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*Attorneys for Plaintiff
and the aggrieved employees*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

UNLIMITED JURISDICTION

CHARLES JAMES, on behalf of himself
and other aggrieved employees,

Plaintiffs,

v.

UBER TECHNOLOGIES, INC. and
DOES 1 through 10, inclusive,

Defendants.

Case No. **23CV032350**

**PRIVATE ATTORNEYS GENERAL ACT
COMPLAINT FOR VIOLATION OF
LABOR CODE SECTIONS 232, 232.5, AND
2751**

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8. Plaintiff is informed and believes and thereon alleges that at all times herein mentioned Defendant and each of the DOE defendants are Plaintiff's and aggrieved employees' employer(s), and/or agents, servants, employees, partners, joint venturers, alter egos, aiders and abettors, and/or co-conspirators of one or more of their co-defendants, and, in committing the acts alleged herein, were or are acting within the course and scope of said agency, employment, partnership, joint venture, and/or conspiracy, or were or are aiding and abetting their co-defendants. Plaintiff is informed and believes and thereon alleges Defendants and each of the DOE defendants are legally responsible for all the unlawful conduct, policies, practices, acts, and omissions as described in this Complaint.

JURISDICTION AND VENUE

9. This court has jurisdiction over this action pursuant to Code of Civil Procedure section 410.10. This action seeks relief exceeding the minimal jurisdiction limits of the Superior Court of California. The penalties and other monetary relief will be established according to proof at trial.

10. Venue is proper in Alameda County under Code of Civil Procedure sections 393, subdivision (a), and 395.5. Plaintiff worked remotely from his place of residence in Alameda County, Uber employs some of the aggrieved employees in Alameda County, and Uber committed some of the Labor Code violations for which Plaintiff seeks penalties in Alameda County. Accordingly, Uber’s “liability” (§ 395.5), and “some part of the cause” (§ 393), arose in Alameda County. (*See Crestwood Behavioral Health, Inc. v. Sup.Ct. (Fragoza)* (2021) 60 Cal.App.5th 1069, 1075-77.)

PROCEDURAL POSTURE

11. Plaintiff provided Defendant Uber written notice of the factual and legal bases for the Labor Code violations alleged in this Complaint by certified mail on February 22, 2023. *See Exhibit A.* Plaintiff incorporates the contents of Exhibit A by reference.

12. Plaintiff further provided online notice to the Labor & Workforce Development Agency (“LWDA”) of the factual and legal bases for the Labor Code violations alleged in this Complaint by certified mail also on February 22, 2023. The LWDA assigned case number

1 LWDA-CM-937694-23.

2 13. On March 27, 2023, Defendant filed and served a timely cure notice with the
3 LWDA claiming that it had implemented protocols to cure any alleged curable violations of
4 Labor Code § 2751.

5 14. On April 10, 2023, Plaintiff filed and served a cure dispute with the LWDA
6 alleging that Defendant had not cured any of the alleged violations. At the DLSE's request,
7 Defendant provided a response to the cure dispute on April 18, 2023, to which Plaintiff
8 provided a further response on April 21, 2023. On April 27, 2023, the LWDA determined that
9 Defendant had failed to cure the alleged violations of Section 2751.

10 15. Other than making the statutory determination of the cure dispute concerning
11 Section 2751, the LWDA did not provide notice of its intention to investigate any of Defendant
12 Uber's alleged violations within the requisite periods.

13 16. Plaintiff is informed and believes and alleges that the Labor Code violations are
14 in fact not cured and remain ongoing.

15 **FIRST CAUSE OF ACTION**

16 **Civil Penalties Under PAGA for Violations of Labor Code Section 2751**

17 **(On behalf of Aggrieved Employees and the State of California, Against All Defendants)**

18 17. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

19 18. Labor Code section 2751 provides that whenever an employer enters into a
20 contract of employment with an employee for services to be rendered within California, and the
21 contemplated method of payment of the employee involves commissions, "the contract shall be
22 in writing and shall set forth the method by which the commissions shall be computed and
23 paid." (Lab. Code, § 2751, subd. (a).) The purpose of this requirement is to protect employees
24 whose compensation includes commissions who otherwise would be vulnerable to employer
25 manipulations and obfuscations regarding their compensation. (*See Lett v. Paymentech, Inc.*
26 (N.D. Cal. 1999) 81 F.Supp.2d 992, 994.)

27 19. Uber has compensated Plaintiff, in part, with commissions. Uber has
28 compensated and continues to compensate other aggrieved employees, in part, with

1 commissions.

2 20. The written compensation plan that Uber has provided the aggrieved employees
3 explains that the commissions depend on assigned quotas and territories that will be separately
4 communicated to the employee in “Individual Plan Participant Details and Acknowledgement
5 Forms.” The written compensation plan provides that the Individual Plan Participant Details
6 and Acknowledgement Forms comprise part of the written agreement between the parties with
7 respect to incentive compensation.

8 21. Uber failed to provide aggrieved employees the Individual Plan Participant
9 Details and Acknowledgement Forms. Uber communicated employee’s assigned quotas and
10 territories to aggrieved employees orally, if at all.

