



Uber Technologies, Inc.

1455 Market Street, 4th Floor
San Francisco, CA 94103

August 21, 2017

Jason Seto

OFFER OF EMPLOYMENT

Dear Jason,

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 Risk Strategy Analyst II. 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 Risk Strategy Analyst II or in such other position as the Company subsequently may assign to you. You will report to the Company's Manager, Return and Appeasement, Peggy Peng, or to such other person as the Company subsequently may determine. You will begin your Employment working out of the Company's office in Palo Alto, 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 a senior leader of your organization, 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. Notwithstanding the foregoing, you may serve on corporate, civic or charitable boards or committees, deliver lectures, fulfill speaking engagements, teach at educational institutions, or manage personal investments without such advance written consent, provided that such activities do not individually or in the aggregate interfere with the performance of your duties under this Agreement. 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 September 25, 2017. 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 \$145,000. 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. **Performance Bonus.** As an Uber employee, you will be eligible to participate in Uber's annual performance bonus program, with your first bonus award (if any) prorated based on your Start Date at Uber. Uber has a pay for performance culture and we compensate our top performers accordingly. Uber is a dynamic place and bonus awards under the bonus program may vary year to year based on a number of factors including company performance and manager discretion. For context, last year the target bonus value was \$40,000 for individuals in a comparable role/level and payout multiples were applied to reward high performance. For example, the top 15% of bonus-eligible employees received 3.5x or more of target. Please note that these figures reflect historical values and the bonus program is subject to change year over year. It is unlikely that any given person would receive the exact amounts shown above. Bonus amounts were delivered mostly in equity, vesting over three years. Uber does not guarantee that you will receive a bonus - the lowest 20% of performers should not expect to receive an award, and all awards are at the discretion of the Company. To qualify for a performance bonus, you must remain employed at the Company at the time of payout.
- c. **Restricted Stock Units.** As soon as reasonably practicable after the date you commence full-time Employment, and subject to the approval of the Company's Board of Directors or a duly constituted committee thereof, the Company shall grant you 6,000 restricted stock units ("RSUs") with respect to shares of the Company's Common Stock. The RSUs will be subject to both a time-based and a performance-based vesting condition as well as to other terms and conditions set forth in the Company's 2013 Equity Incentive Plan and in the Company's standard form of RSU Agreement. For further information about the vesting conditions applicable to the RSUs, please see the RSU Vesting Summary (attached hereto as Attachment C).
- d. 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.

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. **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.
- e. **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.
- f. **Timely Acceptance.** This offer will remain open until August 22, 2017. 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 September 25, 2017. This offer must be accepted on or before August 22, 2017. 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").

ACKNOWLEDGED AND AGREED:

EMPLOYEE

Jason Seto
(Print Employee's Name)

(Employee's Signature)

(Date)

Anticipated Start Date: September 25, 2017

UBER TECHNOLOGIES INC

Peggy Peng
Name: Peggy Peng
Title: Manager, Return and Appeasement

Attachment A: Confidential Information and Invention Assignment Agreement

Attachment B: Alternative Dispute Resolution Agreement

Attachment C: RSU Vesting Summary



1455 Market St. San Francisco, CA 94103 US

August 21, 2017

Jason Seto

jason.l.seto@gmail.com

RELOCATION LETTER

Dear Jason,

As per your Employment Agreement dated August 21, 2017, your start date with United States of America - 1001 Uber Technologies, Inc. in Palo Alto, CA is anticipated to be September 25, 2017.

TAX COMPLIANCE

As an Uber employee, you are expected and responsible for complying with any and all applicable tax regulations in any location where you are required to pay taxes. This includes local and state/canton/province taxes.

You are strongly advised to consult with a personal tax advisor to understand the implications of your move.

RELOCATION ASSISTANCE

In order to assist you to move yourself and your household from San Diego to Palo Alto, CA, you will receive a budget not to exceed \$ 3,000 ("Relocation Budget") and the support of a relocation vendor engaged by Uber ("MoveGuides").

MoveGuides will provide you with the following:

- Introduction call with a dedicated relocation coordinator ("Move Advocate") during which they will present the relocation planning platform, explain Uber's mobility guidelines/policy and discuss your relocation needs;
- Relocation planning and coordination service from your dedicated Move Advocate throughout your move;

- Use of web and mobile relocation planning platform to learn about the relocation and settling process, compare vetted vendors, plan your move and track your services and expenses against your pre-approved budget
- Access to MoveGuides' preferred relocation suppliers such as moving companies, pet relocation companies, destination agents, temporary accommodation properties and banks

You will be able to purchase relocation services from relocation suppliers in MoveGuides' network through the online platform. Alternatively, you can choose to contract with your own vendors and submit expenses eligible for reimbursement in accordance with Uber's mobility guidelines. Expenses must be submitted through MoveGuides (not with Uber).

Uber will be invoiced directly for the services you purchase through the platform and the expenses you submit ("Relocation Payments") up to an amount not to exceed the Relocation Budget. Any amount spent above the Relocation Budget will be invoiced to you directly by MoveGuides. If you do not use the Relocation Budget, you will not receive the remaining value of the Relocation Budget in cash. Uber will cover the cost of MoveGuides' service in addition to the Relocation Budget and Relocation Payments will be grossed-up for taxes.

In Process

ACKNOWLEDGED AND AGREED:

EMPLOYEE

Jason Seto

(Print Employee's Name)

(Employee's Signature)

(Date)

Anticipated Start Date: September 25, 2017

YOURS SINCERELY

Peggy Peng

Peggy Peng

Authorized Signatory



In Process

Attachment A
Confidential Information and Invention Assignment
Agreement

(Revised May 2017)

UBER TECHNOLOGIES, INC.

**CONFIDENTIAL INFORMATION AND INVENTION
ASSIGNMENT AGREEMENT**

As a condition of my becoming employed (or my employment being continued) by Uber Technologies, Inc., a Delaware corporation, or any of its current or future subsidiaries, affiliates, successors or assigns (collectively, the “Company”), and in consideration of my employment with the Company, and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. Relationship. This Confidential Information and Invention Assignment Agreement (“Agreement”) will apply to my employment relationship with the Company. If that relationship ends and the Company, within a year thereafter, either re-employs me or engages me as a consultant, I agree that this Agreement will also apply to such later employment or consulting relationship, unless the Company and I otherwise agree in writing. Any such employment or consulting relationship between the Company and me, whether commenced prior to, upon or after the date of this Agreement, is referred to herein as the “Relationship.”

2. Confidential Information.

(a) Protection of Information. I agree, at all times during the term of the Relationship and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company to the extent necessary to perform my obligations to the Company under the Relationship, and not to disclose to any person, firm, corporation or other entity, without written authorization from the Company in each instance, any Confidential Information (as defined below) that I obtain, access or create during the term of the Relationship, whether or not during working hours, until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved. I further agree not to make copies of such Confidential Information except as authorized by the Company.

(b) Confidential Information. I understand that “Confidential Information” means information and physical material not generally known or available outside the Company and information and physical material entrusted to the Company in confidence by third parties. Confidential Information includes, without limitation: (i) Company Inventions (as defined below); (ii) technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, developments, inventions, laboratory notebooks, processes, formulas, techniques, biological materials, mask works, engineering designs and drawings, hardware configuration information, lists of, or information relating to, suppliers and customers (including, but not limited to, customers of the Company on whom I called, learned about, or with whom I became acquainted during the Relationship), price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed to me by the Company either directly or indirectly, whether in writing, electronically, orally, or by observation.

(c) Third Party Information. My agreements in this Section 2 are intended to be

for the benefit of the Company and any third party that has entrusted information or physical material to the Company in confidence.

(d) Trade Secrets Act Notice. Notwithstanding the foregoing obligations, pursuant to 18 U.S.C. § 1833(b), I understand and acknowledge that I shall not be held criminally or civilly liable under any U.S. federal or state trade secret law for the disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b).

(e) Other Rights. This Agreement is intended to supplement, and not to supersede, any rights the Company may have in law or equity with respect to the protection of trade secrets or confidential or proprietary information.

3. Ownership of Inventions.

(a) Inventions Retained and Licensed. I have attached hereto, as **Exhibit A**, a complete list describing with particularity all Inventions (as defined below) that, as of the Effective Date, belong solely to me or belong to me jointly with others, and that relate in any way to any of the Company's proposed businesses, products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there are no such Inventions at the time of signing this Agreement.

(b) Use or Incorporation of Inventions. If in the course of the Relationship, I use or incorporate into a product, process or machine any Invention not covered by Section 3(d) of this Agreement in which I have an interest, I will promptly so inform the Company. Whether or not I give such notice, I hereby irrevocably grant to the Company a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with right to transfer and to sublicense, to practice and exploit such Invention and to make, have made, copy, modify, make derivative works of, use, sell, import, and otherwise distribute under all applicable intellectual property laws without restriction of any kind.

(c) Inventions. I understand that "Inventions" means discoveries, developments, concepts, designs, ideas, know how, improvements, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. I understand this includes, but is not limited to, any new product, machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon. I understand that "Company Inventions" means any and all Inventions that I may solely or jointly author, discover, develop, conceive, or reduce to practice during the period of the Relationship, except as otherwise provided in Section 3(g) below.

(d) Assignment of Company Inventions. I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and agree to assign and do hereby assign to the Company, or its designee, all my

right, title and interest throughout the world in and to any and all Company Inventions. I further acknowledge that all Company Inventions that are made by me (solely or jointly with others) within the scope of and during the period of the Relationship are "works made for hire" (to the greatest extent permitted by applicable law) and are compensated by my salary. To the extent possible under applicable law, and to the extent that I have moral rights in any Company Inventions, I agree to assign and do hereby assign such moral rights to the Company. I hereby waive and irrevocably quitclaim to the Company or its designee any and all claims, of any nature whatsoever, including any moral rights I may have in Company Inventions that are not assignable to the Company, which I now have or may hereafter have for infringement of any and all Company Inventions.

(e) Maintenance of Records. I agree to keep and maintain adequate and current written records of all Company Inventions made by me (solely or jointly with others) during the term of the Relationship. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, or any other format. The records will be available to and remain the sole property of the Company at all times. I agree not to remove such records from the Company's place of business except as expressly permitted by Company policy which may, from time to time, be revised at the sole election of the Company for the purpose of furthering the Company's business. I agree to deliver all such records (including any copies thereof) to the Company at the time of termination of the Relationship as provided for in Sections 4 and 5.

