

**UBER for Business Sales Incentive Plan
Enterprise Account Executive
Effective January 1, 2022**

This **Uber for Business 2022 Enterprise Account Executive Sales Incentive Plan** (the “Plan”), including any and all amendments and appendices now or in the future, represents the commitment of **Uber** (“Company”) to reward eligible Participants (defined below) for achieving and exceeding assigned quotas and, to the extent allowed by law, remaining employed through each applicable measurement period.

This Plan cancels, supersedes, and replaces any and all earlier verbal and/or written agreements, representations, correspondence, and/or promises concerning any incentive or variable compensation (including without limitation, prior bonus or incentive agreements, if any). Further, participation in this Plan cancels, supersedes, and replaces a Participant’s eligibility to participate in the Company’s annual performance bonus program.

This Plan is an annual plan that will renew each year, unless terminated, modified, or replaced by the Company in its sole discretion, therefore terms and conditions are not guaranteed. This plan is not part of the employment agreement and does not represent any vested right by the employee.

ELIGIBILITY

Only U4B Employees who are Account Executives notified in writing of their designation to participate in this Plan and who have signed this Plan and all ancillary documents are eligible to participate in the Plan (“Participants”).

“Employee” means an individual who is reported on the payroll records of the Company as an employee and excludes any individual classified by the Company as an independent contractor or as a temporary or contingent worker.

In order to be eligible to earn any Incentive Compensation (defined below) under this Plan, the Participant must comply with all terms and conditions outlined in this Plan. Payouts under this Plan are discretionary and may only be in relation to the sale or support of authorized products and services in the Participant's assigned territory.

EFFECTIVE DATE

This Plan is effective beginning January 1, 2022, or the date a Participant is hired or transferred into a role covered by the Plan, whichever is later (the “Effective Date”) and will remain in effect until modified, terminated, or superseded by a new plan.

PLAN ADMINISTRATION

The Plan is authorized and administered by the Company's Sales Governance Committee ("Sales Governance Committee"), which is made up of members of the Company's Sales, Sales Operations, HR and Compensation leadership. The Sales Governance Committee has sole authority to interpret the Plan. Unless otherwise prohibited by law, any interpretation of the Plan or determination by the Sales Governance Committee regarding the Plan or any of its provisions or procedures shall be final and binding as to all affected Participants.

Any change to the Plan is at the Company's sole discretion.

PLAN DETAILS

Compensation - On Target Earnings (OTE)

- The total amount of annual On-Target Earnings ("OTE") that a Participant can earn if they achieve 100% of their assigned quotas is comprised of a Participant's i) Base Pay (which is the current, non-variable component of Participant's total compensation as set out in his/her employment agreement or last compensation statement (where applicable)) and ii) Variable Incentive Compensation. Variable Incentive Compensation is described in more detail below.
- ***Variable Incentive Compensation:*** Variable Incentive Compensation ("VIC" or "Incentive Compensation") is the variable compensation that a Participant may receive if and only if such compensation is "earned" in accordance with the terms and conditions of this Plan. VIC is not earned unless and until all criteria, as defined in the Plan documents, are satisfied. At the beginning of each Quota Measurement Period, the amount of VIC that a Participant can earn if the Participant fully achieves their assigned quotas ("VIC Target") shall be communicated to a Participant in a separate Individual Plan Participant Details and Acknowledgement Forms, along with his/her assigned territories and quotas, which must be signed by the Participant in order to continue eligibility under the Plan. The decision of the Company to make a VIC award, and the amount of the award, is entirely at the Company's discretion.

Time Periods

Quota Measurement Period: Quotas will be set on a semi-annual basis. Although the Quota Measurement Period is semi-annual, quarterly quota achievement towards a Participants' semi-annual quotas will be assigned and will impact quarterly VIC payments.

Territory and Quota

A territory may be a specific geography, a set of named prospective customers, a set of named existing accounts, and/or a set of vertical market(s) assigned to each Participant. Each Participant shall be assigned a territory, as determined by their manager and approved by the Sales Governance Committee at the beginning of each Quota Measurement Period.

Each Participant shall have a Gross Bookings Quota assigned to them prior to the Quota Measurement Period, and the amount of a Participant's semi-annual and quarterly VIC payments depend on their attainment towards their Gross Bookings Quota.

