

## **UBER B.V.**

### **SERVICES AGREEMENT**

Last update: October 20, 2015

This Services Agreement ("*Agreement*") constitutes a legal agreement between an independent company in the business of providing Transportation Services (as defined below) ("*Customer*") and Uber B.V., a private limited liability company established in The Netherlands, having its offices at Vijzelstraat 68, 1017 HL, Amsterdam, The Netherlands, registered at the Amsterdam Chamber of Commerce under number 56317441 ("*Uber*").

Uber provides the Uber Services (as defined below) for the purpose of providing lead generation to Transportation Services providers. The Uber Services enable an authorized transportation provider to provide Transportation Services to an authorized user of Uber's mobile application.

Customer is authorized to provide Transportation Services in the state(s) and jurisdiction(s) in which it operates, and it desires to enter into this Agreement for the purpose of accessing and using the Uber Services to enhance its transportation business.

**Customer acknowledges and agrees that Uber is a technology services provider that does not provide Transportation Services, function as a transportation carrier or agent for the transportation of passengers.**

In order to use the Uber Services, Customer must agree to the terms and conditions that are set forth below. Upon Customer's execution (electronic or otherwise) of this Agreement, Customer and Uber 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. "*City Addendum*" means an addendum or supplemental information to this Agreement setting forth additional Territory-specific terms, as made available and as updated by Uber from time to time.
- 1.3. "*Device*" means an Uber Device or Driver-Provided Device, as the case may be.
- 1.4. "*Driver*" means a principal, employee or contractor of Customer: (a) who meets the then-current requirements of Uber or any of its Affiliates in the Territory to be an active driver using the Uber Services; (b) whom Uber, or any of its Affiliates in the Territory, authorizes to access the Uber Services to provide Transportation Services on behalf of Customer; and (c) who has entered into the Driver Addendum.

- 1.5. *"Driver Addendum"* means the terms and conditions that Customer is required to enter into with a Driver prior to such Driver providing Transportation Services on behalf of Customer (as may be updated by Uber from time to time).
- 1.6. *"Driver App"* means Uber's mobile application that enables transportation providers to access the Uber Services for the purpose of providing Transportation Services to Users, as may be updated or modified by Uber at its discretion from time to time.
- 1.7. *"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.
- 1.8. *"Driver-Provided Device"* means a mobile device owned or controlled by Customer or a Driver: (a) that meets the then-current Uber specifications for mobile devices as set forth at [www.uber.com/byod-devices](http://www.uber.com/byod-devices); and (b) on which the Driver App has been installed as authorized by Uber solely for the purpose of providing Transportation Services.
- 1.9. *"Fare"* has the meaning set forth in Section 4.1.
- 1.10. *"Service Fee"* has the meaning set forth in Section 4.4.
- 1.11. *"Taxi Services"* has the meaning set forth in Section 3.1.
- 1.12. *"Territory"* means the city or metro areas outside of the United States and Mainland China in which Customer and its Drivers are enabled by the Driver App to provide Transportation Services.
- 1.13. *"Tolls"* means any applicable road, bridge, ferry, tunnel and airport charges and fees, including inner-city congestion, environmental or similar charges as reasonably determined by the Uber Services based on available information.
- 1.14. *"Transportation Services"* means the provision of passenger transportation services to Users via the Uber Services in the Territory by Customer and its Drivers using the Vehicles.
- 1.15. *"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.
- 1.16. *"Uber Device"* means a mobile device owned or controlled by Uber that is provided to Customer or a Driver for the purpose of such Driver using the Driver App to provide Transportation Services.
- 1.17. *"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 access to the Driver App and Uber's related software, websites, payment services as described in Section 4 below, and related support services systems, as may be updated or modified by Uber at its discretion from time to time.
- 1.18. *"User"* means an end user authorized by Uber to use Uber's mobile application for the purpose of obtaining Transportation Services offered by Uber's transportation provider customers.
- 1.19. *"User Information"* means information about a User made available to Customer 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.

- 1.20. “*Vehicle*” means any vehicle of Customer that: (a) meets the then-current requirements of Uber or any of its Affiliates in the Territory for a vehicle on the Uber Services; and (b) Uber authorizes for use by a Driver for the purpose of providing Transportation Services on behalf of Customer.

