

DRIVER ADDENDUM TO SERVICES AGREEMENT

Last update: October 20, 2015

This Driver Addendum to Services Agreement ("*Addendum*") constitutes a legal agreement between an independent company in the business of providing Transportation Services (as defined below) ("*Transportation Company*") and an independent, for-hire transportation provider ("*Driver*").

Driver currently maintains a contractual or employment arrangement with Transportation Company to perform passenger carriage services for Transportation Company.

Transportation Company and Uber B.V. ("*Uber*") have separately entered into a Services Agreement ("*Agreement*") in order for Transportation Company to access the Uber Services (as defined below).

In addition to the Transportation Services it regularly performs pursuant to his or her contractual arrangement with Transportation Company, Driver is interested in receiving lead generation and related services through the Uber Services. Transportation Company and Driver desire to enter into this Addendum to define the terms and conditions under which Driver may receive such lead generation and related services.

In order to use the Uber Services, Driver and Transportation Company must agree to the terms and conditions that are set forth below. Upon Driver's execution (electronic or otherwise) of this Addendum, Driver and Transportation Company shall be bound by the terms and conditions set forth herein.

1. Definitions.

- 1.1. "*Affiliate*" means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest, the majority of the voting rights of such entity, the ability of such entity to ensure that the activities and business of that Affiliate are conducted in accordance with the wishes of that entity or the right to receive the majority of the income of that Affiliate on any distribution by it of all of its income or the majority of its assets on a winding up.
- 1.2. "*Device*" means an Uber Device or Driver-Provided Device, as the case may be.
- 1.3. "*Driver App*" means Uber's mobile application that enables transportation providers to access the Uber Services for the purpose of Transportation Services to Users, as may be updated or modified by Uber at its discretion from time to time.
- 1.4. "*Driver ID*" means the identification and password key assigned by Uber to a Driver that enables a Driver to use and access the Driver App.
- 1.5. "*Driver-Provided Device*" means a mobile device owned or controlled by Transportation Company or a Driver: (a) that meets the then-current Uber specifications for mobile devices as set forth at https://www.uber.com/byod_devices; and (b) on which the Driver App has been installed as authorized by Uber for the purpose of providing Transportation Services.
- 1.6. "*Territory*" means the city or metro areas outside the United States and Mainland China in which Transportation Company and its Drivers are enabled by the Driver App to provide Transportation Services.

- 1.7. *“Transportation Services”* means the provision of passenger transportation services to Users via the Uber Services in the Territory by Transportation Company and its Drivers using the Vehicles.
- 1.8. *“Uber Data”* means all data related to the access and use of the Uber Services hereunder, including all data related to Users (including User Information), all data related to the provision of Transportation Services via the Uber Services and the Driver App, and the Driver ID.
- 1.9. *“Uber Device”* means a mobile device owned or controlled by Uber that is provided to Transportation Company or a Driver for the purpose of such Driver using the Driver App to provide Transportation Services.
- 1.10. *“Uber Services”* mean Uber’s electronic services rendered via a digital technology platform, being on-demand intermediary and related services that enable transportation providers to provide Transportation Services to Users seeking Transportation Services; such Uber Services include Uber’s software, websites, payment services, and related support services systems, as may be updated or modified by Uber at its discretion from time to time.
- 1.11. *“User”* means an end user authorized by Uber to use Uber’s mobile application for the purpose of obtaining Transportation Services.
- 1.12. *“User Information”* means information about a User made available to Transportation Company or a Driver in connection with such User’s request for and use of Transportation Services, which may include the User’s name, pick-up location, contact information and photo.
- 1.13. *“Vehicle”* means any vehicle of Transportation Company that: (a) meets the then-current requirements of Uber or any of its Affiliates in the Territory for a vehicle; and (b) Uber authorizes for use by a Driver for the purpose of providing Transportation Services on behalf of Transportation Company.

2. Use of the Uber Services.

- 2.1. **Driver IDs.** Driver will be issued a Driver ID for providing Transportation Services to enable Driver to access and use the Driver App on a Device in accordance with this Addendum. Driver will maintain his or her Driver ID in confidence and not share it with any third party, and will immediately notify Transportation Company of any actual or suspected breach or improper use or disclosure of the Driver ID or the Driver App.
- 2.2. **Provision of Transportation Services.** When the Driver App is active, User requests for Transportation Services may appear to Driver via the Driver App if Driver is available and in the vicinity of the User. If Driver accepts (either directly or via any of Uber’s Affiliates in the Territory acting as an agent) a User’s request for Transportation Services, the Uber Services will provide certain User information to Driver via the Driver App, including the User’s first name and pickup location. Driver will obtain the destination from the User, either in person upon pickup or from the Driver App if the User elects to enter such destination via Uber’s mobile application. Driver acknowledges and agrees that once he or she has accepted (either directly or via any of Uber’s Affiliates in the Territory acting as an agent) a User’s request for Transportation Services, the Uber Services may provide certain information about Driver to the User, including Driver’s first name, contact information, Transportation Company entity name, photo and location, and Driver’s Vehicle make and license plate number. Driver shall not contact Users or use any User’s personal data for any reason other than for the purposes of fulfilling Transportation Services. Driver agrees