11 22. By failing to provide the Individual Plan Participant Details to the aggrieved
12 employees, Uber has failed to provide the aggrieved employees complete commission contracts
13 that set forth the method for computing and paying the commissions.

14 23. By failing to provide the Individual Plan Participant Details to the aggrieved
15 employees, Uber has failed to provide the aggrieved employees complete commission contracts
16 in writing. The commission contracts that Uber provided were partial and incomplete.

17 24. Uber has also systematically violated section 2751, subdivision (b). Labor Code
18 section 2751, subdivision (b), provides that an employer who pays its employees at least in part
19 by commission “shall give a signed copy of the contract to every employee who is a party
20 therefore and shall obtain a signed receipt for the contract from each employee.” (Lab. Code,
21 § 2751, subd. (b).)

22 25. Uber has never provided aggrieved employees with a signed copy of the
23 Individual Plan Participant Details and Acknowledgement Forms.

24 26. Uber has also never obtained signed receipts of the Individual Plan Participant
25 Details and Acknowledgement Forms from aggrieved employees.

26 27. Uber has violated section 2751, subdivision (b), by failing to provide signed
27 copies of the Individual Plan Participant Details and Acknowledgement Forms to the aggrieved
28 employees.

1 28. Uber has violated section 2751, subdivision (b), by failing to obtain signed
2 receipts of the Individual Plan Participant Details and Acknowledgement Forms from the
3 aggrieved employees.

4 29. By virtue of these violations, Uber has incurred liability for the civil penalties set
5 forth in Labor Code section 2699, subdivision (f)(2), as well as attorneys' fees and costs.

6 **SECOND CAUSE OF ACTION**

7 **Civil Penalties Under PAGA for Violations of Labor Code Section 232**

8 **(On behalf of Aggrieved Employees and the State of California, Against All Defendants)**

9 30. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

10 31. Labor Code section 232 prohibits employers like Uber from requiring as a
11 condition of employment that prospective employees refrain from disclosing the amount of his
12 or her wages.

13 32. Despite this prohibition, Uber required Plaintiff as well as other aggrieved
14 employees to execute confidentiality agreements as a condition of employment that mandates
15 that they not disclose any confidential information. This agreement ostensibly includes the 2022
16 commission plan that is marked as "privileged and confidential," binding Plaintiff and the other
17 aggrieved employees to confidentiality agreements that preclude them from disclosing their
18 wages and working conditions.

19 33. By virtue of these violations, Uber has incurred liability for the civil penalties set
20 forth in Labor Code section 2699, subdivision (f)(2), as well as attorneys' fees and costs.

21 **THIRD CAUSE OF ACTION**

22 **Civil Penalties Under PAGA for Violations of Labor Code Section 232.5**

23 **(On behalf of Aggrieved Employees and the State of California, Against All Defendants)**

24 34. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

25 35. Labor Code section 232.5 prohibits employers like Uber from requiring as a
26 condition of employment that prospective employees refrain from disclosing the employer's
27 working conditions.

28 36. Despite this prohibition, Uber required Plaintiff as well as other aggrieved

1 employees to execute confidentiality agreements as a condition of employment that mandates
2 that they not disclose any confidential information. This agreement ostensibly includes the 2022
3 commission plan that is marked as “privileged and confidential,” binding Plaintiff and the other
4 aggrieved employees to confidentiality agreements that preclude them from disclosing their
5 wages and working conditions.

6 37. By virtue of these violations, Uber has incurred liability for the civil penalties set
7 forth in Labor Code section 2699, subdivision (f)(2), as well as attorneys’ fees and costs.

8 **FOURTH CAUSE OF ACTION**

9 **Civil Penalties Under PAGA for Violations of Labor Code Sections 201 and 204**

10 **(On behalf of Aggrieved Employees and the State of California, Against All Defendants)**

11 38. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

12 39. Labor Code section 201 requires that an employer immediately pay all wages
13 earned upon discharge. Labor Code section 204 requires that employers promptly pay their
14 employees the wages that are earned.

15 40. Uber has consistently followed a policy of refusing to pay discharged employees
16 commissions that were reasonably calculable before the day of discharge. Uber’s basis for this
17 forfeiture of commissions has been the fact that a condition precedent to paying commissions
18 under Uber’s incentive compensation plans is that the participant continue his or her
19 employment through the end of the quarter for which the commissions are paid.

20 41. Uber’s condition that a commission is only earned on the satisfaction of all
21 criteria as defined in the plan documents, including continuing employment, violates California
22 law with respect to Mr. James and other aggrieved employees who were discharged
23 involuntarily prior to the end of the quarter and whose commissions were forfeited.

24 42. By virtue of its violation of Labor Code section 201, Uber has incurred liability
25 for the civil penalties set forth in Labor Code section 2699, subdivision (f)(2), as well as
26 attorneys’ fees and costs.

27 43. By virtue of its violation of Labor Code section 204, Uber has incurred liability
28 for the civil penalties set forth in Labor Code section 210, subdivision (a), as well as attorneys’

1 fees and costs under Labor Code section 2699.

2 **FIFTH CAUSE OF ACTION**

3 **Civil Penalties Under PAGA for Violations of Labor Code Section 432.5**

4 **(On behalf of Aggrieved Employees and the State of California, Against All Defendants)**

5 44. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

6 45. Labor Code section 432.5 prohibits Uber from requiring any employee or
7 applicant for employment to agree, in writing, to any term or condition which is known by Uber
8 to be prohibited by law.