(f) Patent and Copyright Rights. I agree to assist the Company, or its designee, at its expense, in every proper way to secure the Company's, or its designee's, rights in the Company Inventions and any copyrights, patents, trademarks, mask work rights, moral rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company or its designee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which the Company or its designee shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, waive such rights, and in order to assign and convey to the Company or its designee, and any successors, assigns and nominees the sole and exclusive right, title and interest in and to such Company Inventions, and any copyrights, patents, mask work rights or 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 during and at all times after the end of the Relationship and until the expiration of the last such intellectual property right to expire in any country of the world. I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters of patents, copyright, mask work and other registrations related to such Company Inventions. This power of attorney is coupled with an interest and shall not be affected by my subsequent incapacity.

(g) **Exception to Assignments.** I understand that the Company Inventions will not include, and the provisions of this Agreement requiring assignment of inventions to the Company do not apply to, any invention which qualifies fully for exclusion under the provisions of applicable state law, if any, or any invention developed entirely on my own time for which no equipment, supplies, facilities or trade secret information of the Company was used and (i) that does not relate directly or indirectly to the Company's business or to the Company's actual or demonstrably anticipated research or development, and (ii) that does not result from any work performed by me for the Company. For the avoidance of doubt, the applicable law for the state of California includes California Labor Code Section 2870.¹ In order to assist in the determination of which inventions qualify for such exclusion, I will advise the Company promptly in writing, during and after the term of the Relationship, of all Inventions solely or jointly conceived or developed or reduced to practice by me during the period of the Relationship.

4. Company Property; Returning Company Documents. I acknowledge and agree that I have no expectation of privacy with respect to the Company's telecommunications, networking or information processing systems (including, without limitation, files, e-mail messages, and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. I agree that, at the time of termination of the Relationship, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any of the aforementioned items developed by me pursuant to the Relationship or otherwise belonging to the Company, its successors or assigns.

5. Termination Certification. In the event of the termination of the Relationship, I agree to sign and deliver the "Termination Certification" attached hereto as **Exhibit B**; however, my failure to sign and deliver the Termination Certification shall in no way diminish my continuing obligations under this Agreement.

6. Notice to Third Parties. I understand and agree that the Company may, with or without prior notice to me and during or after the term of the Relationship, notify third parties of my agreements and obligations under this Agreement.

7. No Solicitation of Employees, Consultants and Other Parties. I agree that during the term of the Relationship, and for a period of twelve (12) months immediately following the termination of the Relationship for any reason, whether with or without cause, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or

¹ California Labor Code Section 2870 states: "Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either: (1) relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or (2) result from any work performed by the employee for the employer."

consultants to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity. Further, during the Relationship and at any time following the termination of the Relationship for any reason, whether with or without cause, I shall not use any Confidential Information of the Company to negatively influence any of the Company's clients or customers from purchasing Company products or services or to solicit or influence or attempt to influence any client, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.

8. Representations and Covenants.

(a) Facilitation of Agreement. I agree to execute promptly, both during and after the end of the Relationship, any proper oath, and to verify any proper document, required to carry out the terms of this Agreement, upon the Company's written request to do so.

(b) No Conflicts or Use of Non-Company Confidential Information. I represent that my performance of all the terms of this Agreement does not and will not breach any agreement I have entered into, or will enter into, with any third party, including without limitation any agreement to keep in confidence proprietary information or materials acquired by me in confidence or in trust prior to or during the Relationship. I will not disclose to the Company or use in the course of the Relationship any inventions, confidential or non-public proprietary information or material belonging to any previous client, employer or any other party. I will not incorporate or induce the Company to use any inventions, confidential or non-public proprietary information, or material belonging to any previous client, employer or any other party. I acknowledge and agree that I am under no obligations or commitments, contractual or otherwise, that are inconsistent with my obligations under this Agreement. I agree not to enter into any written or oral agreement that conflicts with the provisions of this Agreement.

(c) Voluntary Execution. I certify and acknowledge that I have carefully read all of the provisions of this Agreement, that I understand and have voluntarily accepted such provisions, and that I will fully and faithfully comply with such provisions.

9. General Provisions.

(a) Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the state of in which I was last employed by the Company, without giving effect to the principles of conflict of laws.

(b) Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Company and me relating to its subject matter and merges all prior discussions between us. No amendment to this Agreement will be effective unless in writing signed by both parties to this Agreement. The Company shall not be deemed hereby to have waived any rights or remedies it may have in law or equity, nor to have given any authorizations or waived any of its rights under this Agreement, unless, and only to the extent, it does so by a specific writing signed by a duly authorized officer of the Company, it being understood that, even if I am an officer of the Company, I will not have authority to give any such authorizations or waivers for the Company under this Agreement without specific approval by the Board of

Directors. Any subsequent change or changes in my duties, obligations, rights or compensation will not affect the validity or scope of this Agreement.

(c) Severability. If one or more of the provisions in this Agreement are deemed void or unenforceable to any extent in any context, such provisions shall nevertheless be enforced to the fullest extent allowed by law in that and other contexts, and the validity and force of the remainder of this Agreement shall not be affected.

(d) Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives, and my successors and assigns, and will be for the benefit of the Company, its successors, and its assigns.

(e) Remedies. I acknowledge and agree that violation of this Agreement by me may cause the Company irreparable harm, and therefore agree that the Company will be entitled to seek extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security (or, where such a bond or security is required, I agree that a \$1,000 bond will be adequate), in addition to and without prejudice to any other rights or remedies that the Company may have for a breach of this Agreement. Should there be legal adjudication of this Agreement, I agree that the prevailing party will be entitled to an award of its attorneys' fees and costs.

(f) Advice of Counsel. I acknowledge that, in executing this Agreement, I have had the opportunity to seek the advice of independent legal counsel, and I have read and understood all of the terms and provisions of this Agreement. This Agreement shall not be construed against any party by reason of the drafting or preparation hereof.

The parties have executed this Agreement on the respective dates set forth below, to be effective as of the Effective Date first above written.

EMPLOYEE

Jason Seto

(Print Employee's Name)

(Employee's Signature)

UBER TECHNOLOGIES, INC.

By:

Liane Hornsey

Chief Human Resources Officer

EXHIBIT A

**LIST OF PRIOR INVENTIONS AND ORIGINAL WORKS OF AUTHORSHIP
EXCLUDED UNDER SECTION 3(a)**

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
--------------	-------------	--

In Process

- No inventions, improvements, or original works of authorship
- Inventions, improvements, or original works of authorship listed above
- Additional sheets attached

EMPLOYEE

Jason Seto

(Print Employee's Name)

(Employee's Signature)

(Date)

EXHIBIT B

TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, flowcharts, materials, equipment, other documents or property, or copies or reproductions of any aforementioned items belonging to Uber Technologies, Inc., a Delaware corporation, its subsidiaries, affiliates, successors or assigns (collectively, the "Company").

I further certify that I have complied with all the terms of the Company's Confidential Information and Invention Assignment Agreement (the "Agreement") signed by me, including the reporting of any Inventions (as defined therein), conceived or made by me (solely or jointly with others) covered by that Agreement.

I further agree that, in compliance with the Agreement, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licensees.

I further agree that for twelve (12) months from the date of this Certification, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity. Further, I shall not at any time use any Confidential Information of the Company to negatively influence any of the Company's clients or customers from purchasing Company products or services or to solicit or influence or attempt to influence any client, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.

EMPLOYEE

(Print Employee's Name)

(Employee's Signature)

(Date)



In Process

Attachment B
Alternative Dispute Resolution Agreement

(Revised November 2016)

ALTERNATIVE DISPUTE RESOLUTION AGREEMENT

1. How This Agreement Applies. This Agreement is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. Except as it otherwise provides, this Agreement applies to any past, present or future dispute arising out of or related to your employment with Uber Technologies, Inc. or one of its affiliates, successor, subsidiaries, assigns or parent companies ("Company") or termination of employment and survives after the employment relationship terminates. Except as it otherwise provides, this Agreement is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before a forum other than arbitration. This Agreement requires all such disputes to be resolved only by an arbitrator through final and binding arbitration and not by way of court or jury trial. Except as this Agreement otherwise provides, such disputes include without limitation disputes arising out of or relating to interpretation or application of this Agreement, including the enforceability, revocability or validity of the Agreement or any portion of the Agreement. Nothing contained in this Agreement shall be construed to prevent or excuse you (individually or in concert with others) or the Company from utilizing the Company's existing internal procedures for resolution of complaints, and this Agreement is not intended to be a substitute for the utilization of such procedures.

Except where this Agreement otherwise provides, this Agreement also applies, without limitation, to disputes with any entity or individual arising out of or related to the application for employment, background checks, privacy, the employment relationship or the termination of that relationship (including without limitation post-employment defamation or retaliation), contracts, trade secrets, unfair competition, compensation, breaks and rest periods, classification, minimum wage, seating, expense reimbursement, overtime, discrimination, harassment, retaliation and claims arising under the Fair Credit Reporting Act, Defend Trade Secrets Act, Civil Rights Act of 1964, 42 U.S.C. § 1981, Rehabilitation Act, Civil Rights Acts of 1866 and 1871, the Civil Rights Act of 1991, the Pregnancy Discrimination Act, Equal Pay Act, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by the Company and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), Affordable Care Act, Genetic Information Non-Discrimination Act, Uniformed Services Employment and Reemployment Rights Act, Worker Adjustment and Retraining Notification Act, Older Workers Benefits Protection Act of 1990, Occupational Safety and Health Act, Consolidated Omnibus Budget Reconciliation Act of 1985 and state statutes or regulations, if any, addressing the same or similar subject matters, and all other federal and state legal, statutory and common law claims arising out of or relating to your employment or the termination of employment.

This Agreement does not apply to litigation pending in a state or federal court as of the date of your receipt of this Agreement. This Agreement also does not apply to claims for workers' compensation benefits, state disability insurance or unemployment insurance benefits.

Nothing in this Agreement prevents you from making a report to or filing a claim or charge

with a government agency, including without limitation the Equal Employment Opportunity Commission (www.eeoc.gov), U.S. Department of Labor (www.dol.gov), U.S. Securities and Exchange Commission (www.sec.gov), the Occupational Safety and Health Administration (www.osha.gov), National Labor Relations Board (www.nlrb.gov), or Office of Federal Contract Compliance Programs (www.dol.gov/esa/ofccp). Nothing in this Agreement prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Agreement. This Agreement also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on those claims, even if the claims would otherwise be covered by this Agreement. Nothing in this Agreement prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration. The Company will not retaliate against you for filing a claim with an administrative agency or for exercising rights (individually or in concert with others) under Section 7 of the National Labor Relations Act.

