

PROPRIETARY RIGHTS AGREEMENT - CONTINGENT WORKERS

For a limited period of time, I have contracted for and/or been assigned to perform certain services for [INSERT LOCAL CONTRACTING ENTITY] ("Uber" or the "Company"). This Agreement is intended to formalize in writing certain understandings which apply to my performance of services (the "Assignment"). I acknowledge that nothing in this Agreement makes me an employee of Uber or is intended to suggest any employment relationship between me and the Company.

I understand that during the course of the Assignment, I will have access to critical confidential information belonging to the Company, as described more fully below, and that, regardless of any other agreement I may have with a staffing agency or any other person or entity, I understand that I would not be permitted to perform any services for the Company without agreeing to be bound by this Agreement. In consideration of the foregoing and the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I acknowledge and agree as follows:

1. Continued Obligation

I understand and agree that the terms and conditions of this Agreement are effective upon the start of the Assignment, and do not expire, even upon termination and/or completion of the Assignment.

2. Non-Disclosure of Confidential Information

I agree and acknowledge that during the Assignment, I may receive and have access to confidential, proprietary and/or trade secret information concerning the Company and/or its affiliates, including but not limited to the following: (a) software products, programs, applications, and processes utilized by the Company; (b) scientific or technical information, inventions, designs, processes, procedures, formulas, improvements, technologies or methods; (c) concepts, reports, data, know-how, works-in progress, development tools, specifications, computer software, source code, object code, flow charts and/or databases; (d) the name and/or address of customers or vendors of the Company or information concerning the transactions or relations of customers or vendors of the Company with the Company; (e) information concerning products, services, technologies, or procedures employed by the Company but not generally known to its customers or vendors or competitors, or under development by or being tested by the Company but not at the time offered generally to customers or vendors; (f) information relating to the Company's computer software, computer systems, pricing or marketing methods, sales margins, cost of goods, cost of material, capital structure, operating results, borrowing arrangements or business plans; (g) information identified as confidential, proprietary or trade secrets in any line of business engaged in by the Company; (h) information that, to your knowledge, the Company ordinarily maintains as confidential, proprietary or considers to be a trade secret; (i) business plans, budgets, advertising, marketing plans, personnel matters relating to the Company's employees (j) information contained in the Company's written or oral procedures or manuals; (k) information belonging to customers, vendors or other persons or entities which the Company, to your actual knowledge, has agreed to hold in confidence; and/or

(l) written, graphic, electronic data and other material containing any of the foregoing (collectively the "Confidential Information"). During the Assignment and after the completion or conclusion of the Assignment, I shall not, without written consent of the Company, publish or use or disclose to anyone other than authorized Company personnel any Confidential Information. I agree to abide by the Company policies and regulations for the protection of its Confidential Information and I understand and agree that the unauthorized disclosure or misuse of such confidential, proprietary or trade secret information could irreparably damage the Company and/or third parties dealing with the Company.

3. No Solicitation

I agree that the Company has invested substantial time, effort and expense in compiling its confidential, trade secret information and in assembling its present staff of personnel. In order to protect the confidentiality of the Company's proprietary trade secret information and in exchange for the consideration I have received I agree that, after the Assignment ends, I shall not do the following:

1. Solicit or attempt to solicit the sale or distribution of products or services similar to those offered by the Company or related products or services that would replace those offered by the Company, for myself or on behalf of any other company, to any client or prospective client of the Company with the use of Confidential Information of the Company. For purposes of this Agreement, the term "prospective client" is defined as any individual or entity who was solicited, directly or indirectly, by me or an employee of the Company with my knowledge or assistance to do business with the Company, within the twelve (12) month period preceding the end of the Assignment;
2. Solicit any Company employee to apply for employment with another employer or otherwise leave his/her position with or terminate his/her employment with the Company, or otherwise induce any such employee of the Company to breach that contract in order to accept employment with another employer or otherwise leave his/her position with or terminate his/her employment with, or services for, the Company for a period of six months following the end of the Assignment; or
3. aid, assist or counsel any other person, firm or corporation to do any of the above.

4. Invention Disclosure

I hereby agree to promptly disclose to the Company any and all inventions that I develop during the term of the Assignment. I will also disclose to the Company all inventions made, conceived, reduced to practice, or developed by me within six months of the end of the Assignment that resulted from the services I provided to the Company during the Assignment.

Such disclosures shall be received by the Company in confidence and do not extend the assignment of inventions disclosed beyond that required by law.