- **Gross Bookings Quota:** Gross Bookings Quota means the total amount of bookings that Participant is expected to generate through accounts, customer's, vertical market(s) or geographies associated with Participant on the Uber for Business Platform during the Quota Measurement Period.
- **Gross Bookings Quota Attainment:** Gross Bookings Quota Attainment is the percentage of gross bookings achieved as compared to the Gross Bookings Quota assigned to Participant.
 - For Q1 and Q3: Gross Bookings Quota Attainment for the first quarter of each Quota Measurement Period is based on achievement towards the quarterly goal, which is a percentage of the Participant's semi-annual quota.
 - For Q2 and Q4: Gross Bookings Quota Attainment at the end of each Quota Measurement Period is based on achievement towards the entire semi-annual quota (Q1+Q2; or Q3+Q4).
 - Example: For example, if the semi-annual Gross Bookings Quota is \$1,000,000 (and the Gross Bookings Quota is \$500,000 per quarter) and, and the Participant achieves \$500,000 during Q1; \$400,000 during Q2, \$600,000 during Q3, and \$300,000 during Q4, then:
 - Attainment for Q1 is 100% (\$500,000 actual Q1 bookings ÷ \$500,000 quarterly goal);
 - Attainment for Q2 is 90% (\$900,000 actual Q1+Q2 bookings ÷ \$1,000,000 semi-annual quota);
 - Attainment for Q3 is 120% (\$600,000 actual Q3 bookings ÷ \$500,000 quarterly goal); and
 - Attainment for Q4 is 90% (\$900,000 actual Q3+Q4 bookings ÷ \$1,000,000 semi-annual quota).

Changes to territories and quotas will be reflected in updated Individual Plan Participant Details and Acknowledgement Forms.

Calculation and Payout of Incentive Compensation

To the fullest extent allowed by law, in order to earn VIC under this Plan, Participant must have been employed through the end of a quarter, and must have achieved the requisite amount of Gross Bookings during the Quota Measurement Period.

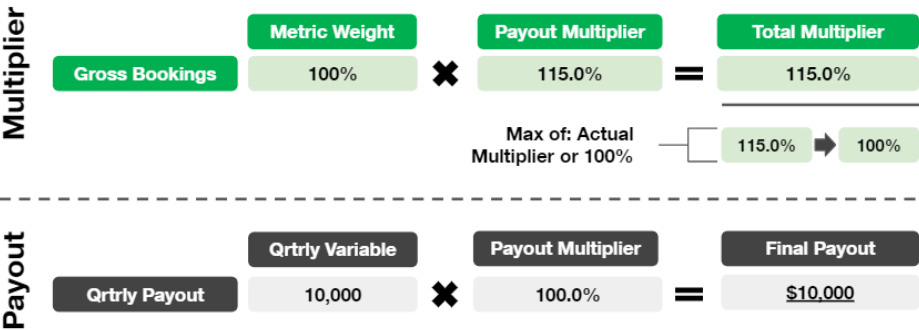
VIC Calculation: VIC will be paid on a quarterly basis and trued-up at the end the semi-annual Quota Measurement Period. VIC calculations during the middle of a Quota Measurement Period (at the end of Q1 or Q3) will be capped to the monthly VIC Target; however, VIC in excess of quota can only be earned on a semi-annual basis. VIC earned through the entire Quota Measurement Period (at the end of Q2 and Q4) will not be capped, and the VIC payments at the end of Q2 and Q4 will be reduced by quarterly payments made during the middle of the Quota Measurement Period. VIC for Participants is calculated using the following formula:

- Step One: Identify Participant's Gross Bookings Quota Attainment and determine the associated payout multiplier according to the U4B 2022 Enterprise Account Executive Sales Incentive Plan Rate Table at **Appendix A** [Gross Bookings Quota Attainment Payout Multipliers].
- Step Two:
 - For Q1 & Q3 payouts, the payouts for achieving quarterly quotas is the lesser of: the sum arrived as part of Step 1 or 100% of the VIC Quarterly Target. In other words, Q1 and Q3 payouts are capped to the VIC Quarterly Target.
 - For Q2 & Q4 payouts, the payouts for achieving semi-annual quotas is not capped but take into account any VIC payments made for the prior quarter within the same Quota Measurement Period. In other words, the sum arrived as part of Step 1 will be reduced by the amount of the prior quarter VIC payment.

