

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

BARBARA E. FIGARI (SBN 251942)  
**THE FIGARI LAW FIRM**  
A Professional Corporation  
117 East Colorado Boulevard, Suite 600  
Pasadena, California 91101  
Telephone (626) 486-2620  
Facsimile (877) 459-3540  
[barbara@figarilaw.com](mailto:barbara@figarilaw.com)

Attorneys for Plaintiff  
SAMUEL WARD SPANGENBERG

**ELECTRONICALLY  
FILED**  
*Superior Court of California,  
County of San Francisco*  
**10/05/2016**  
**Clerk of the Court**  
BY:VANESSA WU  
Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN FRANCISCO**

SAMUEL WARD SPANGENBERG, an  
individual, on behalf of himself and all  
others similarly situated,

Plaintiff,

vs.

UBER TECHNOLOGIES, INC. and DOES  
1-50, inclusive,

Defendants.

) Case No. CGC-16-552156

) **DECLARATION OF SAMUEL WARD  
SPANGENBERG FILED IN  
OPPOSITION TO DEFENDANT'S  
MOTION TO COMPEL ARBITRATION**

)  
)  
) Hearing Date: October 19, 2016  
) Hearing Time: 9:30 a.m.  
) Department: 302

**DECLARATION OF SAMUEL WARD SPANGENBERG**

I, Samuel Ward Spangenberg, declare as follows:

1. I am over the age of eighteen, and make this declaration based upon my own personal knowledge. If called, I would competently testify to the matters stated herein.
2. I am the plaintiff in the above entitled action. I was previously employed by Uber Technologies, Inc. as a Forensic Investigator. During my employment, I reported to Uber, and namely John Flynn and Andrew Wegley, numerous issues critical to the success of Uber’s Security Response Team.
3. Specifically, I complained that Uber did not have regard for data protection, including, among other items, that payroll information for all Uber employees was contained in an unsecure Google spreadsheet. I also reported that Uber’s lack of security regarding its customer data was resulting in Uber employees being able to track high profile politicians, celebrities, and even personal acquaintances of Uber employees, including ex-boyfriends/girlfriends, and ex-spouses. I also reported that Uber’s lack of security, and allowing all employees to access this information (as opposed to a small security team) was resulting in a violation of governmental regulations regarding data protection and consumer privacy rights.
4. For example, Uber collected data regarding every ride a user requested, their username, the location the ride was requested from, the amount they paid, the device used to request the ride (i.e., iPhone, Droid, etc.), the name and email of the customer, and a myriad of other data that the user may or may not know they were even providing to Uber by requesting a ride. Attached hereto as Exhibit A is a true and correct copy of the data related to any Uber rides I took as a consumer, which was retained by Uber, and is

1 representative of certain of the concerns I had regarding compliance with State and/or  
2 Federal laws.

3  
4 5. During my employment, I also reported that Uber lacked security regarding its storage  
5 of driver information, including social security numbers, which were available, again, to  
6 all Uber employees, without regard to any particular level of employment or security  
7 clearance. I further reported that Uber lacked privacy safeguards related to records of  
8 stock sales and transfers to Uber employees and other purchasers.

9  
10 6. During my employment, I also objected to the fact that Uber's Vulnerability  
11 Management Policy, while purportedly designed to ensure the security of data,  
12 specifically stated, in writing, that the policy could not be followed if Uber deemed there  
13 was a "legitimate business purpose" for not doing so, or if a Director level employee or  
14 above permitted such an exception.

15  
16 7. Finally, I objected to Uber's protocols in place to deal with raids on Uber's local offices.  
17 For example, as part of Uber's Incident Response Team, I would be called when  
18 governmental agencies raided Uber's offices due to concerns regarding noncompliance  
19 with governmental regulations. In those instances, Uber would lock down the office and  
20 immediately cut all connectivity so that law enforcement could not access Uber's  
21 information. I would then be tasked with purchasing all new equipment for the office  
22 within the day, which I did when Uber's Montreal office was raided.

23  
24 8. During my employment with Uber, I always took extreme caution to retain data which  
25 was the subject of any litigation holds. I never deleted any emails or crashplan logs, or  
26 any other information which belonged to Uber. In contrast, Uber routinely deleted files  
27 which were subject to litigation holds, which was another practice I objected to when  
28 reporting my concerns to Flynn and Wegley.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

9. I was presented with an offer of employment and was required execute all documents provided to me with the offer letter. I was not permitted the opportunity to have an attorney review the documents I was signing. I never intended to give up any rights, and understood from the paragraph stating that I could file with the EEOC or a Department of Labor that I was being apprised I *could* proceed in Court, as that language did not, to me, mean that I was giving up my rights to a jury trial for those claims.