9 46. Uber knowingly required employees to agree in writing to terms and conditions
10 of employment relating to purportedly confidential and proprietary information that it knew to
11 be prohibited by law. Specifically, it knew that it could not require an employee to agree to
12 keep wage and working condition information confidential.

13 47. By virtue of these violations, Uber has incurred liability for the civil penalties set
14 forth in Labor Code section 2699, subdivision (f)(2), as well as attorneys' fees and costs.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff prays for the following relief against Defendants, jointly and
17 severally as follows:

- 18 a. For an award of civil penalties pursuant to PAGA in an amount according to proof,
19 with 75% of the penalties to be remitted to the LWDA and 25% of the penalties to
20 be remitted to Plaintiff and the aggrieved employees;
- 21 b. For an award of attorneys' fees as provided by California Labor Code § 2699(g),
22 Code of Civil Procedure § 1021.5, and all other applicable statutes and law;
- 23 c. For all costs of suit as provided by the Labor Code, Code of Civil Procedure, and
24 all other applicable law; and
- 25 d. For any other relief the Court deems just and proper.
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DATED: May 2, 2023

VALERIAN LAW, P.C.

By: 
Xinying Valerian
Attorneys for Plaintiff

Exhibit A

VALERIAN LAW, PC

1530 Solano Avenue
Albany, CA 94707
www.valerian.law

Dan Gildor
(510) 567-4633 Direct
dan@valerian.law

February 22, 2023

VIA ONLINE FILING

Labor and Workforce Development Agency
Department of Industrial Relations

Re: Labor Code Violations Committed by Uber Technologies, Inc.

Dear Labor and Workforce Development Agency:

I write pursuant to California Labor Code section 2699.3 to notify you of the Labor Code violations committed by Uber Technologies, Inc. (“Uber”) against my client Charles James and all other Uber employees paid at least in part by commission, defined under Labor Code section 204.1 as compensation paid to any person for services rendered in the sale of such employer’s property or services and based proportionately upon the amount or value thereof.

Uber is a Delaware Corporation with its principal place of business in San Francisco, California that provides a ridesharing and food delivery platform. Uber for Business (“U4B”) is a division of Uber that sells contracts to businesses to provide ridesharing and food delivery to their employees and customers. U4B has four distinct segments: small and medium size businesses (< 1,000 employees), Mid-Market (1,000 – 5,000 employees), Enterprise (>5,000 employees), and Strategic (targeted accounts with the potential to spend more than \$10 million annually).

Mr. James is a California resident who worked for Uber as a Senior Mid-Market Account Executive in California from October 2020 to December 2022 in U4B division. His primary duties were to identify and close new sales opportunities that would result in increased Uber usage by businesses. As compensation for his work, Uber paid Mr. James a base salary plus a commission. The plans in effect during Mr. James’ tenure include the UBER for Business Sales Incentive Plan effective July 1, 2019, and the UBER for Business Sales Incentive Plan effective January 1, 2022. These plans are enclosed with this letter as samples.

There are approximately 100 other account executives within U4B that were all subject to the same commission plans who have experienced the same Labor Code violations as Mr. James.

I am informed and believe that there are other divisions within Uber beyond U4B where employees are paid at least in part by commissions as defined in Labor Code section 204.1. Such employees are readily identified through Uber’s records and systems relating to sales compensation.

Labor Code Violations

A. Labor Code section 2751

Labor Code section 2751, subdivision (a), provides that:

[w]henver an employer enters into a contract of employment with an employee for services to be rendered within this state and the contemplated method of payment of the employee involves commissions, the contract shall be in writing and shall set forth the method by which the commissions shall be computed and paid.

The purpose of this requirement is to protect employees whose compensation includes commissions who otherwise would be vulnerable to employer manipulations and obfuscations regarding their compensation. See *Lett v. Paymentech, Inc.*, 81 F.Supp.2d 992, 994 (N.D. Cal. 1999).

Subdivision (b) of section 2751 provides: “The employer shall give a signed copy of the contract to every employee who is a party thereto and shall obtain a signed receipt for the contract from each employee.”

Uber, however, has systematically failed—and continues to systematically fail—to comply with these requirements.

To wit, the relevant incentive plan agreements state that the amount of the variable incentive compensation (“VIC”) that a participant can earn if the participant fully achieves his or her assigned quotas “shall be communicated to a Participant in a separate Individual Plan Participant Details and Acknowledgement Forms, along with his/her assigned territories and quotas.” However, Uber failed to provide the Individual Plan Participant Details to the aggrieved employees before, during, or after seeking employee signatures on the general incentive plan terms. By their own terms, the incentive plan agreements are incomplete without these Individual Plan Participant Details. Uber therefore failed to provide and obtain commission contracts setting forth the method of computing commissions in violation of section 2751(a).

Moreover, Uber failed to provide and collect signed “acknowledgment forms” from the aggrieved employees. This violates section 2751(b).