Example Calculation:

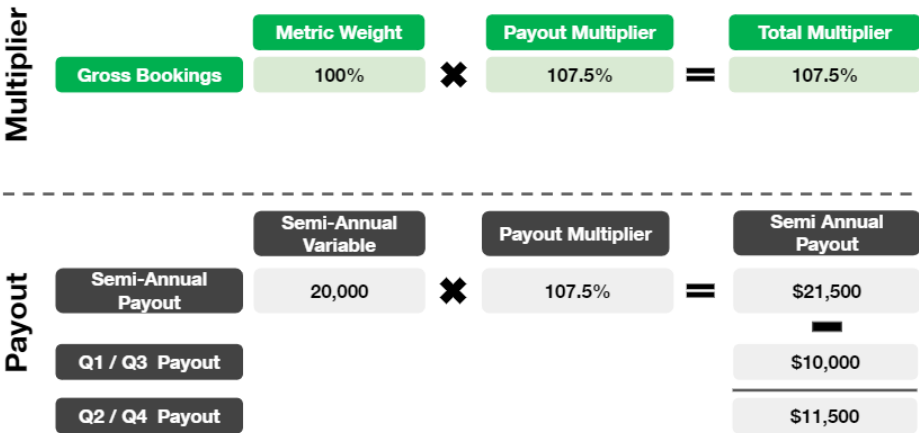
Q1/Q3: Payout

Total Annual Variable	\$40K
Semi Annual Variable	\$20K
Qtrly Variable	\$10K
Qtrly GB Quota	\$800k
Qtrly GB Attainment	\$880k
Qtrly GB Attainment %	110.0%
Qtrly GB Multiplier	115.0%



Q2/Q4 Payout

Total Annual Variable	\$40K
Semi Annual Variable	\$20K
Qtrly Variable	\$10K
Semi-Annual GB Quota	\$1,500k
Semi-Annual GB Attainment	\$1,575
Semi-Annual GB Attainment %	105%
Semi-Annual GB Multiplier	107.5%



Timing of Payments: Upon completion of each quarter, incentive compensation will be calculated and VIC payments to Participants shall be made during the next pay period following completion of these calculations.

Transition Benefits

New Participants transitioning to this Plan may be eligible to receive transition benefits. Eligibility for and details of such benefits, if applicable, will be separately communicated in writing.

Repayment of Amounts Owed to the Company

In the event any VIC amounts are overpaid to a Participant, the Participant agrees to pay those amounts to the Company immediately upon demand, subject to local law. In addition, a Participant authorizes the Company to deduct such amounts owed from any payment of any kind otherwise due to the

Participant including, but not limited to, incentives, other wages, and expense reimbursements, in accordance with applicable law.

Corrections

If a Participant believes there has been an error in the calculation or payment of any Incentive Compensation, or in the event of any dispute regarding Incentive Compensation, Participant must notify the Company immediately and, but not later than the end of the following Quota Measurement Period. The Company may investigate all complaints and may take appropriate corrective action where warranted. The Company, in its sole discretion, will make any corrections to Gross Bookings Compensation calculations as it deems necessary, in its sole discretion.

Governing Law

The validity, interpretation and performance of this Plan shall be construed and interpreted according to the laws of the country or if employed in the U.S. state (or province if you are in Canada) in which Employee was last employed by the Company that govern the employment relationship between Participant and the Company. For Australian Participants, this Plan shall be construed and interpreted according to the laws of New South Wales.

Effect of New Hire/Transition into Role

The Gross Bookings Quotas for newly hired Participants or Participants transferring into the Account Executive role, will be set at Uber's sole discretion based on the Participant's time in the Account Executive role for their first semi-annual measurement period. Because a Participant may enter the Account Executive role mid-quarter, the Participant's quarterly goal may be prorated accordingly. Unless otherwise set forth in writing, Participants will not be eligible for ramp payments and will be measured based on attainment against the relevant semi-annual Gross Bookings Quotas and assigned quarterly goal.

Effect of Leave of Absence

Subject to local law, participants who take a continuous leave of absence of more than 14 consecutive days will not continue to earn incentive compensation under this Plan for the duration of the leave (although Participants will remain eligible to receive incentive compensation in respect of work carried out before the absence). Participant's Quota and Variable Incentive Compensation Target ("VIC Target") will be prorated for the time on leave in excess of 14 continuous days. Any wage replacement benefits to compensate employees while on leave will be set forth in the Company's applicable leave policies, which may change from time to time, and are accessible on Teamdot and Uber Hub.