10. Attached hereto as Exhibit B is a true and correct copy of the employee handbook issued to me by Uber after I began my employment.

I declare, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct. Signed this 5<sup>th</sup> day of October, 2016 at San Francisco, California.

DocuSigned by:  
*Samuel Ward Spangenberg*  
B7AF4092FE814CE...  
Samuel Ward Spangenberg

# **EXHIBIT A**

_loaded_at	53:01.1	43:29.5	46:56.0	27:25.7	41:21.4	42:34.3	46:35.5	46:35.5	55:13.1	27:01.2	
_src	a71f9042b5	a71f9042b5	6b5aad1d7f	6b5aad1d7f	6b5aad1d7f	6b5aad1d7f	6b5aad1d7f	6b5aad1d7f	6b5aad1d7f	bece5b56c0	8c5bd090dd
_offset	2014/10/22-0000000000 6946317421	2014/11/18-0000000005 0913758097	2015/03/31-0000000154 6887257699	2015/04/02-0000000159 9644258547	2015/05/08-0000000286 4606452575	2015/04/23-0000000229 9624495429	2015/08/18-0000000831 3465576586	2015/08/18-0000000831 5144174836	2015/10/05-0000000000 0081715722	2015/11/29-0000000000 0027087920	
trip_uuid	4c74bb76-358f-4a56-8a60-54ca9914ae61	9d3df3b2-7207-4031-93a2-6243e1db4a63	8b34ff6f-07e6-47d1-85a1-33f98182b6cc	9064e5d2-0e7f-440e-ae04-12490185ebc8	8f10bd07-6033-49ba-8d2c-512e7738c4a5	a2ab9db8-5158-4474-8a2e-1fdf68782e8f	2fcd09e6-37ec-41c0-a346-5a7585e76aad	dab341ed-3003-4d73-9338-e3f73ee7e3ee	b0b4034b-1c00-4267-92c7-cfd65f39991c	e16f4e05-7825-42d4-8b5d-5d262f1bc990	
client_id	3280389	3280389	3280389	3280389	3280389	3280389					
created_at	49:36.0	38:17.6	40:46.9	12:59.8	49:24.8	54:00.3	17:21.2	11:30.5	23:46.2	27:02.5	
trip_request_hour	19	22	14	16						5	
vehicle_view_id		174	8	8						8	
city_id		10	1	1	1	1	1	1	136	1	
country_id		1	1	1	1	1	1	1	1	1	
has_ambiguous_billing_country	FALSE	FALSE	FALSE	FALSE						FALSE	
last_confirmed_mobile_country_matches_user_country	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	
has_ride_allowed_low_risk_tag		FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	
pp_cc_uid_deleted_count		1	3	3	3	3	4	4	4	4	
fares_preceding7days		0	95.85	156.05	134.47	263.09	163.87	125.66	194.07	310.14	
sift_science_score		0.009646	0.009646	0.009646							
ltd_unfulfilled_count		1	1	1	1	1	1	1	1	1	
model_version	random_forest.v4	random_forest.v8	random_forest.v15	random_forest.v15						random_forest.v15	
arrear_count		0	0	0	0	0	0	0	0	0	
app_device		iphone	iphone	iphone						iphone	

billing_mobile_country_match	TRUE	TRUE	TRUE	TRUE						
shared_arrear_amount		0	0	0	0	0	0	0	0	0
total_num_active_payment_profiles		1	3	3	4	4	4	4	4	4
cardio_done		TRUE	FALSE	FALSE	FALSE	FALSE	TRUE	TRUE	TRUE	TRUE
uses_google_wallet		FALSE	FALSE	FALSE						FALSE
paypal_count		0	0	0	0	0	0	0	0	0
total_billing_country_id		1	1	1	1	1	1	1	1	2
pp_cc_id_count		2	6	6	6	6	7	7	7	5
payment_profile_scanned		TRUE	FALSE	FALSE						FALSE
has_ambiguous_mobile_country	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE
vehicle_view_name	UberX	UberX	UberX	UberX						UberX
google_wallet_count		0	0	0	0	0	0	0	0	0
last_confirmed_match_current	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE
pp_cc_uid_count		2	6	6	6	6	6	6	6	4
score	98.85511	97.25555	17	18						14
payment_profile_count		2	6	6	7	7	8	8	9	10
signup_with_promo	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE
pp_cc_uid_banned_count		1	1	1	1	1	1	1	1	1
has_confirmed_email	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE
is_banned_device		FALSE	FALSE	FALSE						FALSE
email	wardspan@mac.com	wardspan@mac.com	ward@uber.com	ward@uber.com	ward@uber.com	ward@uber.com	ward@uber.com	ward@uber.com	ward@uber.com	ward@uber.com
account_age_in_seconds		34392872	45855422	46033755	49149940	47854215	57957216	57960465	62115601	66817397