These individual plan participant details and acknowledgment forms are material components of the incentive plans that had to be disclosed to the aggrieved employees before they rendered their service to Uber. Accordingly, it was impossible for Mr. James and the other aggrieved employees to determine, at time of signing the incentive plan agreements, how their commissions were to be computed and paid absent such details. Uber, therefore, has violated Labor Code section 2751.

B. Labor Code sections 232 and 232.5

Labor Code sections 232 and 232.5 prohibit employers from requiring as a condition of employment that employees refrain from disclosing the amount of his or her wages as well as the employer's working conditions. (Lab. Code, § 232, subd. (a); 232.5, subd. (a).)

Despite this prohibition, Uber required Mr. James as well as the other aggrieved employees to execute a confidentiality agreement as a condition of employment that mandates that they not disclose any confidential information. (See Offer Letter at p. 3 [“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.”].) This agreement ostensibly includes the 2022 commission plan that is marked as “privileged and confidential.” Uber, therefore, has violated Labor Code sections 232 and 232.5 by binding Mr. James and the other aggrieved employees to confidentiality agreements that precluded Mr. James and the other aggrieved employees from disclosing their wages and working conditions.

C. Labor Code sections 201 and 204

Labor Code section 201 requires that an employer immediately pay all wages earned upon discharge. Labor Code section 204 requires that employers promptly pay their employees the wages that are earned.

Despite these requirements, Uber refused to pay Mr. James the commissions that he had earned in the fourth quarter prior to his discharge. Uber's basis for this refusal was the fact that one of the conditions precedent to paying commissions under Uber's plans is that the participant continue his or her employment through the end of the quarter for which the commissions are paid.

Commissions in California, however, are earned when they can be reasonably calculated. (DLSE Opinion Letter 2002.12.09-2 (Dec. 9, 2002).) Uber's condition that a commission is only earned on the satisfaction of all criteria as defined in the plan documents, including continuing employment,¹ violates California law. In this connection, there is nothing about continuing employment that is reasonably necessary for calculating the commission; nor is there anything set forth in the plans that precludes the commissions from being reasonably calculated if the employee is discharged before the end of the quarter. Uber therefore has violated section 201 and 204 by requiring Mr. James and other aggrieved employees to forfeit the commissions in the quarter in which they quit or were terminated.

¹ See, e.g., the 2019 Plan at p. 2, and 2022 Plan at p. 2.

D. Labor Code section 432.5

Labor Code section 432.5 prohibits Uber from requiring any employee or applicant for employment to agree, in writing, to any term or condition which is known by Uber to be prohibited by law.

In the present case, Uber knowingly required employees to agree in writing to terms and conditions of employment relating to purportedly confidential and proprietary information that Uber knew or should have known it could not; specifically, the confidentiality regarding wages and working conditions in violation of Labor Code section 432.5.

Conclusion

Uber has violated the Labor Code. The LWDA, therefore, should investigate Uber's practices. Mr. James intends to recover civil penalties for all of the violations above should you decline to investigate.

As a result of the past, present, and ongoing violations alleged herein, Mr. James provides this notice to the LWDA and Uber pursuant to Labor Code section 2699.3. Mr. James intends to recover civil penalties and attorneys' fees for all violations of the Labor Code alleged herein within a year before the date of this notice.

Very truly yours,



Dan L. Gildor

Service List

Via Certified Mail:

Uber Technologies, Inc.
c/o CT Corporation System
28 Liberty Street
New York, NY 10005

Enclosures

**UBER for Business Sales Incentive Plan
Account Executive: Mid-Market
Effective July 1, 2019**

This **Uber for Business 2019 Mid-Market Account Executive Sales Incentive Plan** (the "Plan"), including any and all amendments and appendices now or in the future, represents the commitment of Uber Technologies, Inc ("Company") to reward eligible Participants (defined below) for achieving and exceeding assigned quotas.

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, 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.

ELIGIBILITY

Only U4B Employees who are Account Executives (Mid-Market) 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 temporary or contingent workers.

In order to earn any Incentive Compensation (defined below) under this Plan, an employee must comply with all terms and conditions outlined in this Plan and with general employment practices and policies of the Company, with the Company Handbook, and with all laws, statutes and ordinances. Payouts under this Plan are only 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 July 1, 2019, 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 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 Base Pay and Variable Incentive Compensation both of which are defined below.

- **Base Pay:** Base Pay 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). Base Pay represents compensation to Participants (as it does all employees) for any and all of their time spent and services performed within the scope of their employment, including breaks, whether or not such time and services result in any sales and/or recognizable and actual revenue for the Company.
- **Variable Incentive Compensation:** Variable Incentive Compensation ("VIC" or "Incentive Compensation") is the variable compensation that 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 achieve their assigned quotas ("VIC Target") shall be communicated to a Participant in 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.

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 Participants' semi-annual quotas will be assigned and will impact quarterly VIC payments.

New Account Period: Six (6) months following the date an account is designated "Closed" in U4B internal databases.