## 2. Use of the Uber Services

- 2.1. **Driver IDs.** Uber will issue Customer a Driver ID for each Driver providing Transportation Services to enable Customer and each Driver to access and use the Driver App on a Device in accordance with the Driver Addendum and this Agreement. Customer agrees that it will, and that it will ensure that its Drivers will, maintain Driver IDs in confidence and not share Driver IDs with any third party other than the Driver associated with such Driver ID for the purpose of providing Transportation Services. Customer will immediately notify Uber of any actual or suspected breach or improper use or disclosure of a 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 a Driver via the Driver App if the Driver is available and in the vicinity of the User. If a Driver accepts (either directly or through an Uber Affiliate in the Territory acting as agent for the Customer/Driver) a User’s request for Transportation Services, the Uber Services will provide certain User Information to such 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. Customer acknowledges and agrees that once a Driver has accepted (either directly or through an Uber Affiliate in the Territory acting as agent for the Customer/Driver) a User’s request for Transportation Services, Uber’s mobile application may provide certain information about the Driver to the User, including the Driver’s first name, contact information, Customer entity name, photo and location, and the Driver’s Vehicle’s make and license plate number. Customer shall not, and shall ensure that all Drivers do not, contact any Users or use any User’s personal data for any reason other than for the purposes of fulfilling Transportation Services. As between Uber and Customer, Customer acknowledges and agrees that: (a) Customer and its Drivers are solely responsible for determining the most effective, efficient and safe manner to perform each instance of Transportation Services; and (b) except for the Uber Services or any Uber Devices (if applicable), Customer shall provide all necessary equipment, tools and other materials, at Customer’s own expense, necessary to perform Transportation Services.
- 2.3. **Customer’s Relationship with Users.** Customer acknowledges and agrees that Customer’s provision of Transportation Services to Users creates a legal and direct business relationship between Customer and the User, to which neither Uber nor any of its Affiliates in the Territory is a party. Neither Uber nor any of its Affiliates in the Territory is responsible or liable for the actions or inactions of a User in relation to the activities of Customer, a Driver or any Vehicle. Customer shall have the sole responsibility for any obligations or liabilities to Users or third parties that arise from its provision of Transportation Services. Customer acknowledges and agrees that it and each Driver are solely responsible for taking such precautions as may be reasonable and proper (including maintaining adequate insurance that meets the requirements of all applicable laws) regarding any acts or omissions of a User or third party. Customer acknowledges and agrees that Uber may release the contact and/or insurance information of Customer and/or a Driver to a User upon such User’s reasonable request. Customer acknowledges and agrees that, unless specifically consented to by a User, neither Customer nor Driver may 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. Customer acknowledges and agrees, and shall ensure that its Drivers agree, that all Users should be transported directly to their specified destination, as directed by the applicable User, without unauthorized interruption or unauthorized stops.

- 2.4. **Customer's Relationship with Uber.** Customer acknowledges and agrees that Uber's provision to Customer of the Driver App and the Uber Services creates a legal and direct business relationship between Uber and Customer. Uber and its Affiliates in the Territory do not, and shall not be deemed to, direct or control Customer or its Drivers generally or in their performance under this Agreement specifically, including in connection with the operation of Customer's business, the provision of Transportation Services, the acts or omissions of Drivers, or the operation and maintenance of any Vehicles. Whilst authorized to provide Transportation Services under this Agreement, Customer and its Drivers retain the sole right to determine when and for how long each of them will utilize the Driver App or the Uber Services. Customer and its Drivers retain the option, via the Driver App, to decline or ignore a User's request for Transportation Services via the Uber Services, or to cancel an accepted request (whether such request was accepted directly or via an Uber Affiliate in the Territory acting as agent) for Transportation Services via the Driver App, subject to Uber's then-current cancellation policies. Customer will not, and will ensure that its Drivers do not: (a) display Uber's or any of its Affiliates' names, logos or colors on any Vehicle(s); or (b) wear a uniform or any other clothing displaying Uber's or any of its Affiliates' names, logos or colors. The foregoing does not apply if Customer and Uber have agreed otherwise or if so required by law. Customer acknowledges and agrees that it has complete discretion to operate its independent business and direct its Drivers at its own discretion, including the ability to provide services at any time to any third party separate and apart from Transportation Services. For the sake of clarity, Customer understands that Customer retains the complete right to provide Transportation Services to its existing customers and to use other software application services in addition to the Uber Services. Uber retains the right to, at any time in Uber's sole discretion, deactivate or otherwise restrict Customer or any Driver from accessing or using the Driver App or the Uber Services in the event of a violation of this Agreement, a violation of a Driver Addendum, Customer's or any Driver's disparagement of Uber or any of its Affiliates, Customer's or any Driver's act or omission that causes harm to Uber's or its Affiliates' brand, reputation or business as determined by Uber in its sole discretion. Uber also retains the right to deactivate or otherwise restrict Customer or any Driver from accessing or using the Driver App or the Uber Services for any other reason at the sole and reasonable discretion of Uber.
- 2.5. **Customer's Relationship with Drivers.** Customer shall have the sole responsibility for any obligations or liabilities to Drivers that arise from its relationship with its Drivers (including provision of Transportation Services). Customer acknowledges and agrees that it exercises sole control over the Drivers and will comply with all applicable laws (including tax, social security and employment laws) governing or otherwise applicable to its relationship with its Drivers. Notwithstanding Customer's right, if applicable, to take recourse against a Driver, Customer acknowledges and agrees that it is at all times responsible and liable for the acts and omissions of its Drivers vis-à-vis Users and Uber, even where such liability may not be mandated under applicable law. Customer shall require each Driver to enter into a Driver Addendum (as may be updated from time to time) and shall provide a copy of each executed Driver Addendum to Uber. Customer acknowledges and agrees that Uber is a third party beneficiary to each Driver Addendum, and that, upon a Driver's execution of the Driver Addendum (electronically or otherwise), Uber will have the irrevocable right (and will be deemed to have accepted the right

unless it is rejected promptly after receipt of a copy of the executed Driver Addendum) to enforce the Driver Addendum against the Driver as a third party beneficiary thereof.