has_ride_denied_high_risk_tag		FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE
payment_profile_banned_count		1	1	1	1	1	1	1	1	1
firstname	Ward	Ward	Ward	Ward	Ward	Ward	Ward	Ward	Ward	Ward
lastname	Spangenberg	Spangenberg	Spangenberg	Spangenberg	Spangenberg	Spangenberg	Spangenberg	Spangenberg	Spangenberg	Spangenberg
payment_profile_deleted_count		1	3	3	3	3	4	4	5	6
has_opted_in_sms_marketing	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE
user_mobile_country_match	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE
signup_trip_city_match	TRUE	FALSE	TRUE	TRUE						TRUE
banned_users_with_shared_payment_count		0	0	0	0	0	0	0	0	0
in_fraud_geofence		FALSE	FALSE	FALSE						FALSE
has_ride_denied_honey_pot_tag		FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE
raw_score	0.5	0.090909	1.4	1.6						0.8
ltd_completed_fare		106.49	418.95	530	1418.06	1085.84	3165.47	3165.47	4323.93	5079.5
shared_arrear_count		0	0	0	0	0	0	0	0	0
ltd_faresplit_count		0	0	0	0	0	0	0	0	0
request_loc	[u'', u'']	[47.6225189, -122.36381]				[37.9470016016, -122.5249890425]				[37.800233, -122.437611]
trip_request_time		#####								
payment_profile_prepaid		FALSE	FALSE	FALSE						FALSE





pcc_decline_zips		0	0	0	0	0	0	0	0	0
pcc_declines		0	0	0	0	0	0	0	0	0
pcc_1000_declines		0	0	0	0	0	0	0	0	0
pcc_2053_declines		0	0	0	0	0	0	0	0	0
payment_profile_banned		FALSE	FALSE	FALSE						FALSE
pcv_declines		4	14	15	19	17	38	38	49	49
pcv_decline_types		2	4	4	4	4	4	4	4	4
pcv_decline_zips		1	1	1	1	1	1	1	1	1
pcv_decline_countries		1	1	1	1	1	1	1	1	1
pcv_2000_declines		0	1	1	1	1	1	1	1	1
pcv_2005_declines		2	2	2	2	2	2	2	2	2
pcv_2010_declines		0	0	0	0	0	0	0	0	0
pcv_2046_declines		0	1	1	1	1	1	1	1	1
pcv_2047_declines		0	0	0	0	0	0	0	0	0
pcv_2053_declines		0	0	0	0	0	0	0	0	0
pcv_2057_declines		0	0	0	0	0	0	0	0	0
pp_cc_uid_prepaid_count		0	0	0	0	0	0	0	0	0
users_with_shared_payment_count			0	0	0	0	1	1	1	1
pcc_decline_issuing_country_ids			0	0	0	0	0	0	0	0
pcc_issuing_billing_country_id_mismatches			0	0	0	0	0	0	0	0
pcc_decline_firstnames			0	0	0	0	0	0	0	0
pcc_decline_lastnames			0	0	0	0	0	0	0	0
pcc_decline_mobiles			0	0	0	0	0	0	0	0
pcc_decline_debits			0	0	0	0	0	0	0	0
pcc_decline_prepaids			0	0	0	0	0	0	0	0

pcc_decline_google_wallets			0	0	0	0	0	0	0	0
shared_arrear_by_device_count			0	0	0	0	0	0	0	0
shared_arrear_by_device_amount			0	0	0	0	0	0	0	0
users_with_shared_device_count			0	0	0	0	1	1	1	1
banned_users_with_shared_device_count			0	0	0	0	0	0	0	0
country_ids_with_shared_device_count			0	0	0	0	1	1	1	1
country_ids_with_shared_payment_count			0	0	0	0	1	1	1	1
mobile_country_ids_with_shared_device_count			0	0	0	0	1	1	1	1
mobile_country_ids_with_shared_payment_count			0	0	0	0	1	1	1	1
billing_issuing_country_match			TRUE	TRUE						FALSE
issuing_user_country_match			TRUE	TRUE						TRUE
issuing_mobile_country_match			TRUE	TRUE						TRUE
mobile			4.15E+09	4.15E+09	4.15E+09	4.15E+09	4.15E+09	4.15E+09	4.15E+09	4.15E+09
mobile_country_id			1	1	1	1	1	1	1	1
last_confirmed_mobile_country_id										
pcc_declines_shared_by_pp			0	0	0	0	0	0	0	0
pcc_decline_types_shared_by_pp			0	0	0	0	0	0	0	0