Territory and Quota

A territory may be a specific geography, a set of named prospective customers, 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 two sets of quotas with different weights towards calculations of their VIC as determined by their manager and approved by the Sales Governance Committee at the beginning of each Quota Measurement Period. The two quotas are:

- **Gross Bookings Quota** means the total amount of bookings that Participant is expected to generate through accounts associated with Participant on the Uber for Business Platform during the New Account Period. A Participant's achievement towards meeting his/her Gross Bookings Quota determines 70% of Participant's VIC.
- **New Logo Acquisition Quota** means the total amount of new customers that are part of the Participant's assigned territories (or other new customers approved by the Governance Committee) and that Participant is expected to sign-on to the U4B Platform and transition to an Account Manager or On-boarding Specialist, as tracked by their "Closed" status in U4B internal databases. A Participant's achievement towards meeting his/her New Logo Acquisition Quota determines 30% of the Participant's VIC, but only if 50% or more of the New Logo Acquisition Quota is met.

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

The amount of a Participant's semi-annual and quarterly VIC payments depend on their attainment towards their quotas:

- **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 Gross Bookings 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 Gross Bookings 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 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).

Calculation and Payout of Incentive Compensation

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 or New Logo Acquisitions 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 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 2019 Mid-Market Account Executive Sales Incentive Plan Rate Table at **Appendix A** [Gross Bookings Quota Attainment Payout Multipliers].
- Step Two: Multiply 70% of Quarterly VIC Target with the respective Gross Bookings Quota Attainment payout multiplier.
- Step Three: Identify Participant's New Logo Acquisition Quota Attainment and determine the associated payout multiplier according to the U4B 2019 Mid-Market Account Executive Sales Incentive Plan Rate Table at **Appendix B** [New Logo Quota Attainment Payout Multipliers].
- Step Four: Multiply 30% of Quarterly VIC Target with the respective New Logo Quota Attainment payout multiplier.

- Step Five: Add sums from Steps 2 and 4.
- Step Six:
 - For Q1 & Q3 payouts, the payouts for achieving quarterly quotas is the lesser of: the sum arrived as part of Step 5 or 100% of the VIC Quarterly Target. In other words, Q1 and Q3 payouts are capped at the VIC Quarterly Target.
 - For Q2 & Q4 payouts, the payouts for achieving semi-annual quotas is not capped but they take into account any VIC payments for the prior quarter within the same Quota Measurement Period. In other words, the sum arrived as part of Step 5 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 QB Quota	\$300k
Qtrly QB Attainment %	110%
Qtrly QB Multiplier	115%
Qtrly New Logo Quota	10
Qtrly New Logo Attainment %	90%
Qtrly New Logo Multiplier	80%

	Metric Weight	Payout Multiplier	Total Multiplier
Gross Bookings	70%	115%	80.5%
New Logos	30%	90%	27.0%
		Max of Actual Multiplier or 100%	107.5% → 100%

	Qtrly Variable	Payout Multiplier	Final Payout
Qtrly Payout	10,000	100%	\$10,000

Q2/Q4: Payout

Total Annual Variable	\$40K
Semi Annual Variable	\$20K
Qtrly Variable	\$10K
Semi-Annual QB Quota	\$1,500k
Semi-Annual QB Attainment %	107.5%
Semi-Annual QB Multiplier	107.5%
Semi-Annual New Logo Quota	20
Semi-Annual New Logo Attainment %	110%
Semi-Annual New Logo Multiplier	110%

	Metric Weight	Payout Multiplier	Total Multiplier
Gross Bookings	70%	107.5%	75.25%
New Logos	30%	110%	33.00%
			108.25%

	Semi-Annual Variable	Payout Multiplier	Semi Annual Payout
Semi-Annual Payout	20,000	108.25%	\$21,650
Q1 / Q3 Payout			\$10,000
Q2 / Q4 Payout			\$11,650

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.

Split Credits

The Sales Governance Committee, in its sole discretion, will consider whether to split credit amongst Participants for Gross Bookings associated with accounts that are sold globally and that require regional engagement.

Repayment of Amounts Owed to the Company

In the event any VIC amounts are overpaid to Participant at Company's error, Participant agrees to pay those amounts to Company immediately upon demand. In addition, Participant authorizes Company to deduct such amounts owed from any payment of any kind otherwise due to Participant including, but not limited to, incentives, other wages, and expense reimbursements, in accordance with applicable law.

Corrections

If Participant believes there has been an error in the calculation or payment of any incentive Compensation, or in the event of any dispute regarding incentives, Participant must notify the Company immediately and by the end of the following Quota Measurement Period. The Company will investigate all complaints and take appropriate corrective action where warranted. The Company, in its sole discretion, will make any corrections to Gross Billings Quota Attainment, New Logo Acquisition Quota Attainment, and/or Incentive Compensation calculations as it deems necessary.

Governing Law

The validity, interpretation and performance of this Plan shall be construed and interpreted according to the laws of the state in which Employee was last employed by Company that govern the employment relationship between Participant and the Company.

Effect of Employment Separation

To be eligible to earn VIC, a Participant must be employed 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 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.

Incentive Compensation Rates

Incentive Compensation 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. Incentive Compensation 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 and Incentive Plan Changes

U.S. Participants are employed by the Company on an at-will basis, which means that employment and other terms and conditions may be terminated 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.

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.