**2.6. Ratings.**

- 2.6.1. Customer acknowledges and 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, the 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. Customer shall instruct all Drivers to provide ratings and feedback in good faith.
- 2.6.2. Customer acknowledges that Uber desires that Users have access to high-quality services via Uber's mobile application. In order to continue to receive access to the Driver App and the Uber Services, each Driver 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 a Driver's average rating falls below the Minimum Average Rating, Uber will notify Customer and may provide the Driver in Uber's discretion, a limited period of time to raise his or her average rating above the Minimum Average Rating. If such Driver does not increase his or her average rating above the Minimum Average Rating within the time period allowed (if any), Uber reserves the right to deactivate such Driver's access to the Driver App and the Uber Services. Additionally, Customer acknowledges and agrees that repeated failure by a Driver to accommodate User requests for Transportation Services while such Driver is logged in to the Driver App creates a negative experience for Users of Uber's mobile application. Accordingly, Customer agrees and shall ensure that if a Driver does not wish to provide Transportation Services for a period of time, such Driver will log off of the Driver App.
- 2.6.3. 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 Customer or the applicable Driver. Customer 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.

**2.7. Devices.**

- 2.7.1. Uber encourages Customer to use Driver-Provided Devices for providing the Transportation Services. Otherwise, Uber will supply Customer upon request with Uber Devices to each authorized Driver and provide the necessary wireless data plan for such Devices, provided that Uber will require reimbursement from Customer for the costs associated with the wireless data plan of each Uber Device and/or request a deposit for each Uber Device. Customer acknowledges and agrees that: (a) Uber Devices may only be used for the purpose of enabling Driver 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)

Uber Devices may not be transferred, loaned, sold or otherwise provided in any manner to any party other than the Driver assigned to use such Uber Device. Uber Devices shall at all times remain the property of Uber, and upon termination of this Agreement or the termination or deactivation of a Driver, Customer agrees to return to Uber the applicable Uber Devices within ten (10) days. Customer acknowledges and agrees that failure to timely return any Uber Devices, or damage to Uber Devices outside of “normal wear and tear”, will result in the forfeiture of related deposits.

- 2.7.2. If Customer elects to use any Driver-Provided Devices: (i) Customer and/or its Drivers are responsible for the acquisition, cost and maintenance of such Driver-Provided Devices as well as any necessary wireless data plan; and (ii) Uber shall make available the Driver App for installation on such Driver-Provided Devices. Uber hereby grants the authorized user of any Driver-Provided Device a personal, non-exclusive, non-transferable user right to install and use the Driver App on a Driver-Provided Device solely for the purpose of providing Transportation Services. Customer agrees to not, and shall cause each applicable Driver 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. The foregoing right shall immediately terminate and Driver will delete and fully remove the Driver App from the Driver-Provided Device in the event that Customer and/or the applicable Driver ceases to provide Transportation Services using the Driver-Provided Device. Customer agrees, and shall inform each applicable Driver 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 Customer or the applicable 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 should 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.

- 2.8. **Location Based Services.** Customer acknowledges and agrees that each Driver’s geo-location information must be provided to the Uber Services via a Device in order to provide Transportation Services. Customer acknowledges and agrees, and shall inform and obtain the consent of each Driver, that: (a) the Driver’s geo-location information will be monitored and tracked by the Uber Services when the Driver is logged into the Driver App and available to provide Transportation Services, or when the Driver is providing Transportation Services; and (b) the approximate location of the 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 a 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. Drivers and Vehicles

- 3.1. **Driver Requirements.** Customer acknowledges and agrees that each Driver 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 such Driver, and (ii) all licenses, permits, approvals and authority applicable to Customer and/or Driver that are 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. Customer acknowledges and agrees that each Driver may be subject to certain background and driving record checks from time to time in order for such Driver to qualify to provide, and remain eligible to provide, Transportation Services. In addition if Customer and/or Driver are using the Uber App to provide Transportation Services in conjunction with operating a taxi ("*Taxi Services*"), such Customer and/or Driver shall comply with all applicable laws with respect thereto. Customer acknowledges and agrees that Uber reserves the right, at any time in Uber's sole discretion, to deactivate or otherwise restrict a Driver from accessing or using the Driver App or the Uber Services if Customer or such Driver fails to meet the requirements set forth in this Agreement or the Driver Addendum.