pcc_decline_zips_shared_by_pp			0	0	0	0	0	0	0	0
pcc_decline_countries_shared_by_pp			0	0	0	0	0	0	0	0
pcc_decline_issuing_country_ids_shared_by_pp			0	0	0	0	0	0	0	0
pcc_issuing_billing_country_id_mismatches_shared_by_pp			0	0	0	0	0	0	0	0
pcc_issuing_signup_country_id_mismatches_shared_by_pp			0	0	0	0	0	0	0	0
pcc_billing_signup_country_id_mismatches_shared_by_pp			0	0	0	0	0	0	0	0
pcc_decline_firstnames_shared_by_pp			0	0	0	0	0	0	0	0
pcc_decline_lastnames_shared_by_pp			0	0	0	0	0	0	0	0
pcc_decline_mobiles_shared_by_pp			0	0	0	0	0	0	0	0
pcc_decline_debits_shared_by_pp			0	0	0	0	0	0	0	0
pcc_decline_prepaids_shared_by_pp			0	0	0	0	0	0	0	0
pcc_decline_google_wallets_shared_by_pp			0	0	0	0	0	0	0	0
pcc_1000_declines_shared_by_pp			0	0	0	0	0	0	0	0
pcc_2000_declines_shared_by_pp			0	0	0	0	0	0	0	0

pcc_2005_declines_shared_by_pp			0	0	0	0	0	0	0	0
pcc_2047_declines_shared_by_pp			0	0	0	0	0	0	0	0
pcc_2053_declines_shared_by_pp			0	0	0	0	0	0	0	0
pcc_2057_declines_shared_by_pp			0	0	0	0	0	0	0	0
pp_card_bin			436618	436618						436618
app_version_list			[2, 70, 0]	[2, 70, 1]						[2, 104, 3]
pp_billing_zip			94925	94925						
pp_issuing_country_id			1	1						1
pcc_billing_signup_country_id_mismatches			0	0	0	0	0	0	0	0
users_added_shared_pp_past_12hours			0	0	2	4	1	0	2	0
sentinel_score			17	18						14
users_added_shared_pp_past_48hours			0	0	5	12	1	3	3	0
users_added_shared_pp_past_3hours			0	0	1	2	1	0	2	0
charged_trip_count			22	22	30	28	42	42	55	58
pp_uid			57a047370f48e1e6c7ade1876a997972	57a047370f48e1e6c7ade1876a997972						57a047370f48e1e6c7ade1876a997972
pp_issuing_bank			U.S. Bank National Association	U.S. Bank National Association						U.S. Bank National Association
pp_billing_country_id			1	1						

pcc_issuing_signup_cou ntry_id_mismatches			0	0	0	0	0	0	0	0
users_added_shared_pp _past_hour			0	0	0	1	1	0	1	0
pp_id			35736328	35736328						
decision_type			trip_reque st	trip_reque st	trip_end_ pre_billing	trip_end_ pre_billing	trip_end_ pre_billing	trip_end_ pre_billing	trip_end_ pre_billing	trip_reque st
action_codes			[]	[]	[]	[]	[]	[]	[]	[]
action_reasons			[]	[]	[]	[]	[]	[]	[]	[]
users_added_shared_pp _not_delegate_past_hou r			0	0	0	0	0	0	0	0
users_added_shared_pp _not_delegate_past_3ho urs			0	0	0	0	0	0	0	0
users_added_shared_pp _not_delegate_past_12h ours			0	0	0	0	0	0	0	0
users_added_shared_pp _not_delegate_past_48h ours			0	0	0	0	0	0	0	0
is_autoban_whitelisted			FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE
dest_loc			[None, None]	[37.78779 48, - 122.40290 56]						[37.94309 7, - 122.54610 3]