Arbitration

Legal disputes arising out of or related to the Plan or any payments under the Plan shall be subject to final and binding arbitration in accordance with any existing agreement to arbitrate legal disputes to which Participant and the Company are both parties, and any such agreement to arbitrate is incorporated herein by reference as though fully set forth. If Participant and the Company are not parties to an existing agreement to arbitrate legal disputes, then disputes arising out of or relating to the Plan or any payments under the Plan shall be resolved in a court of competent jurisdiction.

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 my signed Participation Agreement below and the Individual Plan Participant Details and Acknowledgement Form separately provided me, 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 2019 Mid-Market Account Executive Sales Incentive Plan** and Appendices A and B, 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
D3CEFA89835F450...
Charles James

DocuSigned by:
Rick Bastian
60CCA4F965244F5...
Rick Bastian
Assoc Manager, U4B SMB (Sales Plan)

September 30, 2020
Date

September 30, 2020
Date

Appendix A - Gross Bookings Quota Attainment Payout Multipliers %

U4B - Mid-Market Account Executive											
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 %
1.00%	0.00%	51.00%	51.00%	101.00%	101.50%	151.00%	176.50%	201.00%	250.50%	301.00%	300.25%
2.00%	0.00%	52.00%	52.00%	102.00%	103.00%	152.00%	178.00%	202.00%	251.00%	302.00%	300.50%
3.00%	0.00%	53.00%	53.00%	103.00%	104.50%	153.00%	179.50%	203.00%	251.50%	303.00%	300.75%
4.00%	0.00%	54.00%	54.00%	104.00%	106.00%	154.00%	181.00%	204.00%	252.00%	304.00%	301.00%
5.00%	0.00%	55.00%	55.00%	105.00%	107.50%	155.00%	182.50%	205.00%	252.50%	305.00%	301.25%
6.00%	0.00%	56.00%	56.00%	106.00%	109.00%	156.00%	184.00%	206.00%	253.00%	306.00%	301.50%
7.00%	0.00%	57.00%	57.00%	107.00%	110.50%	157.00%	185.50%	207.00%	253.50%	307.00%	301.75%
8.00%	0.00%	58.00%	58.00%	108.00%	112.00%	158.00%	187.00%	208.00%	254.00%	308.00%	302.00%
9.00%	0.00%	59.00%	59.00%	109.00%	113.50%	159.00%	188.50%	209.00%	254.50%	309.00%	302.25%
10.00%	0.00%	60.00%	60.00%	110.00%	115.00%	160.00%	190.00%	210.00%	255.00%	310.00%	302.50%
11.00%	0.00%	61.00%	61.00%	111.00%	116.50%	161.00%	191.50%	211.00%	255.50%	311.00%	302.75%
12.00%	0.00%	62.00%	62.00%	112.00%	118.00%	162.00%	193.00%	212.00%	256.00%	312.00%	303.00%
13.00%	0.00%	63.00%	63.00%	113.00%	119.50%	163.00%	194.50%	213.00%	256.50%	313.00%	303.25%
14.00%	0.00%	64.00%	64.00%	114.00%	121.00%	164.00%	196.00%	214.00%	257.00%	314.00%	303.50%
15.00%	0.00%	65.00%	65.00%	115.00%	122.50%	165.00%	197.50%	215.00%	257.50%	315.00%	303.75%
16.00%	0.00%	66.00%	66.00%	116.00%	124.00%	166.00%	199.00%	216.00%	258.00%	316.00%	304.00%
17.00%	0.00%	67.00%	67.00%	117.00%	125.50%	167.00%	200.50%	217.00%	258.50%	317.00%	304.25%
18.00%	0.00%	68.00%	68.00%	118.00%	127.00%	168.00%	202.00%	218.00%	259.00%	318.00%	304.50%
19.00%	0.00%	69.00%	69.00%	119.00%	128.50%	169.00%	203.50%	219.00%	259.50%	319.00%	304.75%
20.00%	0.00%	70.00%	70.00%	120.00%	130.00%	170.00%	205.00%	220.00%	260.00%	320.00%	305.00%
21.00%	0.00%	71.00%	71.00%	121.00%	131.50%	171.00%	206.50%	221.00%	260.50%	321.00%	305.25%
22.00%	0.00%	72.00%	72.00%	122.00%	133.00%	172.00%	208.00%	222.00%	261.00%	322.00%	305.50%
23.00%	0.00%	73.00%	73.00%	123.00%	134.50%	173.00%	209.50%	223.00%	261.50%	323.00%	305.75%
24.00%	0.00%	74.00%	74.00%	124.00%	136.00%	174.00%	211.00%	224.00%	262.00%	324.00%	306.00%
25.00%	0.00%	75.00%	75.00%	125.00%	137.50%	175.00%	212.50%	225.00%	262.50%	325.00%	306.25%
26.00%	0.00%	76.00%	76.00%	126.00%	139.00%	176.00%	214.00%	226.00%	263.00%	326.00%	306.50%
27.00%	0.00%	77.00%	77.00%	127.00%	140.50%	177.00%	215.50%	227.00%	263.50%	327.00%	306.75%
28.00%	0.00%	78.00%	78.00%	128.00%	142.00%	178.00%	217.00%	228.00%	264.00%	328.00%	307.00%
29.00%	0.00%	79.00%	79.00%	129.00%	143.50%	179.00%	218.50%	229.00%	264.50%	329.00%	307.25%
30.00%	0.00%	80.00%	80.00%	130.00%	145.00%	180.00%	220.00%	230.00%	265.00%	330.00%	307.50%
31.00%	0.00%	81.00%	81.00%	131.00%	146.50%	181.00%	221.50%	231.00%	265.50%	331.00%	307.75%
32.00%	0.00%	82.00%	82.00%	132.00%	148.00%	182.00%	223.00%	232.00%	266.00%	332.00%	308.00%
33.00%	0.00%	83.00%	83.00%	133.00%	149.50%	183.00%	224.50%	233.00%	266.50%	333.00%	308.25%
34.00%	0.00%	84.00%	84.00%	134.00%	151.00%	184.00%	226.00%	234.00%	267.00%	334.00%	308.50%
35.00%	0.00%	85.00%	85.00%	135.00%	152.50%	185.00%	227.50%	235.00%	267.50%	335.00%	308.75%
36.00%	0.00%	86.00%	86.00%	136.00%	154.00%	186.00%	229.00%	236.00%	268.00%	336.00%	309.00%
37.00%	0.00%	87.00%	87.00%	137.00%	155.50%	187.00%	230.50%	237.00%	268.50%	337.00%	309.25%
38.00%	0.00%	88.00%	88.00%	138.00%	157.00%	188.00%	232.00%	238.00%	269.00%	338.00%	309.50%
39.00%	0.00%	89.00%	89.00%	139.00%	158.50%	189.00%	233.50%	239.00%	269.50%	339.00%	309.75%
40.00%	0.00%	90.00%	90.00%	140.00%	160.00%	190.00%	235.00%	240.00%	270.00%	340.00%	310.00%
41.00%	0.00%	91.00%	91.00%	141.00%	161.50%	191.00%	236.50%	241.00%	270.50%	341.00%	310.25%