- 3.2. **Vehicle Requirements.** Customer acknowledges and agrees that each Vehicle shall at all times be: (a) properly registered and licensed to operate as a passenger transportation vehicle in the Territory; (b) owned or leased by Customer, or otherwise in Customer's lawful possession; (c) suitable for performing the passenger transportation services contemplated by this Agreement; and (d) maintained in a safe, roadworthy and good operating condition, consistent with industry safety and maintenance standards for a Vehicle of its kind and any additional standards or requirements in the applicable Territory, and in a clean and sanitary condition which shall include maintaining at all times a valid Ministry of Transport Test Certificate for each Vehicle including, where applicable, in accordance with the terms of any relevant license.
- 3.3. **Documentation.** To ensure Customer's and each of its Drivers' compliance with all requirements in Sections 3.1 and 3.2 above, and to allow Uber and any of its Affiliates in the Territory to comply with their regulatory requirements, Customer must provide Uber with written copies of all such licenses, permits, approvals, authority, registrations and certifications ("*Documentation*") prior to Customer's and the applicable Drivers' provision of any Transportation Services. Thereafter, Customer must submit to Uber written evidence of all such Documentation as it is renewed. Uber shall, upon request, be entitled to review such licenses, permits, approvals, authority, registrations and certifications from time to time, and Customer's failure to provide or maintain any of the foregoing shall constitute a material breach of this Agreement. Uber and any of its Affiliates in the Territory reserve the right to independently verify Customer's and/or any Driver's Documentation from time to time in any way Uber deems appropriate in its reasonable discretion and Customer consents, and represents and warrants that it has obtained consent from each of its Drivers, for Uber or any of its Affiliates in the Territory to undertake such verification.

#### 4. Financial Terms

- 4.1. **Fare Calculation and Customer Payment.** Customer is entitled to charge a fare for each instance of completed Transportation Services provided to a User that are obtained via the Uber Services ("*Fare*"), where such Fare is calculated based upon a base fare amount plus distance (as determined by Uber using location-based services enabled through the Device) and/or time amounts, as detailed at [www.uber.com/cities](http://www.uber.com/cities) for the applicable Territory ("*Fare Calculation*"). Customer is also entitled to charge User for any Tolls, taxes or fees incurred during the provision of Transportation Services, if applicable. Customer: (i) appoints Uber as Customer's limited payment collection agent solely for the purpose of accepting the Fare, applicable Tolls and, depending on the region and/or if requested by Customer, applicable taxes and fees from the User on behalf of the Customer via the payment processing functionality facilitated by the Uber Services; and (ii) agrees that payment made by User to Uber shall be considered the same as payment made directly by User to Customer. In addition, the parties acknowledge and agree

that as between Customer and Uber, the Fare is a recommended amount, and the primary purpose of the pre-arranged Fare is to act as the default amount in the event Customer does not negotiate a different amount. Customer shall always have the right to: (i) charge a fare that is less than the pre-arranged Fare; or (ii) negotiate, at Customer's request, a Fare that is lower than the pre-arranged Fare (each of (i) and (ii) herein, a "*Negotiated Fare*"). Uber shall consider all such requests from Customer in good faith. Uber agrees to remit to Customer on at least a weekly basis: (a) the Fare less the applicable Service Fee; (b) the Tolls; and (c) depending on the region, certain taxes and ancillary fees. If Customer has separately agreed, other amounts may be deducted from the Fare prior to remittance to Customer (*e.g.*, vehicle financing payments, lease payments, mobile device usage charges, etc.), the order of those deductions from the Fare to be determined exclusively by Uber. Notwithstanding anything to the contrary in this Section 4.1, if Customer is providing Taxi Services, the following shall apply: (x) the Fare is calculated pursuant to local taxi regulations in the Territory; (y) Customer or Driver agrees to enter the exact Fare amount (as indicated by the official taxi meter in the Vehicle) into the Driver App upon completion of an instance of Transportation Services; and (z) in some jurisdictions, Users will pay such Customer or Driver directly rather than through Uber's mobile application (Uber will notify Customer if (z) is applicable in its Territory).

- 4.2. **Changes to Fare Calculation.** Uber reserves the right to change the Fare Calculation at any time in Uber's discretion based upon local market factors, and Uber will provide notice to Customer in the event of such change that would result in a change in the recommended Fare. Continued use of the Uber Services after any such change in the Fare Calculation shall constitute Customer's consent to such change.
- 4.3. **Fare Adjustment.** Uber and/or its Affiliates in the Territory reserve the right to: (i) adjust the Fare for a particular instance of Transportation Services (*e.g.*, Driver took an inefficient route, Driver fails to properly end a particular instance of Transportation Services in the Driver App, technical error in the Uber Services, etc.); or (ii) cancel the Fare for a particular instance of Transportation Services (*e.g.*, a User is charged for Transportation Services that were not provided, in the event of a User complaint, fraud, etc.). Uber's decision to reduce or cancel the Fare in any such manner shall be exercised in a reasonable manner.
- 4.4. **Service Fee.** In consideration of Uber's provision of the Uber Services, Customer agrees to pay Uber a service fee on a per Transportation Services transaction basis calculated as a percentage of the Fare (regardless of any Negotiated Fare), as provided to Customer via email or otherwise made available electronically by Uber from time to time for the applicable Territory ("*Service Fee*"). Unless regulations applicable to Customer's Territory require otherwise, taxes will be calculated and charged on the Fare, and Uber shall calculate the Service Fee based on the Fare inclusive of such taxes. Uber reserves the right to change the Service Fee at any time in Uber's discretion based upon local market factors, and Uber will provide notice to Customer in the event of such change. Continued use of the Uber Services after any such change in the Service Fee calculation shall constitute Customer's consent to such change. In addition, with respect to Taxi Services in the applicable Territory, Customer agrees to pay Uber a booking fee in consideration of Uber's provision of the Driver App and the Uber Services.
- 4.5. **Cancellation Charges.** Customer acknowledges and agrees that Users may elect to cancel requests for Transportation Services that have been accepted by a Driver (either directly or via Uber's Affiliate in the Territory acting as agent) at any time prior to the Driver's arrival. In the event that a User cancels an accepted request for Transportation Services, Uber may charge the User a cancellation fee on behalf of the Customer. If charged, this cancellation fee shall be