2. How Arbitration Proceedings Are Conducted. Except as otherwise provided in this Agreement, any controversy or claim covered by this Agreement shall be settled by arbitration in accordance with the Employment Arbitration Rules of the American Arbitration Association (“AAA”) then in effect unless otherwise agreed to by the parties. These rules are available at www.adr.org, or you can ask Human Resources for a copy. If for any reason the AAA will not administer the arbitration, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral Arbitrator. The party bringing the claim must demand arbitration in writing and deliver the written demand by hand or first class mail to the other party within the applicable statute of limitations period.

All arbitration hearings shall be conducted in the state where you primarily reside and work and within 50 miles of the Uber office you work(ed) in or report(ed) to or at any other location mutually agreed to. In arbitration, the parties will have the right to conduct adequate civil discovery, bring dispositive motions, and present witnesses and evidence as needed to present their cases and defenses, and any disputes in this regard shall be resolved by the Arbitrator. Each party will pay the fees for his, her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. However, in all cases where required by law, the Company will pay the Arbitrator's and arbitration fees. The Arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the Arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this Agreement. The Arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration. A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such provisional relief.

3. Class Action Waiver. Private attorney general representative actions under the California Labor Code are not arbitrable, not within the scope of this Agreement and may be maintained in a court of law. However, you and the Company agree to bring any dispute in arbitration on an individual basis only, and not on a class or collective basis. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class or collective action, or as a member in any purported class or collective proceeding ("Class Action Waiver"). Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the revocability, validity or enforceability of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class or collective action and (2) there is a final judicial determination that all or part of the Class Action Waiver unenforceable, the class or collective action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

Although you will not be retaliated against, disciplined or threatened with discipline as a result of exercising your rights under Section 7 of the National Labor Relations Act by the filing of or participation in a class or collective action, the Company may lawfully seek enforcement of this Agreement and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class or collective actions or claims.

The Class Action Waiver shall be severable in any case in which the dispute is filed as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

4. Your Right to Opt Out of Arbitration. Arbitration is not a mandatory condition of your employment at the Company, and therefore you may submit a statement notifying the Company that you wish to opt out and not be subject to this Agreement. Your decision to be bound or not bound by this Agreement is entirely voluntary. In order to opt out, you must send an email to employeeoptout@uber.com stating your first and last name and your intention to opt out. In order to be effective, your opt-out notice must be provided within 30 days of your receipt of this Agreement. If you opt out as provided in this paragraph, you will not be subject to any adverse employment action as a consequence of that decision and may pursue available legal remedies without regard to this Agreement. If you do not opt out within 30 days of your receipt of this Agreement, continuing your employment constitutes mutual acceptance of the terms of this Agreement by you and the Company. You have the right to consult with counsel of your choice concerning this Agreement.

5. Enforcement of This Agreement. This Agreement is the full and complete agreement relating to the formal resolution of employment-related disputes. Except as otherwise expressly stated, in the event any portion of this Agreement is deemed unenforceable, the remainder of this Agreement will be enforceable.

AGREED:

EMPLOYEE

Jason Seto

(Print Employee's Name)

(Employee's Signature)

(Date)

AGREED:

UBER TECHNOLOGIES, INC.

By:



Liane Hornsey
Chief Human Resources Officer

In Process



In Process

Attachment C
RSU Vesting Summary

(Revised April 2017)

RSU VESTING SUMMARY

The restricted stock units (“RSUs”) will have a time-based condition and a performance- based condition, both of which must be met in order for the RSUs to vest.

- The time-based condition will be met as follows: 12/48 of the RSUs on the one year anniversary of the “vesting commencement date” (which date is set out in the RSU grant notice and is described below) and 1/48 of the RSUs on each monthly anniversary thereafter, if and to the extent you continue employment through such dates.
 - If your employment start date is on or between the 1st through the 15th day of the month, the vesting commencement date will be the 1st day of the month in which your employment starts.
 - If your employment start date is on or between the 16th through the 31st day of the month, the vesting commencement date will be the 16th day of the month in which your employment starts.
- The performance-based condition will be met on the earlier to occur of: (i) an initial public offering (“IPO”) of Uber Technologies, Inc. common stock or (ii) a liquidation transaction, which includes customary liquidation, dissolution or winding up of the Company transactions (each of clause (i) and (ii), a “Liquidity Event”). However, if a Liquidity Event has not occurred prior to the 10th anniversary of the grant date (the “Expiration Date”), the RSUs will expire and be of no effect regardless of whether you have met the time-based condition.

In practice, the way these conditions will operate is as follows:

- If, and to the extent, some or all of the RSUs have met the time-based condition prior to the occurrence of a Liquidity Event, the RSUs will remain subject to the performance-based condition. In this case, you would be eligible to vest in the RSUs that have met the time-based condition if and when the Liquidity Event occurs, provided the Liquidity Event occurs before the Expiration Date and even if your employment has terminated prior to the Liquidity Event.
- If, and to the extent, some or all of the RSUs have not met the time-based condition as of the occurrence of a Liquidity Event and you remain in employment following the Liquidity Event, the RSUs that have not met the time-based condition as of the occurrence of the Liquidity Event will remain subject to the time-based condition and will vest according to the time-based vesting schedule described above.
- If your employment terminates prior to the occurrence of a Liquidity Event and if, and to the extent, some or all of the RSUs have not met the time-based condition as of the date of such termination, the RSUs that have not met the time-based condition will terminate and be forfeited.

Vested RSUs will be settled and shares will be issued to you as further described in the RSU Agreement that will be provided to you after the Company’s Board of Directors (or a duly constituted committee thereof) approves your RSU grant, and there may be a delay between vesting and settlement, the period of which delay will depend on when the RSUs become vested. The RSUs and any shares acquired pursuant to the RSUs will be subject to customary limitations on transfer, including, but not limited to, a six-month lock-up period following an IPO and a one-year holding period from the date the RSUs meet the time-based condition.



In Process

Data Access Policy

(Revised March 2017)

Confidential

This document is the property of Uber. It contains information that is proprietary, confidential, or otherwise restricted from disclosure. If you are not an authorized recipient, please return this document to the above-named owner. Dissemination, distribution, copying or use of this document in whole or in part by anyone other than the intended recipient is strictly prohibited without prior written permission of Uber.

Objective and Scope

This document explains the DATA ACCESS POLICY (“Policy”) of Uber Technologies, Inc., its subsidiaries, and affiliates (“Uber”).

Uber is committed to appropriately protecting its proprietary and confidential information (“Uber Confidential Information”), including but not limited to the personal information Uber collects from its users (“User Information”). This includes protecting all Uber Confidential Information against unauthorized or inappropriate access by Uber personnel. Appropriately protecting Uber Confidential Information is not only required by applicable laws and Uber’s Privacy Statements, but is critical to earning and keeping our users’ trust.

This Policy defines the circumstances when Uber personnel are permitted to access and use Uber Confidential Information, including User Information, in connection with the performance of their job responsibilities. This Policy should be read in conjunction with the FAQs to this Policy, which provide specific examples of types of access and use of Uber Confidential Information that are permitted or prohibited.

This Policy applies to all Uber employees, temporary workers, and contractors (together, “Personnel”). All Personnel must be knowledgeable about and comply with this Policy.

Details

1. Definitions

Uber Confidential Information includes, but is not limited to, Uber’s financial information, business plans and projections, corporate information, and internal-only information relating to Uber products and services. For purposes of this Policy, Uber Confidential Information also includes (1) User Information, including User Information of any Personnel; and (2) personal information of Personnel collected by Uber in connection with their employment.

User Information includes any information collected from, or maintained about, actual or potential Uber users. This includes, but is not limited to, names, addresses, phone numbers, email addresses, passwords, driver’s license numbers, social security numbers, other identification numbers, photos, background check documents, application documents, financial information, trip history, communications between User and Uber, military status, promotions participation, services use (e.g., UberRush, etc.), activity through partners (via API or otherwise), device IDs, IP addresses, and geolocation coordinates.

2. Permitted Access and Use

Personnel may access and use Uber Confidential Information, including User Information, solely (1) as necessary for legitimate business purposes based on their

roles and responsibilities (a “Legitimate Business Purpose”); or (2) as otherwise stated in this Policy or the FAQs to this Policy. Please see the FAQs to this Policy for specific examples of what constitutes a Legitimate Business Purpose for accessing and using Uber Confidential Information.

If a Legitimate Business Purpose can be accomplished with substantially the same degree of efficiency and with substantially the same results using anonymized or aggregated information instead of User Information, Personnel should use such anonymized or aggregated information instead of accessing and using User Information.

Security and relevant Product teams as appropriate, in consultation with Privacy - Legal, shall establish controls and processes regarding Personnel's access to Uber Confidential Information, including User Information. Personnel are prohibited from accessing Uber Confidential Information, including User Information, other than through such processes.

3. Prohibitions

a. Access and use

Unless for a Legitimate Business Purpose or as otherwise stated in this Policy or the FAQs to this Policy, Personnel are prohibited from accessing and using:

- their own User Information;
- the User Information of a celebrity or public figure;
- the User Information of an acquaintance, friend, relative;
- the User Information of co-worker; or
- the User Information of a driver or another rider with which they have shared a ride.

Please see the FAQs to this Policy for examples of Legitimate Business Purposes for Personnel accessing and using User Information.

b. Disclosure of User Information

Personnel may not share or disclose User Information with third parties without prior approval from Legal - Privacy or pursuant to a process approved by Legal - Privacy.

4. Auditing and Monitoring

- a. All access to Uber Confidential Information and User Information will be logged, audited and regularly monitored.
- b. All use of tools to access Uber Confidential Information and User Information will be logged, audited and regularly monitored.

- c. This Policy will be strictly enforced, and violations will result in disciplinary action up to and including termination. In addition, for violations resulting in damage to Uber or its users (in Uber's sole determination), Uber will use all available legal remedies to impose sanctions for violations of this Policy.
- d. All Personnel are responsible for reporting suspected or known violations of this Policy.
- e. Suspected or known violations of this Policy should be reported immediately to: security-abuse@uber.com .

5. Questions

Questions regarding this Policy and the FAQs to this Policy, including whether a specific access and use of Uber Confidential Information or User Information is permitted under this Policy, can be submitted to datapolicy@uber.com.

6. Policy Owner and Updates

Legal - Privacy is the owner of this Policy.

This Policy was last updated in March 2017.

DATA ACCESS POLICY FAQs

1. May I access my own User Information, i.e., access my own Uber account through Tools?

You may only access your own User Information through Uber's network and tools if necessary for a Legitimate Business Purpose. This may include (1) testing functions and features on one's own account if necessary to perform one's roles and responsibilities, where such testing cannot be performed on a test account; and (2) performing bug-fixes using one's own account if necessary to perform one's roles and responsibilities, where such bug-fixing cannot be performed on a test account.