42.00 %	0.00 %	92.00 %	92.00 %	142.00 %	163.0 0%	192.00 %	238.0 0%	242.00 %	271.0 0%	292.00 %	296.0 0%	342.00 %	310.5 0%
43.00 %	0.00 %	93.00 %	93.00 %	143.00 %	164.5 0%	193.00 %	239.5 0%	243.00 %	271.5 0%	293.00 %	296.5 0%	343.00 %	310.7 5%
44.00 %	0.00 %	94.00 %	94.00 %	144.00 %	166.0 0%	194.00 %	241.0 0%	244.00 %	272.0 0%	294.00 %	297.0 0%	344.00 %	311.0 0%
45.00 %	0.00 %	95.00 %	95.00 %	145.00 %	167.5 0%	195.00 %	242.5 0%	245.00 %	272.5 0%	295.00 %	297.5 0%	345.00 %	311.2 5%
46.00 %	0.00 %	96.00 %	96.00 %	146.00 %	169.0 0%	196.00 %	244.0 0%	246.00 %	273.0 0%	296.00 %	298.0 0%	346.00 %	311.5 0%
47.00 %	0.00 %	97.00 %	97.00 %	147.00 %	170.5 0%	197.00 %	245.5 0%	247.00 %	273.5 0%	297.00 %	298.5 0%	347.00 %	311.7 5%
48.00 %	0.00 %	98.00 %	98.00 %	148.00 %	172.0 0%	198.00 %	247.0 0%	248.00 %	274.0 0%	298.00 %	299.0 0%	348.00 %	312.0 0%
49.00 %	0.00 %	99.00 %	99.00 %	149.00 %	173.5 0%	199.00 %	248.5 0%	249.00 %	274.5 0%	299.00 %	299.5 0%	349.00 %	312.2 5%
50.00 %	50.00 %	100.00 %	100.0 0%	150.00 %	175.0 0%	200.00 %	250.0 0%	250.00 %	275.0 0%	300.00 %	300.0 0%	350.00 %	312.5 0%