Effect of Employment Separation

To the extent allowed by applicable law, to be eligible to earn VIC, a eligible Participant must be employed, meaning the employee must be employed and not have given or received notice of termination of his/her employment, through the end of a quarter, and their VIC payout at the time of separation will be calculated based on Quota Attainment for the full quarter immediately prior to separation. So, for example, if a Participant's employment terminates before the end of Q1, they are not entitled to any VIC for Q1, but if their employment terminates during Q2, they may earn VIC for Q1 based on Q1 Quota Attainment.

VIC payments will be processed and paid out with the employee's final payment or as soon as calculable in accordance with this Plan and applicable law.

In Canada, the term "employed" as described in this Plan means actively engaged in the duties and obligations of employment and does not include any notice period under statute, common law, in equity or otherwise, subject to applicable employment standards legislation in the province of employment.

Similarly, the words "terminates" or "termination" means the last day in which the Participant is employed as defined herein. For greater certainty, except as provided above, any payments made under this Plan or that would have been made but for the termination, shall not be included in any alleged damages for wrongful dismissal at common law nor in any damages for a lost opportunity to earn the incentive during any alleged common law notice period, but subject to the requirements of applicable employment standards legislation.

Incentive Compensation Rates

VIC are gross amounts, from which all applicable income and withholdings shall be deducted and any other amounts required by law or authorized by the employee to be withheld or deducted from such payment. VIC may be treated by the governing tax authorities as different from base pay and taxed at different rates as required by law.

Employment at Will

U.S. Participants are employed by the Company on an at-will basis, which means that employment may be terminated and other terms and conditions may be modified at any time, with or without cause and with or without notice by either the Participant or the Company. Nothing in this Plan is intended to modify the at-will nature of the employment relationship.

Eligibility and participation in the Plan in no way implies or reflects any guarantee of employment since the Company operates on an employment-at-will basis. Participation in this Plan does not confer any right to continue in the Company's employ or limit the right of the Company to terminate the Participant at any time, with or without cause or notice.

Incentive Plan Changes

The Company reserves the right to prospectively change territories, incentive criteria, metrics, quotas, VIC Target amounts, payout multipliers, attainment percentages or rates, and other terms at its sole discretion. Any changes to territories, incentive criteria, metrics, quotas, VIC Target amounts, payout multipliers, attainment percentages or rates shall be communicated to Participant in writing in advance.

Severability/Entire Agreement/Modifications

In the event that any provision of this Plan is found unenforceable, the unenforceable provision shall be deemed deleted and the validity and enforceability of the remaining provisions shall not be affected thereby.

This Plan, along with the signed Participation Agreement below and the Individual Plan Participant Details and Acknowledgement Form separately provided to Participant, and all current and future appendices to this Plan are intended to be the entire agreement with respect to Incentive Compensation between the parties.

Any exception or change to this Plan and ancillary Plan documents referenced herein must be approved in writing by the Chair of the Sales Governance Committee.

This Plan is not enforceable unless and until the Company receives the Participation Agreement and Individual Plan Participant Details and Acknowledgement Forms signed by the Employee.

Participation Agreement

I, CH James IV, acknowledge receipt of a signed copy of this **Uber for Business 2022 Enterprise Account Executive Sales Incentive Plan** and Appendix A, along with the Individual Plan Participant Details and Acknowledgement Form separately provided to me, and I agree to participate in the Plan under all of the terms and conditions as set forth.

ACKNOWLEDGED AND ACCEPTED:

Signed:

DocuSigned by:
CH James IV
43D1927EE0EE499...