deemed the Fare for the cancelled Transportation Services for the purpose of remittance to Customer hereunder ("*Cancellation Fee*"). The parties acknowledge that and agree that as between Customer and Company, this Cancellation Fee is a recommended amount, and the primary purpose of such Cancellation Fee is to act as the default amount in the event Customer does not negotiate a different amount. Customer shall always have the right to: (i) charge a cancellation fee that is less than the Cancellation Fee; or (ii) negotiate, at Customer's request, a cancellation fee that is lower than the Cancellation Fee (each of (i) and (ii) herein, a "*Negotiated Cancellation Fee*"). If charged, the Cancellation Fee (regardless of any Negotiated Cancellation Fee) shall be deemed the Fare for the cancelled Transportation Services for the purpose of remittance to the Customer hereunder.

- 4.6. **Receipts.** As part of the Uber Services, Uber provides Customer a system for the delivery of receipts to Users for Transportation Services rendered. Upon the completion of Transportation Services for a User by a Driver, Uber prepares an applicable receipt and issues such receipt to the User via email on behalf of the Customer and applicable Driver. Such receipts are also provided via email or the online portal available to the Customer on the Uber Services. Receipts include the breakdown of amounts charged to the User for Transportation Services and may include specific information about the Customer and applicable Driver, including the Customer's entity name and contact information and the Driver's name and photo, as well as a map of the route taken by the Driver. Customer shall inform Drivers that any corrections to a User's receipt for Transportation Services must be submitted to Uber in writing within three (3) business days after the completion of such Transportation Services. Absent such a notice, Uber shall not be liable for any mistakes in or corrections to the receipt or for recalculation or disbursement of the Fare.
- 4.7. **No Additional Amounts.** Customer acknowledges and agrees that, for the mutual benefit of the parties, through advertising and marketing, Uber and its Affiliates may seek to attract new Users to Uber and to increase existing Users' use of Uber's mobile application. Customer acknowledges and agrees such advertising or marketing does not entitle Customer to any additional monetary amounts beyond the amounts expressly set forth in this Agreement.
- 4.8. **Taxes.** Customer acknowledges and agrees that it is required to: (a) complete all tax registration obligations and calculate and remit all tax liabilities related to the provision of Transportation Services as required by applicable law; and (b) provide Uber with all relevant tax information (including a valid VAT number belonging to Customer and/or any Driver, if obtaining a VAT number is required of Customer and/or any Driver by applicable law). Customer further acknowledges and agrees that Customer and each of its Drivers are responsible for taxes on their own income arising from the performance of Transportation Services. Notwithstanding anything to the contrary in this Agreement, Uber may in its reasonable discretion based on applicable tax and regulatory considerations, collect and remit taxes resulting from Customer's and/or any Driver's provision of Transportation Services and/or provide any of the relevant tax information Customer and/or any Driver has provided pursuant to the foregoing requirements in this Section 4.8 directly to the applicable governmental tax authorities on Customer's and/or the applicable Driver's behalf or otherwise.

## 5. **Proprietary Rights; License**

- 5.1. **License Grant.** Subject to the terms and conditions of this Agreement, Uber hereby grants Customer a non-exclusive, royalty-free, non-transferable, non-sublicensable, non-assignable license, during the term of this Agreement, to use (and allows its Drivers to use) the Driver App in connection with the provision by Uber of the Uber Services solely for the purpose of providing

Transportation Services to Users and tracking resulting Fares and Fees. All rights not expressly granted to Customer are reserved by Uber, its Affiliates and their respective licensors.

- 5.2. **Restrictions.** Customer shall not, and shall not allow any other party to: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party the Uber Services, Driver App or any Uber Device in any way; (b) modify or make derivative works based upon the Uber Services or Driver App; (c) improperly use the Uber Services or Driver App, including creating Internet “links” to any part of the Uber Services or Driver App, “framing” or “mirroring” any part of the Uber Services or Driver App on any other websites or systems, or “scraping” or otherwise improperly obtaining data from the Uber Services or Driver App; (d) reverse engineer, decompile, modify, or disassemble the Uber Services or Driver App, except as allowed under applicable law; or (e) send spam or otherwise duplicative or unsolicited messages. In addition, Customer shall not, and shall not allow any other party to, access or use the Uber Services or Driver App to: (i) design or develop a competitive or substantially similar product or service; (ii) copy or extract any features, functionality, or content thereof; (iii) launch or cause to be launched on or in connection with the Uber Services an automated program or script, including web spiders, crawlers, robots, indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burden or hinder the operation and/or performance of the Uber Services; or (iv) attempt to gain unauthorized access to the Uber Services or its related systems or networks, all except to the extent such actions must be allowed under Dutch law.
- 5.3. **Ownership.** The Uber Services, Driver App and Uber Data, including all intellectual property rights therein, and the Uber Devices are and shall remain the property of Uber, its Affiliates or their respective licensors. Neither this Agreement nor Customer’s use of the Uber Services, Driver App or Uber Data conveys or grants to Customer any rights: (a) in or related to the Uber Services, Driver App or Uber Data, except for the limited license granted above; or (b) to use or reference in any manner Uber’s, its Affiliates’, or their respective licensors’ company names, logos, product and service names, trademarks, service marks or other indicia of ownership. Additionally, Customer acknowledges Uber’s rights in its 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*”). Customer agrees it will not, and it will ensure that its Drivers do 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.