Personnel are not permitted to access their own User Information for the purpose of resolving an issue with their account. If you have an issue with your account, you should submit your questions or queries via uber.com/help or the Help menu in the apps.

This Policy does not apply to Personnels' access to their own User Information through the Uber app. For example, this Policy does not prohibit you from looking up your own trips through the Uber app.

2. May I access the User Information of a celebrity or public figure?

You may only access the User Information of a celebrity or public figure if necessary for a Legitimate Business Purpose.

Legitimate Business Purposes for accessing the User Information of a celebrity or other public figures may include (1) addressing customer service issues submitted by such person; or (2) as required by law, such as in connection with law enforcement or third-party requests for information.

Accessing the User Information of celebrity or public figure for any reason other than a Legitimate Business Purpose is a violation of this Policy and is subject to disciplinary action up to and including termination. "Accessing" includes searching for the User Information of a celebrity or public figure, even if the celebrity does not have an Uber account. For example, conducting a search to determine whether Beyonce or Steph Curry has an Uber account is a violation of this Policy (regardless whether they actually have an Uber account), unless necessary for a Legitimate Business Purpose.

3. May I access a co-worker's User Information?

(See next question for information on test accounts -- i.e., accounts that aren't in production or that contain only fake or dummy data not belonging to an actual user.)

You may only access a co-worker's User Information if necessary for a Legitimate Business Purpose.

Legitimate Business Purposes for accessing a co-worker's account include performing bug-fixes in connection with an issue experienced by a co-worker, if necessary to perform one's roles and responsibilities. In such circumstance, Personnel accessing a co-worker's account should, to the extent reasonably possible, document the consent of the co-worker to the access and manager approval to the access.

You **may not** access a co-worker's User Information for the purpose of resolving a customer service issue with their account. If they have an issue with their account, they should submit their questions or queries via uber.com/help or the Help menu in the apps.

4. Does this Policy apply to access to test accounts?

No. This Policy does not apply to test accounts -- i.e., accounts that aren't in production or that contain only fake or dummy data not belonging to an actual user.

5. May I access a friend's, relative's or acquaintance's User Information ?

There are generally no Legitimate Business Purposes for accessing a friend's, relative's or acquaintance's User Information.

In particular, you may not access a friend's, relative's or acquaintance's User Information for the purpose of resolving a customer service issue with their account. If they have an issue with their account, they should submit their questions or queries via uber.com/help or the Help menu in the apps.

If you are an engineer addressing an issue relating to an outage or engineering defect, and such issue requires accessing the User Information of a friend, relative or acquaintance, you should open a Phabricator ticket with all relevant details and assign the ticket to someone who does not personally know that individual .

6. What if I accidentally access User Information without a business purpose?

If you accidentally access User Information without a Legitimate Business Purpose, please inform your manager and datapolicy@uber.com .

7. As a recruiter / hiring manager, may I check a candidate's trip history to see how much they use Uber?

No. This is not a Legitimate Business Purpose for accessing a candidate's User Information. This is also not permitted under Uber's Privacy Statements.

8. May I access the User Information of a journalist, researcher, judge, politician, competitor employee, or any other person with interests potentially adverse to Uber?

You may access the User Information of a journalist, researcher, judge, politician, competitor employee, or any other person solely for a Legitimate Business Purpose. This may include accessing their information (1) to determine whether they are using our services in compliance with Uber's terms and conditions, to the extent necessary based on your role and responsibilities; and (2) as required by law, such as in connection with law enforcement or third-party requests for information.

However, it is a serious violation of this Policy to access the User Information of a journalist, researcher, judge, politician, competitor employee, or any other person for the purpose of gathering information about the user or their trips, unless necessary for a Legitimate Business Purpose. For example, Personnel may not access the User information:

- of a journalist covering Uber to determine how frequently they use Uber;
- of a judge handling a case involving Uber to determine whether they use Uber;
- of a politician advancing bills relating to Uber to determine where they have taken trips.

9. Am I permitted under the Policy to share information with law enforcement officials when they request information about users in my city?

No. You should instead direct law enforcement or any third-party requests for information about riders or drivers to LERT@uber.com.

10. The Policy says that Personnel may not share or disclose User Information with third parties without prior approval from Legal - Privacy or pursuant to a process approved by Legal - Privacy. Where can I find information on such processes?

You may contact datapolicy@uber.com for information on such processes.

11. I left an item in my Uber. May I use an internal tool to contact my driver?

No. This is not a Legitimate Business Purpose for accessing driver User Information. You should contact uber.com/help for assistance in this circumstance.

12. Someone I know had a problem with their driver. May I contact the driver to help resolve it?

No. This is not a Legitimate Business Purpose for accessing driver User Information. You should instead tell that person to submit their questions or queries via uber.com/help or the Help menu in the apps.

13. May I contact a driver to provide them with feedback?

No. This is not a Legitimate Business Purpose for accessing driver User Information. You may provide feedback on a trip through the apps.

14. May I look at how a driver rated me?

No. This is not a Legitimate Business Purpose for accessing your User Information.

ACKNOWLEDGEMENT AND AGREEMENT

I acknowledge and agree that I have received, read, and agree to Uber's Data Access Policy.

EMPLOYEE

Jason Seto

(Print Employee's Name)

(Employee's Signature)

(Date)

In Process

EXPORT COMPLIANCE FORM

To enable Uber Technologies, Inc. and its subsidiaries ("Uber") to meet U.S. export control laws, Uber requires that you complete this Export Compliance Form. Information will be used for export control compliance purposes and will be kept separate from your Human Resources personnel file. The information you provide will not be considered by Uber for employment purposes other than for export control compliance purposes.

Name:		
Seto	Jason	
(Last)	(First)	(Middle)
Dept. Name & Manager Name:		
Your Job Title/Responsibility:		
Are you a U.S. citizen? (Select Yes or No)		
Are you a U.S. permanent resident? (Select Yes or No)		
Are you a "Protected Individual" (i.e. political refugee or asylum holder)? (Select Yes or No)		
If you checked "yes" above to any question, please read the export compliance statement below, sign and date the bottom of this form.		
If you checked "no" above to all questions, please complete the rest of this form.		
My country/countries of current citizenship and/or permanent residency appear(s) under the following list(s): (Check all lists that apply below.)		
<input type="checkbox"/> "LIST A" : Cuba, Iran, North Korea, Sudan, or Syria		
<input type="checkbox"/> "LIST B" : Country other than the United States that is not identified in "List A"		

The information that I have provided above is true, accurate and complete. I understand that this information is being collected for purposes of complying with the U.S. export control laws, which apply to Uber products, services and company operations, including online transfers of software and technology.

During my employment with Uber, I agree to comply with the U.S. export control laws, licensing requirements (if applicable), and Uber's export compliance policies and procedures. Export information and assistance are available by contacting exportcompliance@uber.com.

Signature: _____

Jason Seto

Printed Name: _____

Date: _____

Completion of this form is mandatory. Please return this completed form with your signed offer letter. Thank you.

In Process

UBER

HOW AND WHEN WILL I HEAR FROM THE VENDOR?

- Once you have signed your offer, Uber's global mobility team will initiate the relocation vendor
- The relocation vendor typically reach out by email within 48h to offer an introduction call
- If you do not hear from the relocation vendor, please reach out to:

mobility-questions@uber.com

WHAT IS INCLUDED IN MY RELOCATION PACKAGE?

Your package includes the following support:

- Access to an online platform which includes tools and resources to plan your move
- Introduction call with a relocation specialist to understand your needs, your package and the platform
- Access to vendor's hotline (chat, email, phone) to ask questions to a relocation specialist throughout your move
- Pre-approved budget to spend on relocation services offered by suppliers vetted for quality by the relocation provider. Your pre-approved budget may also be used to claim reimbursement for eligible relocation expenses.

WHAT IS CONSIDERED “ELIGIBLE”?

Uber will only reimburse for moving & relocation costs listed below up to your pre-approved budget. Relocation expense reimbursement claims will be reviewed with the expectation that you made every effort to move as efficiently as possible and to minimize the costs incurred.

Authorized Relocation Expenses

Eligible Moving & Relocation Expenses	
• Transportation to new location by the shortest, most direct route for employee and eligible dependents (incl. excess baggage)	• Home disposal assistance and any expenses incurred with selling a home
• Visa fees & other costs associated with obtaining supporting immigration documentation	• Home finding assistance
• Packing, crating, transportation and/or storage of household goods and personal effects	• Home purchase assistance
• Car shipment*	• Utilities connection/installation and disconnection fees
• Domestic Pet Transportation	• Temporary accommodation and Car rental (origin or destination location)
• Tax briefing and filing assistance	• Destination Services (e.g. area tour, home-finding assistance, etc)
• Home-finding trip	• Bank fees incurred when transferring money to new location
• Car and home lease breakage	• Driver license & car registration fees

UBER

- * *Uber does not cover car shipment internationally*
→ Consult the Relocation FAQ (see appendix) for detailed guidelines on authorized expenses

HOW CAN I SUBMIT EXPENSES?

- To submit eligible relocation expenses, please follow instructions listed in the online platform.
- Do NOT submit expenses directly to Uber.

WHAT IS TAXABLE?

Taxability varies by country, move type (assignment, transfer), intent (permanent, temporary), duration/days of presence in country and other elements specific to your personal situation (citizenship, home/residence location, tax residence, etc).

Where the expense is considered taxable, Uber will deduct applicable taxes from your pay check upon receipt of the relocation vendor invoices for services and expenses you used.

Consult with your relocation specialist for information on the treatment of your relocation services and expenses.

UBER

APPENDIX FAQ - EXPENSE REIMBURSEMENT

The relocation vendor will reimburse for moving & relocation costs listed below up to your authorized budget only. As mentioned before, relocation expense reimbursement claims will be reviewed with the expectations that you made every effort to move as efficiently as possible and to minimize the costs incurred.

Eligible Moving & Relocation Expenses	
• Transportation / Final Move	• Tax briefings & filing assistance
• Excess baggage	• Car lease / Home lease breakage
• Household goods shipment	• Home disposal & purchase assistance
• Car shipment	• Temporary accommodation & car rental
• Domestic Pet transportation	• Other moving & relocation expenses

TRANSPORTATION / FINAL MOVE Process

Transportation refers to you and your eligible dependents' final move to the new location. Eligible dependents include spouse, domestic/common-law partner and dependent children.