Charles Howell James IV

June 23, 2022

Date

Josh Butler

Josh Butler

Senior Director, RGM Head of US and Canada

Appendix A - Gross Bookings Quota Attainment Payout Multipliers %

U4B - Enterprise Account Executive													
Gross Bookings Quota		Gross Bookings Quota		Gross Bookings Quota		Gross Bookings Quota		Gross Bookings Quota		Gross Bookings Quota		Gross Bookings Quota	
% Attainment	Payout Multiplier %	% Attainment	Payout Multiplier %	% Attainment	Payout Multiplier %	% Attainment	Payout Multiplier %	% Attainment	Payout Multiplier %	% Attainment	Payout Multiplier %	% Attainment	Payout Multiplier %
1.00%	0.00%	51.00%	51.00%	101.00%	101.50%	151.00%	176.50%	201.00%	250.50%	251.00%	275.50%	301.00%	300.25%
2.00%	0.00%	52.00%	52.00%	102.00%	103.00%	152.00%	178.00%	202.00%	251.00%	252.00%	276.00%	302.00%	300.50%
3.00%	0.00%	53.00%	53.00%	103.00%	104.50%	153.00%	179.50%	203.00%	251.50%	253.00%	276.50%	303.00%	300.75%
4.00%	0.00%	54.00%	54.00%	104.00%	106.00%	154.00%	181.00%	204.00%	252.00%	254.00%	277.00%	304.00%	301.00%
5.00%	0.00%	55.00%	55.00%	105.00%	107.50%	155.00%	182.50%	205.00%	252.50%	255.00%	277.50%	305.00%	301.25%
6.00%	0.00%	56.00%	56.00%	106.00%	109.00%	156.00%	184.00%	206.00%	253.00%	256.00%	278.00%	306.00%	301.50%
7.00%	0.00%	57.00%	57.00%	107.00%	110.50%	157.00%	185.50%	207.00%	253.50%	257.00%	278.50%	307.00%	301.75%
8.00%	0.00%	58.00%	58.00%	108.00%	112.00%	158.00%	187.00%	208.00%	254.00%	258.00%	279.00%	308.00%	302.00%
9.00%	0.00%	59.00%	59.00%	109.00%	113.50%	159.00%	188.50%	209.00%	254.50%	259.00%	279.50%	309.00%	302.25%
10.00%	0.00%	60.00%	60.00%	110.00%	115.00%	160.00%	190.00%	210.00%	255.00%	260.00%	280.00%	310.00%	302.50%
11.00%	0.00%	61.00%	61.00%	111.00%	116.50%	161.00%	191.50%	211.00%	255.50%	261.00%	280.50%	311.00%	302.75%
12.00%	0.00%	62.00%	62.00%	112.00%	118.00%	162.00%	193.00%	212.00%	256.00%	262.00%	281.00%	312.00%	303.00%
13.00%	0.00%	63.00%	63.00%	113.00%	119.50%	163.00%	194.50%	213.00%	256.50%	263.00%	281.50%	313.00%	303.25%
14.00%	0.00%	64.00%	64.00%	114.00%	121.00%	164.00%	196.00%	214.00%	257.00%	264.00%	282.00%	314.00%	303.50%
15.00%	0.00%	65.00%	65.00%	115.00%	122.50%	165.00%	197.50%	215.00%	257.50%	265.00%	282.50%	315.00%	303.75%
16.00%	0.00%	66.00%	66.00%	116.00%	124.00%	166.00%	199.00%	216.00%	258.00%	266.00%	283.00%	316.00%	304.00%
17.00%	0.00%	67.00%	67.00%	117.00%	125.50%	167.00%	200.50%	217.00%	258.50%	267.00%	283.50%	317.00%	304.25%
18.00%	0.00%	68.00%	68.00%	118.00%	127.00%	168.00%	202.00%	218.00%	259.00%	268.00%	284.00%	318.00%	304.50%
19.00%	0.00%	69.00%	69.00%	119.00%	128.50%	169.00%	203.50%	219.00%	259.50%	269.00%	284.50%	319.00%	304.75%
20.00%	0.00%	70.00%	70.00%	120.00%	130.00%	170.00%	205.00%	220.00%	260.00%	270.00%	285.00%	320.00%	305.00%
21.00%	0.00%	71.00%	71.00%	121.00%	131.50%	171.00%	206.50%	221.00%	260.50%	271.00%	285.50%	321.00%	305.25%
22.00%	0.00%	72.00%	72.00%	122.00%	133.00%	172.00%	208.00%	222.00%	261.00%	272.00%	286.00%	322.00%	305.50%
23.00%	0.00%	73.00%	73.00%	123.00%	134.50%	173.00%	209.50%	223.00%	261.50%	273.00%	286.50%	323.00%	305.75%
24.00%	0.00%	74.00%	74.00%	124.00%	136.00%	174.00%	211.00%	224.00%	262.00%	274.00%	287.00%	324.00%	306.00%