## 6. Confidentiality

- 6.1. Each party acknowledges and agrees that in the performance of this Agreement it may have access to or may be exposed to, directly or indirectly, confidential information of the other party (“*Confidential Information*”). Confidential Information includes Uber Data, Driver IDs, User Information, and the transaction volume, marketing and business plans, business, financial, technical, operational and such other non-public information of each party (whether disclosed in writing or verbally) that such party designates as being proprietary or confidential or of which the other party should reasonably know that it should be treated as confidential.
- 6.2. Each party acknowledges and agrees that: (a) all Confidential Information shall remain the exclusive property of the disclosing party; (b) it shall not use Confidential Information of the other party for any purpose except in furtherance of this Agreement; (c) it shall not disclose Confidential Information of the other party to any third party, except to its employees, officers,

contractors, agents and service providers ("*Permitted Persons*") as necessary to perform under this Agreement, provided Permitted Persons are bound in writing to obligations of confidentiality and non-use of Confidential Information no less protective than the terms hereof; and (d) it shall return or destroy all Confidential Information of the disclosing party upon the termination of this Agreement or at the request of the other party (subject to applicable law and, with respect to Uber, its internal record-keeping requirements).

- 6.3. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (a) is or becomes part of the public domain through no act or omission on the part of the receiving party; (b) was possessed by the receiving party prior to the date of this Agreement without an obligation of confidentiality; (c) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto; or (d) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, provided the receiving party notifies the disclosing party thereof and provides the disclosing party a reasonable opportunity to contest or limit such required disclosure.
7. **Privacy.** Subject to all applicable laws, Uber may provide to a third party any information (including personal data and any Uber Data) about Drivers provided hereunder if: (a) there is a complaint, dispute or conflict, including an accident, between a 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 (1) protect the safety, rights, property or security of Uber, the Uber Services or any third party, (2) detect, prevent or otherwise address fraud, security or technical issues, and/or (3) 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. Customer understands that Uber may retain Customer's and/or 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 2.8 above) in accordance with its privacy policy located at [www.uber.com/legal](http://www.uber.com/legal).

## 8. Insurance

- 8.1. Customer agrees to maintain during the term of this Agreement on all Vehicles operated by Customer and its Drivers commercial automobile liability insurance that provides protection against bodily injury and property damage to third parties at levels of coverage that satisfy all applicable laws in the Territory. This coverage must also include any no-fault coverage required by law in the Territory that may not be waived by an insured.
- 8.2. Customer agrees to maintain during the term of this Agreement commercial general liability insurance that provides protection against personal injury, advertising injury and property damage to third parties at levels of coverage required by all applicable laws in the Territory.
- 8.3. Customer agrees to maintain during the term of this Agreement workers' compensation insurance as required by all applicable laws in the Territory. If permitted by applicable law, Customer may choose to insure itself against industrial injuries by maintaining occupational accident insurance in place of workers' compensation insurance. Customer's subcontractors may also, to the extent permitted by applicable law, maintain occupational accident insurance in place of workers' compensation insurance.

- 8.4. Customer shall add Uber (or any Affiliate which may be designated by Uber from time to time) to Customer's insurance policies required in Sections 8.1 and 8.2 above as an additional insured, and shall, upon Uber's request, provide Uber with a copy of such insurance certificate(s) within seven (7) days of such request. Uber may, at any time, verify Customer's and its Drivers' insurance coverage with insurance providers or third parties.
- 8.5. Customer shall, and shall ensure that its 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.