Uber's support includes:

- Reimbursement of one-way travel expenses to new location in accordance with Uber's Travel Policy, as outlined below:

Travel by air	Travel by car	Other mode of transp.
Airfare coach/economy class for ALL For international flights > 9h of non-stop air time: - you may request approval from your manager to book Economy Plus. - RGM/Director level and up may book Business class	Hotel (if overnight stay is required in transit with a maximum of five (5) days based on 350 miles/600 km per day plus one (1) day at origin)	Cost of transportation to new location by the shortest, most direct route For rail & bus: coach fare only
Transportation to/from airport (go Uber first!)	Gas fees	Transportation to/from airport
En-route meals per Uber's travel policy	En-route meals per Uber's travel policy	En-route meals per Uber's travel policy

UBER

- Can I expense my girlfriend's flight as part of my transportation costs? My friend/sister/mother/brother is flying with me to help me move my things, can I expense their flights?**

No. Eligible dependents include spouse, domestic/common-law partner and dependent children only. Your girlfriend may be recognized as a domestic/common-law partner if you have lived together for more than 6 months.

- I am planning to fly from another city than my home city, can I still expense the flight?**

Yes, but Uber will only reimburse flight costs up to the amount of the flight from your home city. The additional cost (if any) is on you!

- I am planning to fly back and forth a few times, can I expense several flights?**

No. Uber's support only covers the cost of your final move. You may however expense one additional roundtrip flight if the additional trip is intended to secure housing prior to your move as we expect that this will reduce your need for temporary accommodation (see home-finding trip in "other moving & relocation expenses").

EXCESS BAGGAGE

Uber covers the cost of up to 2 additional bags in excess of the standard ticket fare.

HOUSEHOLD GOODS SHIPMENT

Reimbursable costs	
Packing & dismantling of furniture (and unpacking & re-assembling in new location)	Associated fees and custom duties
Loading/unloading	Personal Effects Insurance: damage or loss of regular household goods and personal effects during packaging, shipping, and unpacking
Transportation and/or shipment (including insurances)	Storage of household goods
Non-reimbursable costs	
Items subject to industry and/or government restrictions in either the current or new location	Personal Effects Insurance of Household Goods in the new location

- I am planning to ship a few boxes via mail. Can I get reimbursed?**

Yes. Any professional carrier is accepted and the shipment can be made in several times (within 12 months of your start date).

UBER

- I am planning to buy furniture instead of shipping household goods. Can I get reimbursed for furniture and other appliances?**

No. Uber does not support furniture & appliances costs. This is tough and we understand that it is sometime less expensive to sell and buy than to ship but we have no mean to verify the nature of the furniture being bought and the cost. For this reasons, Uber NEVER reimburses furniture and appliances purchases.

CAR SHIPMENT

Uber will reimburse the cost of transporting the employee's car(s) or motorbike(s) to the new location for intra-country moves only.

DOMESTIC PET TRANSPORTATION

Uber will reimburse the cost of transporting domestic pets, including costs associated with pre-move veterinary documentation, inoculation and any quarantine or boarding costs upon arrival in the new location.

TAX BRIEFING AND FILING ASSISTANCE

Uber will reimburse the costs of professional tax advisor consultations in both the current and new location to help you understand the implications of your move to the new location and your obligations in both locations. Uber will also reimburse the costs of professional tax services including tax registration, application to specific tax regimes and tax filing assistance.

Uber has an agreement with Deloitte for this. It is highly recommended to use them for international moves as the complexity of your tax situation often requires highly specialized advice and a strong understanding of the specifics of Uber plans and payroll & reporting approaches. Contact the mobility team to initiate this support (mobility-questions@uber.com)

CAR LEASE BREAKAGE / HOME LEASE BREAKAGE

In situations where you incur costs due to early termination of your car or home lease, Uber will reimburse the associated costs.

In situations, where:

- 1) you cannot immediately break out of your home housing arrangement (e.g. spouse/partner or family cannot move immediately to the host location) or
- 2) you are required to start your lease in the new location before your lease expires in the home location in order to secure the accommodation, Uber will treat this as a lease breakage cost and reimburse for the lowest of both rents upon proof of payments of both up to your authorized relocation budget only.

- What about gym membership cancellation fee?**

Unfortunately, Uber does not reimburse for gym membership cancellation fee at this time.

- I had vacation/activities planned. Can I get reimbursed for my flights, sky pass, concert tickets which I won't be able to use?**

Unfortunately, Uber does not reimburse for those costs at this time.

UBER

HOME DISPOSAL ASSISTANCE

Uber will reimburse reasonable and customary costs associated with the disposal of your principal residence in your current location (up to your capped budget only). The sale of the home must occur within 12 months of your start date to be eligible for reimbursement.

Customary and reasonable home sale costs for the disposal of your current residence may include:

- Broker's commissions
- Real estate commissions
- Mortgage discharge penalties (maximum 3 months' penalty)
- Legal fees
- Notary fees
- Title examinations
- Insurance and transfer taxes (generally for the buyer's account)
- Other typical and customary home sale expenses in country jurisdiction

HOME PURCHASE ASSISTANCE

The following costs in connection with the purchase of a new home can be expenses against your relocation budget:

- Origination fee not to exceed one percent (1%)
- Transfer tax
- Title insurance
- Recording fee
- Notary fee
- Inspection fees
- Closing agent fees
- Other nonrecurring costs

Mortgage broker fees will not be reimbursed by Uber. To be eligible for closing costs on the new home, the employee must buy the new home within one year from the employee's start date at the new location. The employee must purchase a single family home, townhouse or condominium that will be owner occupied. Exceptions require approval by Global Mobility.

TEMPORARY ACCOMMODATION / CAR RENTAL

Uber will reimburse the costs associated with temporary accommodation and car rental while in temporary accommodation.

Temporary accommodation covers the interim period between when you move out of your "permanent" housing arrangement in the origin location and when you move into your new "permanent" housing in the destination location. Uber will reimburse no longer than 30 days of temporary accommodation and up to your authorized relocation budget only.

- **Can I get reimbursed for my rent in the new location?**

No. Uber only supports costs associated with temporary accommodation. You are encouraged to move to a permanent & stable housing arrangements as soon as possible and make every effort to minimize temporary accommodation costs.

- **Can I expense deposit for my temporary accommodation?**

UBER

No. You are responsible for the deposit on your temporary accommodation as this will be refunded to you when you leave.

- **Can I expense utilities for my temporary accommodation?**

No. Similar to hotels, utilities are typically included in temporary accommodation fees.

OTHER MOVING & RELOCATION EXPENSES

In addition to the above mentioned expenses, Uber will also reimburse the following expenses:

- Home-finding / pre-decision trip (flight, hotel and meals up to 3 days)
 - Bank fees when transferring money between previous & new location
 - Destination services including home-finding assistance, area orientation/tour, settling-in assistance, spousal assistance and language or cultural training
 - Costs associated with obtaining documents necessary to support visa & work permit application(s)
 - Driver license and car registration fees
 - Utilities connection/installation and disconnection fees (does not include utilities cost)
-
- **Can I get reimbursed for gym membership cancellation fee or tickets/passes (e.g. events, vacations) which I had bought and will not be able to attend as a result of my move?**

Unfortunately, Uber does not reimburse for those costs.

- **Can I get reimbursed for visa application fees, transcription fees and other costs associated with obtaining my work or residence permit?**

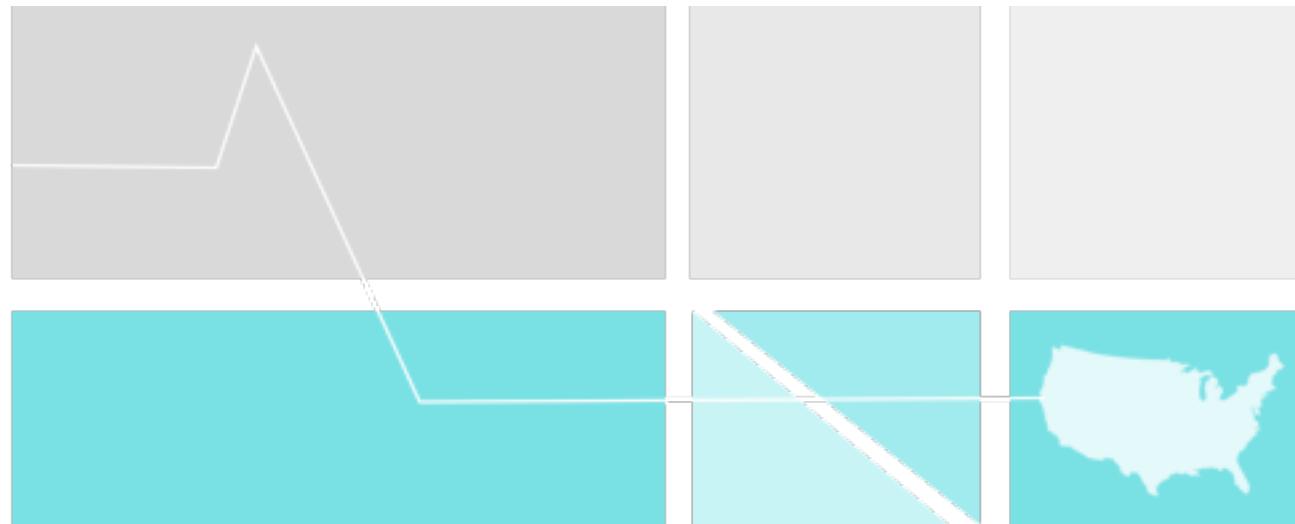
Yes, all costs associated with obtaining the necessary documents to work and reside in the new location are covered. This does not include passport fees.

- **My phone/small appliances do not work in my new location. Can I buy new ones and expense them?**

No. Uber does not support those costs at this time.

MORE QUESTIONS?

Get in touch with your relocation specialist through the platform!



In Process

UBER

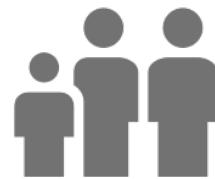
U.S. EMPLOYEE BENEFITS: 2017

UBER

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Eligibility

All US employees working at least 30 hours per week and eligible dependents may participate in the Uber benefit plans starting on your date of hire. You have 30 days to elect as a new employee and will be given the opportunity to change your elections annually. You may also make changes if you experience a [qualifying life event](#) during the year. Qualifying events are effective on the date of event.

ELIGIBLE DEPENDENTS: You may elect to cover your spouse, domestic partner (living together for 6+ months), dependent children, and/or children of your domestic partner. Note: The cost to cover a domestic partner or a child of a domestic partner is withheld post-tax.



Enrolling

All enrollments are completed through our online enrollment system, [Bswift](#). You can access the system through [OneLogin](#) after completing your new hire onboarding. Take advantage of the Ask Emma enrollment tool or opt for the quick enrollment process.