that his or her contact and/or insurance information may be released to a User upon such User's reasonable request. Driver may not, unless specifically consented to by a User, transport or allow inside any Vehicle individuals other than a User and any individuals authorized by such User during the performance of Transportation Services for such User. Driver shall transport all Users directly to their specified destination, as directed by the applicable User, without unauthorized interruption or unauthorized stops. Without limitation, Driver shall ensure that in respect of each Vehicle used by Driver for the performance of Transportation Services that Driver, without limitation: (a) maintains at all times a valid Ministry of Transport Test Certificate for such Vehicle including, where applicable, in accordance with the terms of any relevant license; and (b) that Vehicle is maintained at all times in a safe and roadworthy condition.

- 2.3. **Driver's Relationship With Uber.** Uber and its Affiliates in the Territory do not, and shall not be deemed to, direct or control Driver generally or in Driver's performance of Transportation Services or maintenance of any Vehicles. Driver acknowledges that neither Uber nor any of its Affiliates in the Territory controls, or purports to control: (a) when or for how long Driver will utilize the Driver App or the Uber Services; or (b) Driver's decision, via the Driver App, to decline or ignore a User's request for Transportation Services, or to cancel an accepted request (whether such request was accepted directly or via an Uber Affiliate in the Territory acting as an agent) for Transportation Services, via the Driver App, subject to Uber's then-current cancellation policies. Driver may be deactivated or otherwise restricted from accessing or using the Driver App or the Uber Services in the event of a violation of this Addendum or Transportation Company's violation of the Agreement, or Driver's or Transportation Company's disparagement of Uber or any of its Affiliates, or Driver's or Transportation Company's act or omission that causes harm to Uber's or any of its Affiliates' brand, reputation or business as determined by Uber in its sole discretion. Uber also retains the right to deactivate or otherwise restrict Driver from accessing or using the Driver App or the Uber Services for any other reason at the sole and reasonable discretion of Uber. Additionally, Driver acknowledges Uber's rights in the UBER family of trademarks and names, including UBER, alone and in combination with other letters, punctuation, words, symbols and/or designs, the UBER Logo and EVERYONE'S PRIVATE DRIVER ("*UBER Marks and Names*"). Driver agrees that he or she will not try to register or otherwise claim ownership in any of the UBER Marks and Names, alone or in combination with other letters, punctuation, words, symbols and/or designs, or in any confusingly similar mark or name.

2.4. **Ratings.**

- 2.4.1. Driver agrees that: (a) after receiving Transportation Services, a User will be prompted by Uber's mobile application to provide a rating of such Transportation Services and Driver and, optionally, to provide comments or feedback about such Transportation Services and Driver; and (b) after providing Transportation Services, Driver will be prompted by the Driver App to provide a rating of the User and, optionally, to provide comments or feedback about the User. Driver shall provide ratings and feedback in good faith.
- 2.4.2. In order to continue to receive access to the Driver App and the Uber Services, Driver acknowledges that he or she must maintain an average rating by Users that exceeds the minimum average acceptable rating established by Uber for the Territory, as may be updated from time to time by Uber in its sole discretion ("*Minimum Average Rating*"). In the event Driver's average rating falls below the Minimum Average Rating, Driver may be provided a limited period of time to raise

his or her average rating above the Minimum Average Rating. Driver agrees that if Driver does not increase his or her average rating above the Minimum Average Rating within the time period allowed (if any), Uber may deactivate such Driver's access to the Driver App and the Uber Services. Driver agrees that repeated failure to accept (either directly or via an Uber Affiliate in the Territory acting as an agent) User requests for Transportation Services while Driver is logged in to the Driver App creates a negative experience for Users of Uber's mobile application. Accordingly, Driver agrees that if they are logged in to the Driver App, they will strive to accept (either directly or via an Uber Affiliate in the Territory acting as an agent) a substantial portion of User requests for Transportation Services, and that if they do not wish to provide Transportation Services for a period of time, they will log off of the Driver App.