25.00%	0.00%	75.00%	75.00%	125.00%	137.50%	175.00%	212.50%	225.00%	262.50%	275.00%	287.50%	325.00%	306.25%
26.00%	0.00%	76.00%	76.00%	126.00%	139.00%	176.00%	214.00%	226.00%	263.00%	276.00%	288.00%	326.00%	306.50%
27.00%	0.00%	77.00%	77.00%	127.00%	140.50%	177.00%	215.50%	227.00%	263.50%	277.00%	288.50%	327.00%	306.75%
28.00%	0.00%	78.00%	78.00%	128.00%	142.00%	178.00%	217.00%	228.00%	264.00%	278.00%	289.00%	328.00%	307.00%
29.00%	0.00%	79.00%	79.00%	129.00%	143.50%	179.00%	218.50%	229.00%	264.50%	279.00%	289.50%	329.00%	307.25%
30.00%	0.00%	80.00%	80.00%	130.00%	145.00%	180.00%	220.00%	230.00%	265.00%	280.00%	290.00%	330.00%	307.50%
31.00%	0.00%	81.00%	81.00%	131.00%	146.50%	181.00%	221.50%	231.00%	265.50%	281.00%	290.50%	331.00%	307.75%
32.00%	0.00%	82.00%	82.00%	132.00%	148.00%	182.00%	223.00%	232.00%	266.00%	282.00%	291.00%	332.00%	308.00%
33.00%	0.00%	83.00%	83.00%	133.00%	149.50%	183.00%	224.50%	233.00%	266.50%	283.00%	291.50%	333.00%	308.25%
34.00%	0.00%	84.00%	84.00%	134.00%	151.00%	184.00%	226.00%	234.00%	267.00%	284.00%	292.00%	334.00%	308.50%
35.00%	0.00%	85.00%	85.00%	135.00%	152.50%	185.00%	227.50%	235.00%	267.50%	285.00%	292.50%	335.00%	308.75%
36.00%	0.00%	86.00%	86.00%	136.00%	154.00%	186.00%	229.00%	236.00%	268.00%	286.00%	293.00%	336.00%	309.00%
37.00%	0.00%	87.00%	87.00%	137.00%	155.50%	187.00%	230.50%	237.00%	268.50%	287.00%	293.50%	337.00%	309.25%
38.00%	0.00%	88.00%	88.00%	138.00%	157.00%	188.00%	232.00%	238.00%	269.00%	288.00%	294.00%	338.00%	309.50%
39.00%	0.00%	89.00%	89.00%	139.00%	158.50%	189.00%	233.50%	239.00%	269.50%	289.00%	294.50%	339.00%	309.75%
40.00%	0.00%	90.00%	90.00%	140.00%	160.00%	190.00%	235.00%	240.00%	270.00%	290.00%	295.00%	340.00%	310.00%
41.00%	0.00%	91.00%	91.00%	141.00%	161.50%	191.00%	236.50%	241.00%	270.50%	291.00%	295.50%	341.00%	310.25%
42.00%	0.00%	92.00%	92.00%	142.00%	163.00%	192.00%	238.00%	242.00%	271.00%	292.00%	296.00%	342.00%	310.50%
43.00%	0.00%	93.00%	93.00%	143.00%	164.50%	193.00%	239.50%	243.00%	271.50%	293.00%	296.50%	343.00%	310.75%
44.00%	0.00%	94.00%	94.00%	144.00%	166.00%	194.00%	241.00%	244.00%	272.00%	294.00%	297.00%	344.00%	311.00%
45.00%	0.00%	95.00%	95.00%	145.00%	167.50%	195.00%	242.50%	245.00%	272.50%	295.00%	297.50%	345.00%	311.25%
46.00%	0.00%	96.00%	96.00%	146.00%	169.00%	196.00%	244.00%	246.00%	273.00%	296.00%	298.00%	346.00%	311.50%
47.00%	0.00%	97.00%	97.00%	147.00%	170.50%	197.00%	245.50%	247.00%	273.50%	297.00%	298.50%	347.00%	311.75%
48.00%	0.00%	98.00%	98.00%	148.00%	172.00%	198.00%	247.00%	248.00%	274.00%	298.00%	299.00%	348.00%	312.00%
49.00%	0.00%	99.00%	99.00%	149.00%	173.50%	199.00%	248.50%	249.00%	274.50%	299.00%	299.50%	349.00%	312.25%
50.00%	50.00%	100.00%	100.00%	150.00%	175.00%	200.00%	250.00%	250.00%	275.00%	300.00%	300.00%	350.00%	312.50%