Coverage	Provider	Plans
Medical	Collective Health Kaiser UPMC	2 Nationwide PPOs Nationwide EPO California HMO Nationwide EPO
Dental	Guardian	Dental Base Dental Plus
Vision	VSP	Vision Base Vision Plus
Life / Disability	Liberty Mutual	Basic Life Short-Term Disability Long-Term Disability Voluntary Life
Flexible Spending	Navia Benefits	Healthcare FSA Dependent Care FSA Pre-Tax Transit Pre-Tax Parking
401k	Fidelity	Traditional 401k Roth 401k

UBER

MEDICAL

Medical Benefits

The Uber Benefits Team understands not only the importance of quality medical benefits but also the value of accessibility and ease of understanding. This is why we've partnered with [Collective Health](#) to offer access to the largest network in the country, BlueShield, as well as technology to navigate the healthcare industry to make the most of your coverage.

Are you a fan of [Kaiser Permanente](#) or [UPMC](#)? Don't worry, we've got you covered too!

Review the coverage options and associated costs on the next few pages. Not sure which plan to choose? Reach out to the [Benefits Team](#) for help!



How Do PPO Plans Work?

- Preventive care is covered at 100%. Office visits are flat co-payments.
- Coverage is available both **in-network** and **out-of-network**. Costs are less expensive when visiting in-network doctors.
- Additional services (think: tests, procedures, treatments, etc.) are subject to your **deductible** (flat annual amount) and **co-insurance** (percentage of the cost). All co-insurance amounts apply after the deductible is met.

Plan Name	Collective Health PPO Base		Collective Health PPO Plus	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible - Single	\$750 per member		\$250 per member	
Deductible - Family	\$2,250 per family		\$750 per family	
Out of Pocket Max - Single	\$3,000 per member	\$12,000 per member	\$2,250 per member	\$6,500 per member
Out of Pocket Max - Family	\$6,000 per family	\$24,000 per family	\$4,500 per family	\$13,000 per family
Inpatient Surgery	20%	40%	10%	30%
Outpatient Surgery	20%	40%	10%	30%
Emergency Room	\$150 per visit (waived if admitted)		\$150 per visit (waived if admitted)	
Urgent Care	\$30 per visit	40%	\$20 per visit	30%
Office Visit	\$30 per visit No copay preventive care	40%	\$20 per visit No copay preventive care	30%
Diagnostic X-Ray Lab	10%	40%	10%	30%
Pregnancy and Maternity	\$30 per visit	40%	\$20 per visit	30%
Chiropractic	\$30 per visit (30 visits/year)	40% (30 visits/year)	\$20 per visit (30 visits/year)	30% (30 visits/year)
Infertility Treatment	Not Covered		100%	Not Covered
Rx Drug – 30 day supply	\$10: Tier 1 \$20*: Tier 2 \$50*: Tier 3 \$20: Tier 4 *+\$10 If there is a generic equivalent available	Not Covered	\$10: Tier 1 \$20*: Tier 2 \$50*: Tier 3 \$20: Tier 4 *+\$10 If there is a generic equivalent available	Not Covered

UBER

MEDICAL

Plan Name	Collective Health EPO	Kaiser HMO 10 - California Only	UPMC EPO - PA and Surrounding Area Only
Coverage - In-Network Only			
Deductible - Single	None	None	None
Deductible - Family	None	None	None
Out of Pocket Max - Single	\$1,500 per member	\$1,500 per member	\$1,250 per member
Out of Pocket Max - Family	\$3,000 per family	\$3,000 per family	\$2,500 per family
Inpatient Surgery	\$250	\$250	\$0
Outpatient Surgery	\$0 per procedure	\$10 per procedure	\$0 per procedure
Emergency Room	\$100 per visit (waived if admitted)	\$100 per visit (waived if admitted)	\$175 per visit (waived if admitted)
Urgent Care	\$10 per visit	\$10 per visit	\$25 per visit
Office Visit	\$10 per visit copay No copay preventive care	\$10 per visit No copay preventive care	\$10 per visit primary/\$25 specialist No copay preventive care
Diagnostic X-Ray Lab	\$0	\$0	\$25
Pregnancy and Maternity Care	\$10 per visit copay	\$10 per visit copay	\$10 per visit copay
Chiropractic	\$10 per visit (30 visits/year)	\$10 per visit copay (30 visits/year)	\$25 per visit copay
Infertility	100%	Not Covered	Not Covered
Rx Drug – 30 day supply	\$10 : Tier 1 \$20*: Tier 2 \$50*: Tier 3 \$20: Tier 4 *+\$10 If there is a generic equivalent available	\$10: generic \$20: generic mail-order \$30: brand name \$60: brand mail-order	\$10 - Generic \$30 - Brand \$50 - Non Formulary \$50 Specialty



How Does the EPO Plan Work?

- Coverage is **nationwide** and only available at **in-network providers**.
- Preventative care is covered at 100%. Services are flat co-payments.
- There is **no deductible** and **no co-insurance**, only flat **co-payments**.
- You do not have to designate a primary care physician.
- If you are part of the UPMC EPO, you may visit providers while traveling throughout the country that are part of the PHCS/Multiplan Networks. For more information visit, multiplan.com/UPMC.



How the HMO Plan Work? Does

- Coverage through Kaiser is only available in **California** and services must be received at **Kaiser facilities**.
- Preventative care is covered at 100%. Services are flat co-payments.
- There is **no deductible** and **no co-insurance**.

UBER**MEDICAL**

Utilizing your Medical Coverage

Once you complete your enrollment in Bswift, your elections are sent to the carriers within 48 hours.

You will receive ID cards in the mail within 10 days. At the same time, you will gain access to your personalized [Collective Health Portal](#) which is where you will go to manage your coverage.

Additionally, Uber works with the below partners to provide additional ways to utilize your medical benefits.

Finding Doctors

To find a doctor under Collective Health, access the provider search on the [Collective Health Portal](#). For doctors under Kaiser or UPMC, utilize the search at [kp.org](#) and [UPMC](#).



OneMedical



- Same Day Appointments
- 24/7 clinical support line
- Mobile app with "Treat Me Now" feature

Membership is covered 100% by Uber using our company code: [UBRXOM](#).

Locations:

Boston. Chicago. Los Angeles. New York City. Phoenix. San Francisco Bay Area. Washington, D.C.

New to OneMedical? Sign up at [onemedical.com/activate](#) and enter our company code.

For existing OneMedical members, be sure to use our company code when your membership is up for renewal.

Reach out to the OneMedical client services team with any questions or issues, clientservices@onemedical.com

Note: One Medical is not in network with UPMC or Kaiser Permanente

Telemedicine

See a doctor without scheduling an appointment through one of our telemedicine programs. The providers are able to prescribe medication, if necessary, and if they are not able to treat you, they will assist in getting you a same day appointment for an in-person visit.

Collective Health partners with Doctor on Demand to provide this service for \$0 per visit. Access Doctor on Demand through your [Collective Health Portal](#).



If you are a Kaiser member, you can access telemedicine services through [kp.org](#).



KAISEL PERMANENTE®

UBER

DENTA
L

Dental Benefits

Protect those pearly whites by utilizing the dental benefits offered to you through Uber. Your choice is simple as we offer one dental plan through Guardian. Not only will you get your semi-annual cleanings and typical dental services, our plan offers orthodontia. And it's not just for the younger ones in your life, adults can take advantage too!

Review the coverage options and associated costs on the next few pages. Reach out to the [Benefits Team](#) for help!

How Does the Dental Plan Work?

- Dental coverage pays for your services up to the annual benefit maximum, this is the max amount that Guardian will pay per year (minus orthodontia which has its own limit).
- Preventative care is covered at 100% with two cleanings provided each year.
- To find dentists, visit the [Collective Health portal](#) and visit your personal portal for details on your claims.
- To utilize your coverage, you can present your ID card or provide your social security number at the dentist's office.



In Process

Plan Name	Dental Base		Dental Plus	
Network name	DentalGuard Preferred			
Network Usage	In	Out	In	Out
Annual benefit maximum (Max Guardian pays annually)	\$2,000 / person	\$2,000 / person	\$3500 / person	\$3500 / person
Deductible (waived on preventive)	\$50 per member			\$50 per member
Preventive services <i>Oral exams, x-rays, cleanings, fluoride</i>	0%			0%
Basic services <i>Oral surgery, fillings, root canals, gum surgery</i>	You Pay: 10%	You Pay: 20%	You Pay: 10%	You Pay: 20%
Major services <i>Crowns, dentures, bridges</i>	You Pay: 40%	You Pay: 50%	You Pay: 40%	You Pay: 50%
Orthodontia	Not Covered			You pay 50%
Who is eligible	Not Covered			Adults and Child(ren)
Orthodontia Lifetime Maximum	Not Covered			\$2000 / person lifetime

Vision Benefits

Uber offers two vision plans through VSP to support your vision health whether you use it a lot or just a little. Both plans will give you an annual eye exam but the real difference comes in the allowance you're provided for contacts and glasses. If you're a big user of vision benefits and enjoy getting both contacts and glasses every year, take a look at the plus plan. Not a huge user but want to make sure you're covered when you need it? The base plan might be right for you.

These costs can sometimes add up, especially if you go to an out-of-network provider for your glasses, so if you still have more to pay after your VSP benefits coverage, consider participating in our [flexible spending account](#).

Review the coverage options and associated costs on the next few pages. Not sure which plan to choose? Reach out to the [Benefits Team](#) for help!

UBER**VISION**

Plan Name	VSP Vision Base Plan		VSP Vision Plus Plan	
Network Name	VSP Network Signature Plan			
Network usage	In	Out	In	Out
	Every Calendar Year			
Exams	\$10 copay	\$10 copay (Plan pays up to \$50 max)	\$10 copay	\$10 copay (Plan pays up to \$50 max)
Lenses	No copay	\$48 – single vision \$67 – bifocal \$86 – trifocal	No copay	\$48 – single vision \$67 – bifocal \$86 – trifocal
Contact Lenses	\$130 allowance	\$70 - frames \$105 - contacts	\$200 allowance	\$70 - frames \$105 - contacts
&	Every Two Calendar Years		Every Calendar Year	
Frames	\$130 allowance	\$70 - frames \$105 - contacts	\$200 allowance	\$70 - frames \$105 - contacts



How Does the Vision Plan Work?

- Both plans cover annual exam, lenses, and an allowance for contacts and frames.
- Uber offers a plus plan that provides a higher allowance and the ability to use it for both frames and contacts every year.
- Your allowance goes much further when visiting an in-network provider.
- To find vision providers, visit the [Collective Health portal](#) and visit your personal portal for details on your claims.

