefore, before accepting this offer of employment, please read the Alternative Dispute Resolution Agreement carefully.
- e. **No Assignment.** This Agreement and all of your rights and obligations hereunder are personal to you and may not be transferred or assigned by you at any time. The Company may assign its rights under this Agreement to any entity that assumes the Company's obligations hereunder in connection with any sale or transfer of all or a substantial portion of the Company's assets to such entity.
- f. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

We are all delighted to be able to extend you this offer and look forward to working with you. Please understand that this offer is contingent upon successful completion of your background check investigation and satisfaction of the other pre-employment conditions listed above. To indicate your acceptance of the Company's offer, please sign and date this letter in the space provided below and return it to me, along with a signed and dated original copy of the Confidentiality Agreement and the Alternative Dispute Resolution Agreement. The Company requests that you begin work in this new position on or before October 19, 2020. This offer must be accepted on or before September 30, 2020. Please indicate the date (either on or before the aforementioned date) on which you expect to begin work in the space provided below (the "Start Date").

ACCEPTED AND AGREED:**Signed:****Uber Technologies Inc.**

DocuSigned by:

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Charles James

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Rick Bastian

Assoc Manager, U4B SMB (Sales Plan)

September 30, 2020

Date

September 30, 2020

Date

Anticipated Start Date: October 19, 2020

Attachment A: Confidential Information and Invention Assignment Agreement

Attachment B: Alternative Dispute Resolution Agreement

Attachment C: Proprietary Information Affirmation