## 9. Representations and Warranties; Disclaimers

- 9.1. **By Customer.** Customer hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws in its performance of this Agreement, including holding and complying with all permits, licenses, registrations and other governmental authorizations necessary to provide (i) Transportation Services using the Drivers and Vehicles pursuant to this Agreement, and (ii) passenger Transportation Services to third parties in the Territory generally; and (e) it shall require all Drivers to comply with the Driver Addendum, the applicable terms and conditions set forth in this Agreement and all applicable laws.
- 9.2. **Disclaimer of Warranties.** Uber provides, and Customer accepts, the Uber Services, Driver App and the Uber Devices on an "as is" and "as available" basis. Neither Uber nor any of its Affiliates in the Territory represents, warrants or guarantees that Customer's or any Driver's access to or use of the Uber Services, Driver App or the Uber Devices: (a) will be uninterrupted or error free; or (b) will result in any requests for Transportation Services. Uber functions as an on-demand lead generation and related service only and makes no representations, warranties or guarantees as to the actions or inactions of the Users who may request (either directly or via an Uber Affiliate in the Territory acting as agent) or receive Transportation Services from Customer or any Driver hereunder, and Uber need not screen or otherwise evaluate Users. By using the Uber Services and Driver App, Customer acknowledges and agrees that Customer or a Driver may be introduced to a third party (including Users) that may pose harm or risk to Customer, a Driver or other third parties. Customer and Drivers are advised to take reasonable precautions with respect to interactions with third parties encountered in connection with the use of the Uber Services or Driver App. Notwithstanding Uber's appointment as the limited payment collection agent of Customer for the purpose of accepting payment from Users on behalf of Customer as set forth in Section 4 above, Uber expressly disclaims all liability for any act or omission of Customer, any Driver, any User or other third party.
- 9.3. **No Service Guarantee.** Neither Uber nor any of its Affiliates in the Territory guarantees the availability or uptime of the Uber Services or Driver App. Customer acknowledges and agrees that the Uber Services or Driver App may be unavailable at any time and for any reason (*e.g.*, due to scheduled maintenance or network failure). Further, the Uber Services or Driver App may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications, and neither Uber nor any of its Affiliates in the Territory is responsible for any delays, delivery failures, or other damages, liabilities or losses resulting from such problems.

## 10. Indemnification

- 10.1. Customer shall indemnify, defend (at Uber's option) and hold harmless Uber and its Affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses (including legal fees), damages, penalties, fines, social security contributions and taxes arising out of or related to: (a) Customer's breach of its representations, warranties or obligations under this Agreement; or (b) a claim by a third party (including Users, regulators and governmental authorities) directly or indirectly related to Customer's provision of Transportation Services or use of the Uber Services.
- 10.2. As between Customer and Uber, Customer is and shall be solely responsible for its Drivers' provision of Transportation Services. As such, Customer shall indemnify, defend (at Uber's option) and hold harmless Uber and its Affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses (including legal fees), damages, penalties, fines, social security contributions and taxes directly or indirectly arising out of or related to its Drivers' provision of Transportation Services or use of the Uber Services.

11. **Limits of Liability.** Uber and its Affiliates shall not be liable under or related to this Agreement for any of the following, whether based on contract, tort or any other legal theory, even if a party has been advised of the possibility of such damages: (i) any incidental, punitive, special, exemplary, consequential, or other indirect damages of any type or kind; or (ii) Customer's, Driver's or any third party's property damage, or loss or inaccuracy of data, or loss of business, revenue, profits, use or other economic advantage. Except for Uber's obligations to pay amounts due to Customer pursuant to Section 4 above, but subject to any limitations or other provisions contained in this Agreement which are applicable thereto, in no event shall the liability of Uber or its Affiliates under this Agreement exceed the amount of Service Fees actually paid to or due to Uber hereunder in the six (6) month period immediately preceding the event giving rise to such claim.

Customer acknowledges and agrees that any and all claims Customer has or purports to have against Uber and/or its Affiliates should be notified to Uber and/or its Affiliates within one (1) year after the event(s) that gave rise to such claim and that Customer forfeits all rights in respect of that claim if Customer fails to do so. Nothing in this Section 11 purports to limit or exclude liability that cannot be limited or excluded by applicable law.

## 12. Term and Termination

- 12.1. **Term.** This Agreement shall commence on the date that the Agreement is executed by Customer (electronically or otherwise) and shall continue until terminated as set forth herein.
- 12.2. **Termination.** Either party may terminate this Agreement: (a) without cause at any time upon seven (7) days prior notice to the other party; (b) immediately, without notice, for the other party's material breach of this Agreement; or (c) immediately, without notice, in the event of the insolvency or bankruptcy of the other party, or upon the other party's filing or submission of request for suspension of payment (or similar action or event) against the terminating party. In addition, Uber may terminate this Agreement or deactivate Customer or a particular Driver immediately, without notice, with respect to Customer and/or any Driver in the event Customer and/or any Driver, as applicable, no longer qualifies, under applicable law or the standards and policies of Uber, to provide Transportation Services or to operate the Vehicle, or as otherwise set forth in this Agreement.

- 12.3. **Effect of Termination.** Upon termination of the Agreement, Customer and all Drivers, as applicable, shall: (a) promptly return to Uber all Uber Devices; and (b) immediately delete and fully remove the Driver App from any applicable Driver-Provided Devices. Outstanding payment obligations and Sections 1, 2.3, 2.5, 2.6.3, 4.7, 4.8, 5.3, 6, 7, 9, 10, 11, 12.3, 13, 14 and 15 shall survive the termination of this Agreement.