Appendix B - New Logo Quota Attainment Payout Multipliers

U4B - AE							
New Logo Quota		New Logo Quota		New Logo Quota		New Logo Quota	
% Attainment	Payout Multiplier %	% Attainment	Payout Multiplier %	% Attainment	Payout Multiplier %	% Attainment	Payout Multiplier %C
1%	0%	51%	51%	101%	101%	151%	151%
2%	0%	52%	52%	102%	102%	152%	152%
3%	0%	53%	53%	103%	103%	153%	153%
4%	0%	54%	54%	104%	104%	154%	154%
5%	0%	55%	55%	105%	105%	155%	155%
6%	0%	56%	56%	106%	106%	156%	156%
7%	0%	57%	57%	107%	107%	157%	157%
8%	0%	58%	58%	108%	108%	158%	158%
9%	0%	59%	59%	109%	109%	159%	159%
10%	0%	60%	60%	110%	110%	160%	160%
11%	0%	61%	61%	111%	111%	161%	161%
12%	0%	62%	62%	112%	112%	162%	162%
13%	0%	63%	63%	113%	113%	163%	163%
14%	0%	64%	64%	114%	114%	164%	164%
15%	0%	65%	65%	115%	115%	165%	165%
16%	0%	66%	66%	116%	116%	166%	166%
17%	0%	67%	67%	117%	117%	167%	167%
18%	0%	68%	68%	118%	118%	168%	168%
19%	0%	69%	69%	119%	119%	169%	169%
20%	0%	70%	70%	120%	120%	170%	170%
21%	0%	71%	71%	121%	121%	171%	171%
22%	0%	72%	72%	122%	122%	172%	172%
23%	0%	73%	73%	123%	123%	173%	173%
24%	0%	74%	74%	124%	124%	174%	174%
25%	0%	75%	75%	125%	125%	175%	175%
26%	0%	76%	76%	126%	126%	176%	176%
27%	0%	77%	77%	127%	127%	177%	177%
28%	0%	78%	78%	128%	128%	178%	178%
29%	0%	79%	79%	129%	129%	179%	179%
30%	0%	80%	80%	130%	130%	180%	180%
31%	0%	81%	81%	131%	131%	181%	181%
32%	0%	82%	82%	132%	132%	182%	182%
33%	0%	83%	83%	133%	133%	183%	183%
34%	0%	84%	84%	134%	134%	184%	184%
35%	0%	85%	85%	135%	135%	185%	185%
36%	0%	86%	86%	136%	136%	186%	186%
37%	0%	87%	87%	137%	137%	187%	187%
38%	0%	88%	88%	138%	138%	188%	188%
39%	0%	89%	89%	139%	139%	189%	189%
40%	0%	90%	90%	140%	140%	190%	190%
41%	0%	91%	91%	141%	141%	191%	191%
42%	0%	92%	92%	142%	142%	192%	192%
43%	0%	93%	93%	143%	143%	193%	193%
44%	0%	94%	94%	144%	144%	194%	194%
45%	0%	95%	95%	145%	145%	195%	195%
46%	0%	96%	96%	146%	146%	196%	196%
47%	0%	97%	97%	147%	147%	197%	197%

48%	0%	98%	98%	148%	148%	198%	198%
49%	0%	99%	99%	149%	149%	199%	199%
50%	50%	100%	100%	150%	150%	200%	200%

**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% ($\$500,000 \text{ actual Q1 bookings} \div \$500,000 \text{ quarterly goal}$);
 - Attainment for Q2 is 90% ($\$900,000 \text{ actual Q1+Q2 bookings} \div \$1,000,000 \text{ semi-annual quota}$);
 - Attainment for Q3 is 120% ($\$600,000 \text{ actual Q3 bookings} \div \$500,000 \text{ quarterly goal}$); and
 - Attainment for Q4 is 90% ($\$900,000 \text{ actual Q3+Q4 bookings} \div \$1,000,000 \text{ semi-annual quota}$).

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.

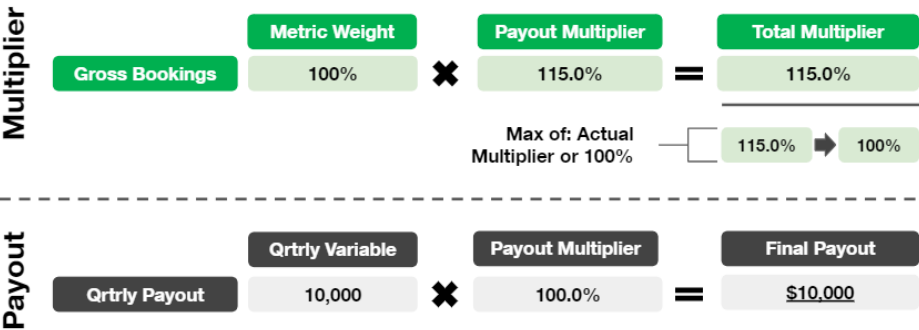
VIC Calculation: VIC will be paid on a quarterly basis and trued-up at the end the semi-annual Quota Measurement Period. VIC calculations during the middle of a Quota Measurement Period (at the end of Q1 or Q3) will be capped to the monthly VIC Target; however, VIC in excess of quota can only be earned 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:

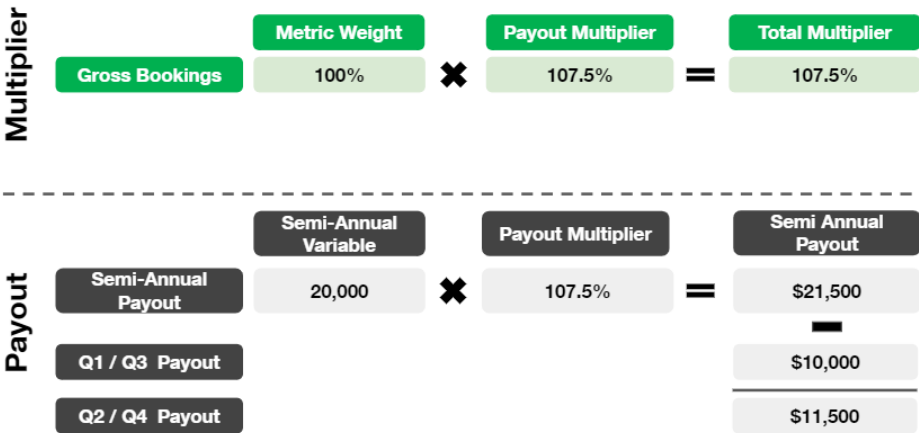
Q1/Q3: Payout

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%



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

DocuSigned by:



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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