- 2.4.3. Uber and its Affiliates reserve the right to use, share and display Driver and User ratings and comments in any manner in connection with the business of Uber and its Affiliates without attribution to or approval of Driver. Driver acknowledges that Uber and its Affiliates are distributors (without any obligation to verify) and not publishers of Driver and User ratings and comments, provided that Uber and its Affiliates reserve the right to edit or remove comments in the event that such comments include obscenities or other objectionable content, include an individual's name or other personal information, or violate any privacy laws, other applicable laws or Uber's or its Affiliates' content policies.
- 2.5. **Devices.** If Driver receives any Uber Device(s), Driver acknowledges that such Device(s): (a) are only to be used for the purposes of enabling Driver's access to the Uber Services (such Uber Devices do not allow for telephone calls or SMS not associated with the Uber Services but do include basic functionality such as the Uber Device's calculator, etc.); and (b) may not be transferred, loaned, sold or otherwise provided in any manner to any other party. If Driver elects to use any Driver-Provided Device(s), Driver acknowledges that Uber is not responsible for the acquisition, cost or maintenance of any such Driver-Provided Device(s) or any necessary wireless data plan. Uber shall make available the Driver App for installation on such Driver-Provided Devices. Driver agrees to not provide, distribute or share, or enable the provision, distribution or sharing of, the Driver App (or any data associated therewith) with any third party. Driver will delete and fully remove the Driver App from the Driver-Provided Device in the event that Transportation Company and/or Driver ceases to provide Transportation Services using the Driver-Provided Device. Driver agrees that: (i) use of the Driver App on a Driver-Provided Device requires an active data plan with a wireless carrier associated with the Driver-Provided Device, which data plan will be provided by either Transportation Company or Driver at their own expense; and (ii) use of the Driver App on a Driver-Provided Device as an interface with the Uber Services may consume very large amounts of data through the data plan. Uber advises that Driver-provided Devices only be used under a data plan with unlimited or very high data usage limits, and Uber shall not be responsible or liable for any fees, costs or overage charges associated with any data plan.
- 2.6. **Location Based Services.** Driver acknowledges and agrees that his or her geo-location information must be provided to the Uber Services via a Device in order to provide the Transportation Services. Driver acknowledges and agrees that: (a) his or her geo-location information will be monitored and tracked by the Uber Services when Driver is logged into the Driver App and available to receive requests for Transportation Services, or when Driver is providing Transportation Services; and (b) the approximate location of Driver's

Vehicle will be displayed to the User before and during the provision of Transportation Services to such User. In addition, Uber may monitor, track and share Driver's geo-location information obtained by the Driver App and Device for safety, security, technical, marketing and commercial purposes, including to provide and improve Uber's products and services.

3. **Driver Requirements.** Driver agrees that he or she shall at all times: (a) hold and maintain (i) a valid driver's license with the appropriate level of certification to operate the Vehicle assigned to them, and (ii) all licenses, permits, approvals and authority necessary to provide passenger transportation services to third parties in the Territory; (b) possess the appropriate and current level of training, expertise and experience to provide Transportation Services in a professional manner with due skill, care and diligence; and (c) maintain high standards of professionalism, service and courtesy. Driver agrees that he or she may be subject to certain background and driving record checks from time to time in order to qualify to provide, and remain eligible to provide, Transportation Services. Driver may be deactivated from or otherwise restricted from accessing or using the Driver App or the Uber Services if Driver fails to meet the requirements set forth in this Driver Addendum or if Transportation Provider fails to meet the requirements set forth in the Agreement.
4. **Modification.** From time to time, Driver may be required to enter into updated versions of this Addendum in order to continue to have access to the Driver App and the Uber Services.
5. **Privacy.** Subject to all applicable laws, Uber may provide to a third party any information (including personal data and any Uber Data) about Driver provided under the Agreement, and by entering into this Addendum Driver gives consent to such provision, if: (a) there is a complaint, dispute or conflict, including an accident, between Driver and a User; (b) it is necessary to enforce the terms of the Agreement; (c) it is required, in Uber's or any Affiliate's sole discretion, by applicable law or regulation; (d) it is necessary, in Uber's or any Affiliate's sole discretion, to protect the safety, rights, property or security of Uber, the Uber Services or any third party; to detect, prevent or otherwise address fraud, security or technical issues; and/or to prevent or stop activity which Uber or any of its Affiliates, in their sole discretion, consider to be, or to pose a risk of being, illegal, unethical or legally actionable; or (e) it is required or necessary, in Uber's or any Affiliate's sole discretion, for insurance or other purposes related to Customer's and/or Driver's ability to qualify, or remain qualified, to use the Uber Services. Driver understands that Uber may retain Driver's personal data for legal, regulatory, safety and other necessary purposes after this Agreement is terminated. Uber processes personal data (including that referenced in Section 2.6 above) in accordance with its privacy policy located at www.uber.com/legal.
6. **Insurance.** Driver represents and agrees that he or she holds or is otherwise covered by a valid policy of liability insurance (in industry-standard coverage amounts) which complies with all relevant laws (including the requirements of the Road Traffic Act 1988) with respect to Driver's operation of the Vehicle(s) under this Addendum. Drivers shall notify Uber (or any Affiliate that may be designated by Uber from time to time) as soon as reasonably possible, and in any case within thirty (30) days, of any incident which may give rise to an insurance claim.
7. **No Third Party Beneficiary.** The parties acknowledge that Uber and its Affiliates in the Territory are third party beneficiaries to this Addendum. Uber will have the irrevocable right (and will be deemed to have accepted the right unless this is rejected promptly after receipt of a copy of the executed Addendum) to enforce the Addendum against Transportation Company and Driver as a third party beneficiary thereof.

By clicking "I accept" or signing below (as such may be required by applicable law), Driver expressly acknowledges that he or she: (i) has read and understood this Addendum; (ii) has had the opportunity to consult with others (including an attorney) regarding this Addendum; (iii) agrees to be bound by the terms and conditions of this Addendum; and (iv) is legally competent to enter into this Addendum.

Driver Signature: _____

Name: _____

Date: _____