Cost to Enroll



Below you will see the amount that is withheld from your paycheck **monthly** for participating in each of the available plans. These costs will be visible as you go through the enrollment in Bswift.

***If you have medical coverage elsewhere and waive Uber's coverage, you will receive an extra \$100 per month in your paycheck (applicable taxes withheld).**

	Employee Only	Employee + Partner	Employee + Child(ren)	Employee + Family
<u>Collective Health - PPO Base</u>				
Medical	\$0.00	\$100.00	\$72.00	\$163.00
<u>Collective Health - PPO Plus</u>				
	\$10.00	\$127.00	\$91.00	\$207.00
<u>Collective Health - EPO IN-Network Only Plan</u>				
	\$20.00	\$142.00	\$102.00	\$231.00
<u>Kaiser HMO (California Only)</u>				
	\$72.00	\$159.00	\$130.00	\$224.00
<u>UPMC EPO (PA and Surrounding Area Only)</u>				
	\$88.00	\$235.00	\$177.00	\$245.00
<u>Guardian Dental Base</u>				
Dental	\$0.00	\$14.00	\$18.00	\$32.00
<u>Guardian Dental Plus</u>				
	\$9.00	\$20.00	\$26.00	\$43.00
<u>VSP Vision Base</u>				
Vision	\$0.00	\$2.00	\$2.50	\$5.00
<u>VSP Vision Plus</u>				
	\$9.00	\$18.00	\$18.50	\$32.00

Domestic partner contributions are withheld on a post-tax basis. Contributions made by the employer for domestic partner coverage will be subject to imputed income for the employee.

Additional Benefits

While medical, dental, and vision are normally the main event, the benefits don't stop there.

Uber provides basic life insurance, short-term disability, and long-term disability for all eligible employees. In addition, Uber offers flexible spending accounts and life and disability options beyond the basic coverage provided by the company. We also have a 401k plan and a whole host of additional benefits to round out the services that help to support the whole you.

As always, reach out to the [Benefits Team](#) for help!

Basic Life Insurance

Uber provides all eligible employees with Basic Life Insurance. Be sure your beneficiary is accurately listed in Bswift.

Carrier	Amount	Benefit Maximum
Liberty Mutual	2 x Annual Salary	\$1,000,000

Short-Term Disability

This benefit is now tax-free upon receipt so employees' annual income will be grossed up by the amount Uber pays in premium for this coverage. This amount is visible to the employee in bswift.

Carrier	Amount	Maximum Benefit	Benefit Period	Waiting Period
Liberty Mutual	70% of weekly salary	\$3,500/week	12 weeks	7/7 days

Long-Term Disability

Carrier	Amount	Maximum Benefit	Benefit Period	Waiting Period
Liberty Mutual	60% of monthly salary	\$12,000/month	Until eligible for social security	90 days

Voluntary Life Insurance

If you elect coverage over the Guarantee Issue amount or outside of your initial 30 day new hire enrollment window, you will be required to complete a two-page form. Rates can be found on [team.uber](#) and within Bswift. Premium is withheld post-tax.

	Employee	Spouse	Child
Minimum coverage amount	\$10,000	\$5,000	\$10,000
Maximum coverage amount	8x salary OR \$1,250,000	100% of EE Coverage OR \$250,000	\$10,000
Guarantee issue	up to \$500,000	up to \$25,000	up to \$10,000

Paid for by Uber

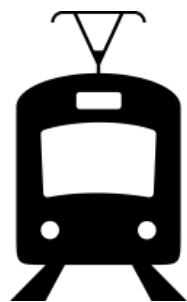
Paid for by You

How Do the Flexible Spending Accounts Work?

A flexible spending account allows you to set aside money pre-tax to use in two ways:

- The health care FSA may be used for out-of-pocket healthcare expenses for you and your family members
- The dependent care FSA may be used for child care expenses
- These accounts are elected for the calendar year and may be used through March 15 of the following year. Any unused funds after March 15 are lost.
- The Uber FSAs are administered by Navia Benefits.

	Health Care FSA	Dependent Care FSA
Maximum contribution amount	<ul style="list-style-type: none"> Up to \$2,600 per employee annually 	<ul style="list-style-type: none"> Up to \$5,000 per household annually
Eligible Expenses	<ul style="list-style-type: none"> Health related deductibles (medical, dental, vision) Copays and coinsurance Prescription medication 	<ul style="list-style-type: none"> Workday childcare services Cost of care at a licensed daycare Before or after-school care
Ineligible Expenses	<ul style="list-style-type: none"> Cosmetic surgery Non-prescription medication Life insurance premiums 	<ul style="list-style-type: none"> Education expenses Non-workday childcare expenses Transportation expenses for childcare
How do I utilize the funds in my account?	You will receive a debit card for participation in the Health Care FSA account. This will be loaded with your annual election amount and can be used to pay for most healthcare expenses. If you were to pay out-of-pocket for an expense, you could submit the receipt for reimbursement.	As you incur child care expenses, you can submit receipts for reimbursement using the Navia Benefits website or mobile app. Funds will be added to your account each pay period and you will be reimbursed as you submit receipts for expenses.
What happens to account funds at the end of the year?	Use it or lose it. By IRS regulations, the account holder loses any unclaimed money in the account at the end of the plan year. The IRS allows a 2.5 month "grace period" at the end of the plan year regarding unused Healthcare FSA funds. Consult your full plan summary to confirm your specific timeframe. If you leave the company mid-way through the year, you lose any funds that you haven't spent by your last day.	
How do I make changes to my participation?	You can make changes to your participation and/or contribution amount during open enrollment period or with a qualifying event only. Make sure you budget and plan ahead according to your projected health and dependent care needs.	
Where can I get more information?	IRS Publication 502: Medical and Dental Expenses, and IRS Publication 503: Child and Dependent Care Expenses list eligible expenses. These publications are available online at www.irs.gov/formspubs/index.html , or by calling 1-800-TAX-FORM.	

UBER**PRE-TAX COMMUTER PROGRAM**

Pre-Tax Commuter

This program allows you to pay for their monthly commuter expenses on a pre-tax basis. Funds are directly deducted from your paycheck. Participation in this benefit and the contribution amount can be changed at any time throughout the plan year. To participate, there is a \$3/month fee.

	Commuter
Provider Information	<u>Navia Services</u>
Maximum contribution amount	<ul style="list-style-type: none"> • Up to \$255 monthly for transit • Up to \$255 monthly for parking
What expenses are allowed?	<ul style="list-style-type: none"> • Mass transit fares • Monthly bus passes • Vanpooling fees • Parking in relation to daily commute
What expenses are not allowed?	<ul style="list-style-type: none"> • Taxi fares • Bridge tolls • Cost of auto maintenance • Uber services
How do I enroll?	<ul style="list-style-type: none"> • Employees enroll directly in the <u>Navia</u> portal • Enrollment completed by the 20th of the month will be effective the 1st of the following month
How do I use this benefit?	<ul style="list-style-type: none"> • Once enrolled, you will receive a debit card in the mail from Navia to use when paying for your commute expenses. You may also purchase passes directly on the Navia website. • If you already participate in our FSA program through Navia, your funds will be automatically loaded on your existing debit card
How do I manage my account?	<ul style="list-style-type: none"> • Upon enrollment, you will receive an email from Navia with instructions on how to register your account and manage your funds
Where can I find more information about this benefit?	<ul style="list-style-type: none"> • Please visit our teamdot page <u>here</u> for more information on this program.

401K



Uber's 401K plan is managed by Fidelity. You can choose to make pre-tax and/or post-tax (Roth) contributions. There is a selection of funds that you can choose to invest in. If you do not actively make a change, you will be automatically enrolled at 3% and you will be defaulted into the target date funds after your first 30 days.

Provider	Fidelity, Plan #77833 www.netbenefits.com	
When can I enroll?	<ul style="list-style-type: none"> • Immediate • Must be 18 years of age 	
How do I enroll?	<ul style="list-style-type: none"> • Online through the link above • Employees are auto enrolled at 3% deferral, unless you opt out online. Default election increases 1% each year, up to 6% 	
How much can I contribute?	<ul style="list-style-type: none"> • 1 – 90% of paycheck • Annual Deferral limit: \$18,000 for 2016 <ul style="list-style-type: none"> • \$24,000 if over age 50 	
Available account type(s)	<ul style="list-style-type: none"> • Pre-tax (Traditional) • Post-tax (Roth) 	
Key account attributes	<u>Pre-tax (Traditional)</u> <ul style="list-style-type: none"> • Contributions are made before taxes are applied, which reduces current tax burden. • All capital gains, dividends, interest, etc. grow within the account on a tax-deferred basis. • Account holder becomes eligible to withdraw at age 59 ½. Withdrawals will be taxed at then-current rates and total income levels. • All withdrawals prior to eligibility are subject to limitations, taxes, and /or penalties. 	<u>Post-tax (Roth)</u> <ul style="list-style-type: none"> • Contributions are made after taxes have been applied. • All capital gains, dividends, interest, etc. grow tax-free in the account. • Account holder becomes eligible to withdraw at age 59 ½. Withdrawals are not subject to any taxes. • Account holder can withdraw up to the contribution amount at any time. Any withdrawals above the contribution amount (such as capital gains, interest, and dividends) are subject to taxes and penalties.
Rollovers	<ul style="list-style-type: none"> • Initiate the rollover request from a previous account with your previous employer • Once you've received the rollover check, submit along with a rollover form to your plan administrator 	



This list is ever-evolving of additional benefits and perks offered. Visit the [US perks teamdot](#) page for a full list.