5. Assignment of Inventions

I hereby assign and grant to the Company or its designee, my entire right, title and interest in and to all inventions, works of authorship, developments, concepts, discoveries, ideas, trademarks and trade secrets, whether or not patentable or registrable under copyright or similar laws ("Inventions") which I may solely or jointly develop, conceive or reduce to practice, during the period of the Assignment, except as provided below. I agree that all such Inventions are the sole property of the Company. I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of the Assignment. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times. I further agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, trademarks, and trade secret rights or other intellectual property rights in connection with any such Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, trademark and other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement. I understand that any inventions, discoveries or ideas that I have created or possessed prior to the Assignment are specified in Appendix A attached to this Agreement and will not be considered to be the property of the Company.

6. Return of Company Property

All correspondence, memoranda, notes, records, databases, reports, plans, documents, equipment, digitally-stored information or other property received or made by me in connection with the Assignment, shall be the exclusive property of Uber and must not be removed from Company premises, except as required in the course of the Assignment. I agree to return promptly and deliver all copies thereof to the Company on the completion of the Assignment or upon request.

7. Injunctive Relief

The Company and I fully understand that a breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to the other party for which there will be no adequate remedy at law. Accordingly, the Company and I further agree that in addition to any and all remedies available at law or equity (including money damages) that may

be pursued by either party, both parties shall be entitled to preliminary injunctive relief without the necessity of proving actual damages and that the Company and/or I shall be entitled to seek such equitable relief in any forum, including a court of law. The Company and/or I may pursue any of the remedies described herein concurrently or consecutively in any order as to any such breach or violation, and the pursuit of one of such remedies at any time will not be deemed an election of remedies or waiver of the right to pursue any of the other such remedies.

8. Notices

Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (1) by personal delivery when delivered personally; (2) by overnight courier upon written verification of receipt; (3) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (4) by certified or registered mail, return receipt requested, upon verification of receipt. Notices to me shall be sent to the last known address I may specify in writing in any applicable contract or agreement, or in my employer's records if I am an employee of a staffing agency. Notices to the Company shall be sent to Uber Technologies, Inc., 1455 Market Street, 4th Floor, San Francisco, CA 94103, or to such other address as the Company may specify in writing.

9. No Violation of Prior Trade Secret or Non-Competition Agreements

I represent that the performance of all the terms of this Agreement will not conflict with, and will not breach, any other invention assignment agreement, confidentiality agreement, employment agreement or non-competition agreement to which I am or have been a party. To the extent that I have confidential information or materials of any employer or former employer of mine, I acknowledge that the Company has directed me to not disclose such confidential information or materials to the Company or any of its employees, and that the Company prohibits me from using said confidential information or materials in any services that I may perform for the Company. I agree that I will not bring with me to the Company, and will not use or disclose any confidential, proprietary information, or trade secrets acquired by me prior to the Assignment. I will not disclose to the Company or any of its employees, or induce the Company or any of its employees to use, any confidential or proprietary information or material belonging to any employers or previous employers or others, nor will I bring to the Company or use in connection with my services for the Company copies of any software, computer files, or any other copyrighted or trademarked materials except those owned by or licensed to the Company. I am not a party to any other agreement that will interfere with my full compliance with this Agreement. I further agree not to enter into any agreement, whether written or oral, in conflict with the provisions of this Agreement.

10. Survival

To the extent herein provided, this Agreement (1) shall survive the Assignment with the Company; (2) does not in any way restrict my right or the right of the Company to end my Assignment at any time, for any reason or for no reason; (3) inures to the benefits of successors and assigns of the Company; and (4) is binding upon my heirs and legal representatives.

11. Governing Law

This Agreement shall be governed in all respects by the laws of the country (and by the laws of the state within that country, as applicable), wherein I primarily perform services for the Company, as such laws are applied to agreements entered into and to be performed primarily within, without regard to any conflict of laws principles.

12. Severability

Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

13. Waiver

The waiver by the Company of a breach of any provision of this Agreement by me shall not operate or be construed as a waiver of any other or subsequent breach by me.

14. Modification

This Agreement may be amended only by an agreement in writing signed by the parties hereto.

15. Interpretation

This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against either party.

16. Voluntary Agreement

I acknowledge and agree that I have reviewed all aspects of this Agreement, have carefully read and fully understand all the provisions of this Agreement, and am voluntarily entering into this Agreement. I represent and agree that I have had the opportunity to review any and all aspects of this Agreement with the legal, tax or other advisor(s) of my choosing before executing this Agreement.

17. Entire Agreement

This Agreement represents my entire understanding with the Company with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral. This Agreement may be amended or modified only with the written consent of both me and the Company. No oral waiver, amendment or modification shall be effective under any circumstances whatsoever.

I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

Printed Name:

GIYAN PRAKASH

Signature:

Gyan Prakash

Date Signed:

02/23/2021

Beeline ID:

UBRW000100380