### 13. Relationship of the Parties

- 13.1. Except as otherwise expressly provided herein with respect to Uber acting as the limited payment collection agent solely for the purpose of collecting payment from Users on behalf of Customer, the relationship between the parties under this Agreement is solely that of independent contractors. The parties expressly agree that: (a) this Agreement is not an employment agreement, nor does it create an employment relationship (including from a labor law, tax law or social security law perspective), between Uber (or any of its Affiliates in the Territory) and a Customer or any Driver; and (b) no joint venture, partnership, or agency relationship exists between Uber and Customer or Uber and any Driver.
- 13.2. Customer has no authority to bind Uber and undertakes not to hold itself out, and to ensure that each Driver does not hold himself or herself out, as an employee, agent or authorized representative of Uber or its Affiliates. Where, by implication of mandatory law or otherwise, Customer or any Driver may be deemed an employee, agent or representative of Uber, Customer undertakes and agrees to indemnify, defend (at Uber's option) and hold Uber and its Affiliates harmless from and against any claims by any person, entity, regulators or governmental authorities based on such implied employment, agency or representative relationship.
- 13.3. Customer expressly acknowledges and agrees that by agreeing to the terms and conditions of this Agreement, Customer intends to perform Transportation Services in a non-incidental manner and, as such, Uber will consider Customer and its Drivers to be taxable persons in accordance with all applicable VAT and indirect tax legislation.

### 14. Miscellaneous Terms

- 14.1. **Modification.** Uber reserves the right to modify the terms and conditions of this Agreement or the Driver Addendum at any time, effective upon publishing an updated version of this Agreement or the Driver Addendum, as applicable, on the online portal available to Customer on the Uber Services. Uber reserves the right to modify any information referenced at hyperlinks from this Agreement from time to time. Customer hereby acknowledges and agrees that, by using the Uber Services, or downloading, installing or using the Driver App, Customer is bound by any future amendments and additions to this Agreement, information referenced at hyperlinks herein, or documents incorporated herein, including with respect to Fare Calculations. Continued use of the Uber Services or Driver App after any such changes shall constitute Customer's consent to such changes.
- 14.2. **Supplemental Terms.** Supplemental terms may apply to Customer's and Driver's use of the Uber Services, such as use policies or terms related to certain features and functionality, which may be modified from time to time ("*Supplemental Terms*"). Customer may be presented with certain Supplemental Terms from time to time. Supplemental Terms are in addition to, and shall be deemed a part of, this Agreement. Supplemental Terms shall prevail over this Agreement in the event of a conflict.

- 14.3. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable (part of the) provision with a (part of a) provision that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable (part of the) provision, given the contents and purpose of this Agreement.
- 14.4. **Assignment.** Customer may not assign or transfer this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of the other party. Uber may assign or transfer this Agreement or any or all of its rights or obligations hereunder, in whole or in part, under this Agreement from time to time without consent.
- 14.5. **Entire Agreement.** This Agreement, including the recitals and all Supplemental Terms, constitutes the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In this Agreement, the words “including” and “include” mean “including, but not limited to.” The recitals form a part of this Agreement.
- 14.6. **No Third Party Beneficiaries.** Save where this agreement expressly confers rights on Uber Affiliates in the Territory, the parties acknowledge that there are no third party beneficiaries to this Agreement. Nothing contained in this Agreement is intended to or shall be interpreted to create any third party beneficiary claims.
- 14.7. **Notices.** Any notice delivered by Uber to Customer under this Agreement will be delivered by email to the email address associated with Customer’s account or by posting on the online portal available to the Customer on the Uber Services. Any notice delivered by Customer to Uber under this Agreement will be delivered by contacting Uber at <http://partners.uber.com> in the “Contact Us” section. Additional Territory-specific notices may be required from time to time.
15. **Governing Law; Arbitration.** Except as otherwise set forth in this Agreement, this Agreement shall be exclusively governed by and construed in accordance with the laws of The Netherlands, excluding its rules on conflicts of laws. The Vienna Convention on the International Sale of Goods of 1980 (CISG) shall not apply. Any dispute, conflict or controversy, howsoever arising out of or broadly in connection with or relating to this Agreement, including those relating to its validity, its construction or its enforceability, shall be first mandatorily submitted to mediation proceedings under the International Chamber of Commerce Mediation Rules (“*ICC Mediation Rules*”). If such dispute has not been settled within sixty (60) days after a Request for Mediation has been submitted under such ICC Mediation Rules, such dispute can be referred to and shall be exclusively and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce (“*ICC Arbitration Rules*”). The ICC Rules’ Emergency Arbitrator provisions are excluded. The dispute shall be resolved by one (1) arbitrator to be appointed in accordance with the ICC Rules. The place of arbitration shall be Amsterdam, The Netherlands. The language of the arbitration shall be English. The existence and content of the mediation and arbitration proceedings, including documents and briefs submitted by the parties, correspondence from and to the ICC, correspondence from the mediator, and correspondence, orders and awards issued by the sole arbitrator, shall remain strictly confidential and shall not be disclosed to any third party without the express written consent from the other party unless (i) the disclosure to the third party is reasonably required in the context of conducting the mediation or arbitration proceedings, and (ii) the third party agrees unconditionally in writing to be bound by the confidentiality obligation stipulated herein.

By clicking “I accept” or signing below (as such may be required by applicable law), Customer expressly acknowledges that Customer has read, understood, and taken steps to thoughtfully consider the consequences of this Agreement, that Customer agrees to be bound by the terms and conditions of this Agreement, and that Customer is legally competent to enter into this Agreement with Uber.

Customer Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_