<p>Uber Credits</p> 	<p>15 Uber trips per month</p> <ul style="list-style-type: none"> • Each trip is covered up to a certain amount, specific to each city • 17% discount is applied to all subsequent trips • Uber credits used for non-business related rides are taxable income • Employees under the old credits program receive \$333 USD per month (or local equivalent). A 17% discount is always in effect.
<p>Fitness Reimbursement</p> 	<p>Up to \$68 per month</p> <ul style="list-style-type: none"> • Submit proof of payment to payroll-us@uber.com with a fitness provider to receive this benefit. • Uber discounts also available at local gyms • This benefit is not applicable to interns.
<p>Phone Reimbursement</p> 	<p>\$50 per month</p> <ul style="list-style-type: none"> • Reimbursement is applied to your paycheck once every month • Members of the Policy and Communications team will be reimbursed for their full monthly cellphone bill
<p>Paid Time Off</p> 	<p>Employees receive unlimited paid time off at Uber.</p> <ul style="list-style-type: none"> • All time must be requested in advance and is subject to manager approval.
<p>Paid Company Holidays</p> 	<p>New Year's Day - Martin Luther King, Jr. Day - Memorial Day Independence Day - Labor Day - Thanksgiving Day Day after Thanksgiving - Christmas Day</p>
<p>Pet Insurance</p>  GoGo Pet Plan	<p>Receive 15% off pet insurance for your dog, cat, or exotic bird!</p> <ul style="list-style-type: none"> • Visit: www.petplanbenefits.com/HowPetplanWorks.aspx • Freedom to use any vet in the U.S. or Canada • Coverage for accidents + illnesses
<p>Child Care / Elder Care / Pet Care/ Home Care</p>  Care.com	<p>Receive 20% off your first subscription</p> <ul style="list-style-type: none"> • Visit: http://tiny.cc/gdp25x • Search for reliable services in your area

UBER**ADDITIONAL BENEFITS AND PERKS**

	<p>OneMedical Membership</p> 	<p>Membership is covered 100% by Uber using our company code: UBRXOM</p> <ul style="list-style-type: none"> • Same Day Appointments • 24/7 clinical support line • Mobile app with "Treat Me Now" feature • Sign up at onemedical.com/activate
<p>In P r o c e s s</p>	<p>Unlimited Mental Health Support</p>  <p>Lyra Health</p>	<p>Unlimited mental health benefits through Lyra Health which provides our employees with:</p> <ul style="list-style-type: none"> • Easy online tool to help employees find the right care • Nationwide access to top-tier therapists, psychiatrists, and self-guided apps • Convenient provider visits in person or via live video, at no cost to you and your household members • Counseling available 24/7 with our expert care team <p>For more information contact care@lyrahealth.com</p>
	<p>Student Loan Refinancing</p>  <p>SoFi</p>	<p>Got student loans? Earn \$300 by refinancing them with SoFi.</p> <ul style="list-style-type: none"> • Visit: www.sofi.com/Uber • Email: ask@sofi.com • Call: 855.456.7634
	<p>Fertility Support Services</p>  <p>Progyny</p>	<p>Get discounts on a catalog of products and services:</p> <ul style="list-style-type: none"> • Increased fertility benefit (PPO Plus and EPO only) • Specialized network of providers utilizing new advanced technology for infertility • Dedicated nurse support • Support and financial assistance for adoption/surrogacy • Egg freezing • To take advantage of fertility and egg freezing services, you must be enrolled in the PPO Plus or EPO • For more information, contact help@collectivehealth.com & for benefit and care related questions, call 888-203-4825
	<p>Pregnancy Support Services</p>  <p>Ovia</p>	<p>New benefit for expecting moms through Ovia, a mobile app that provides pregnancy advice and support including:</p> <ul style="list-style-type: none"> • Mobile app for full lifecycle pregnancy support • Ovulation & pregnancy tracking • Ongoing pregnancy support • 24/7 case management (nurses) • Health assessments for early identification of high risk pregnancies • For more information, contact support@oviahealth.com

Health Benefit Definitions

Accidental Death and Dismemberment (AD&D)	Accidental Death & Dismemberment (AD&D) Insurance is a limited form of life insurance that provides your beneficiaries with financial protection when you die due to an accident, or when you accidentally lose your sight or a limb.
Admission / Admit	When an enrollee is taken to a hospital and formally accepted by the facility for stays typically lasting longer than 2 days. The process of admission to a hospital is performed by the doctor. The doctor makes this complex decision to admit a patient based on medical judgment and necessity of more intensive care.
Benefit Period	The length of time that the Short-Term Disability (STD) and/or Long-Term Disability (LTD) benefits will be paid to an employee. The maximum benefit period is determined by the member's age at the point of disability. Benefits will be paid from the end of the elimination period until the earliest of: (1) Completion of the benefit duration, (2) Employee's recovery, or (3) Employee's death. Common benefit periods include: <ul style="list-style-type: none"> •To age 65 •Age Discrimination Employment Act (ADEA) •Social Security Normal Retirement Age (SSNRA) •Reducing Benefit Duration (RBD)
Claim	A request by a member (or his/her provider) for the insurance company to pay for services obtained.
Coinsurance	The percentage of the charges the member is required to pay for a medical service in a plan after the deductible has been met. For example, the insurance company may pay 80% of the covered claim, and the member pays the remaining 20%.
Copay	The flat fee paid by the member when a medical service is received, i.e. \$20 for a doctor's visit or \$20 for a prescription. Copays do not apply to the deductible.
Deductible	The set dollar amount a member must pay before the insurance carrier begins paying for medical expenses.
Domestic Partner	Your partner may qualify as a domestic partner if: <ul style="list-style-type: none"> •Neither the employee nor the partner are married or legally separated from any other person •The employee and partner are each other's sole domestic partner and intend to remain so indefinitely •Both the employee and partner are at least 18 years of age •The employee and partner are not related to each other •The employee and partner have assumed mutual obligations for the welfare of each other, including "basic living expenses" and a common residence for a minimum period of time, specified time period based on carrier, and intend to do so indefinitely. <p>Domestic partners are not currently recognized as IRS dependents. Therefore, the portion of premiums your employer pays on behalf of your domestic partner must be taxed. This process is called "imputed income" (see definition in the "Disability and Life Insurance Definitions" section). Also, any premiums you pay which are attributable toward the domestic partner coverage must be taxed. These premiums are deducted on a post tax basis.</p>

Health Benefit Definitions (continued)

Eligible Dependents	When covering dependents, you must select the same plans for your dependents as you select for yourself. Eligible dependents include: <ul style="list-style-type: none">•Your legal spouse or qualified domestic partner•Your children. Your children may include natural, adopted, or stepchildren.•Your qualified domestic partner's children Note: Per the Patient Protection and Affordable Care Act, all medical plans must allow dependents to remain on the plan up to age 26 regardless of the dependent's student, financial, or marital status. For Dental and Vision plans, age limits vary per carrier. Please see the People Team for specific age limits for these plans.
Elimination Period	The amount of time (a specific number of days or months) the employee must meet before the disability benefit is paid.
Evidence of Insurability	A statement of medical history and related information to be used to determine whether an applicant will be approved for supplemental life insurance coverage.
Exclusive Provider Organization (EPO)	An EPO operates similarly to a PPO in that a group of hospitals and physicians are contracted with insurance companies to provide medical services. Generally, EPOs do not offer benefits for services provided by out-of-network providers, but some EPOs do provide limited benefits. As with a PPO, out of pocket costs are lowest when a provider is used within the EPO network.
Explanation of Benefits	An Explanation of Benefits (EOB) document is a statement sent to you by your health plan carrier to explain what medical procedures and services were rendered and what the plan paid for on your behalf.
Health Maintenance Organization (HMO)	An HMO is a managed care plan that requires you to receive your medical care from hospitals and doctors in the HMO network. Your Primary Care Physician (PCP) coordinates your medical care and refers you to specialists (within their medical group) and hospitals as necessary.
Imputed Income	The IRS deems that the premiums paid by your employer for life insurance coverage in excess of \$50,000 is imputed income. The IRS defines imputed income as income that may not be seen or delivered as cash, but is income that comes in the form of a benefit or income by having a benefit provided. Hence, the IRS deems basic life insurance coverage to be imputed income. The IRS takes this position because life insurance benefits are paid tax-free to the beneficiary.
In-Network Provider	A network provider is a hospital, doctor, medical group, and/or other healthcare provider contracted to provide services to insurance carrier enrollees for less than their usual fees.
In-Patient	Enrollee who visits a hospital or other healthcare facility and requires at least an overnight stay or occupies a hospital bed.

Health Benefit Definitions (continued)

Negotiated Fee	Refers to the fee schedule that participating network providers agree to accept as payment in full.
Out-of-Network Provider	An out-of-network provider is a hospital, doctor, medical group, and/or other healthcare provider who are not contracted to provide services to insurance carrier customers for less than their usual fees.
Out-of-Pocket Maximum	The maximum amount the member would have to pay in a plan year for eligible expenses. After reaching the Out-of-Pocket maximum, the plan pays 100% of the allowable charges for covered services in network for the remainder of the plan year.
Out-Patient	Enrollee who visits a hospital, clinic, or provider's office for treatment but does not stay overnight or occupy a hospital bed.
Preferred Provider Organization (PPO)	PPO refers to a group of hospitals and physicians that are contracted with insurance companies to provide medical services. Out-of-pocket costs are lower when a provider is used within the PPO network (called in-network), even though members still receive lower levels of benefits when seeing a provider outside of the PPO network (called out-of-network).
Premium	The monthly fee that is paid to an insurance company or health plan to provide health coverage. When this term is applied to an employee, this fee is often shared with the employer.
Qualifying Event	A qualified event allows the member to add or remove dependents from the plan within 30 days of the qualifying event. Coverage added as a result of these events will be effective date of event. Typical qualifying events include: <ul style="list-style-type: none"> •Marriage, divorce, termination of a domestic partnership •Birth or adoption of a child •Death of a spouse or dependent •End in spouse's employment or group insurance coverage
Tax Choice Plan	Employer may choose to give the employee a choice of whether the premium for disability is paid before or after taxes. <ul style="list-style-type: none"> •Pre-tax Option: You don't pay taxes on the benefit until you actually receive the benefit. If you were to go out on disability under this option, you would receive a percentage of your base salary (per the benefit) minus taxes. •Post-tax Option: You are taxed on the premiums (as opposed to the benefit amount) associated with the disability benefit regardless if you are out on disability or not. However, if you do go out on disability the 60% of your income is received wholly and is not taxed.

Questions? Get Help!

The Uber Benefits Team is available to help you get the most out of your benefits programs and answer any number of questions you may have. [Submit a question](#) or [reach out to benefits-us@uber.com for help!](mailto:benefits-us@uber.com)

All of this information and more detail is available on the [U.S. benefit pages of teamdot](#).

	Provider Name	Provider Phone Number	Provider Website
Medical	Collective Health	(844) 803-0214	email: help@collectivehealth.com my.collectivehealth.com
	Kaiser	(800) 464-4000	kp.org
	UPMC	(888) 876-2756	upmchealthplan.com/members
Dental	Guardian	(800) 541-7846	guardiananytime.com
Vision	VSP	(800) 877-7195	vsp.com
FSA/Commuter	Navia Services	(800) 669-3539	navibenefits.com
401(k)	Fidelity	(800) 294-4015	netbenefits.com
Life & Disability	Liberty Mutual	(800) 320-7585	libertymutual.com
Lyra Health	Mental Health Support	(877) 978-2142	uber.lyrahealth.com
Progyny	Fertility Services	(888)203-4825	help@collectivehealth.com
Ovia	Pregnancy Support		support@ovuline.com
Cigna World Traveler	Cigna	Plan Information (800) 243-1348	cignaenvoy.com