user_uuid	40077453- bc4b-4a2c- bb2e- b3beafec7 1a8	40077453- bc4b-4a2c- bb2e- b3beafec7 1a8	40077453- bc4b-4a2c- bb2e- b3beafec7 1a8	40077453- bc4b-4a2c- bb2e- b3beafec7 1a8	40077453- bc4b-4a2c- bb2e- b3beafec7 1a8	40077453- bc4b-4a2c- bb2e- b3beafec7 1a8	40077453- bc4b-4a2c- bb2e- b3beafec7 1a8	40077453- bc4b-4a2c- bb2e- b3beafec7 1a8	40077453- bc4b-4a2c- bb2e- b3beafec7 1a8	40077453- bc4b-4a2c- bb2e- b3beafec7 1a8	40077453- bc4b-4a2c- bb2e- b3beafec7 1a8
has_require_email_confirmation_tag			FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE
device_udid			02:00:00: 00:00:00	02:00:00: 00:00:00							87BB1E00- 0E35- 4A6C- BC4A- E6122F21 10FF
has_greyball_whitelist_tag			FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE
has_give_get_promos_disabled_tag			FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE
actions			[]	[]	[]	[]	[]	[]	[]	[]	[]
has_skip_email_confirmation_tag			FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE
is_admin			TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE
device_loc			[37.94725 8465, - 122.52483 27201]	[37.94612 3, - 122.52441 2]							[37.93795 03585, - 122.53805 618]
has_give_get_fraud_exempt_tag			FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE
payment_profile_count_by_country			{u'1': 3}	{u'1': 3}	{u'1': 3}	{u'1': 3}	{u'1': 4}	{u'1': 4}	{u'1': 4}	{u'1': 4}	{u'1': 4}
app			client	client							client
device			iphone	iphone							iphone
device_model			iPhone7,2	iPhone7,2							iPhone8,2

device_os			8.2	8.2						9.1
surge_multiplier										
advertiser_id			ADC815FC- EBFF- 4A4A- BF90- D8999E8F E221	ADC815FC- EBFF- 4A4A- BF90- D8999E8F E221						14847B69- 306D- 4F55- 9B9B- 1A329467 E11B
uber_id			5781DCF8- C8BB- 4C93- B4E4- 872CEC9B ODD1	5781DCF8- C8BB- 4C93- B4E4- 872CEC9B ODD1						87BB1E00- 0E35- 4A6C- BC4A- E6122F21 10FF
auth_id										
google_advertising_id										
perm_id										
use_credits			TRUE	TRUE						TRUE
ip			70.197.9.3 6	70.197.17. 235						70.214.6.9 7
user_agent			client/iph one/2.70. 0	client/iph one/2.70. 1						



headers			<pre>{u'accept-language': u'en;q=1', u'accept-encoding': u'gzip', u'accept': u'*/*', u'user-agent': u'client/iphone/2.70.0'}</pre>	<pre>{u'accept-language': u'en;q=1', u'accept-encoding': u'gzip, deflate', u'accept': u'*/*', u'user-agent': u'client/iphone/2.70.1'}</pre>						<pre>{u'accept': u'application/json'}</pre>
---------	--	--	--	---	--	--	--	--	--	---

device_ids			<pre>{u'advertiser_id': u'ADC815 FC-EBFF- 4A4A- BF90- D8999E8F E221', u'advertiser_tracking_enabled': True, u'bluetooth_h_mac': u'02:00:00:00:00:00', u'uber_id': : u'5781DC F8-C8BB- 4C93- B4E4- 872CEC9B 0DD1'}</pre>	<pre>{u'advertiser_id': u'ADC815 FC-EBFF- 4A4A- BF90- D8999E8F E221', u'advertiser_tracking_enabled': True, u'bluetooth_h_mac': u'02:00:00:00:00:00', u'uber_id': : u'5781DC F8-C8BB- 4C93- B4E4- 872CEC9B 0DD1'}</pre>						<pre>{u'advertiser_id': u'14847B6 9-306D- 4F55- 9B9B- 1A329467 E11B', u'advertiser_tracking_enabled': True, u'uber_id': : u'87BB1E 00-0E35- 4A6C- BC4A- E6122F21 10FF', u'aaid': u'14847B6 9-306D- 4F55- 9B9B- 1A329467 E11B'}</pre>
------------	--	--	---	---	--	--	--	--	--	--

fingerprint			<pre>{u'headers':   {u'accept-language':     u'en;q=1',     u'accept-encoding':       u'gzip',     u'accept':       u'*/*',     u'user-agent':       u'client/iphone/2.70.0'},   u'ip':     u'70.197.93.36'}</pre>	<pre>{u'headers':   {u'accept-language':     u'en;q=1',     u'accept-encoding':       u'gzip',     u'accept':       u'*/*',     u'user-agent':       u'client/iphone/2.70.1'},   u'ip':     u'70.197.17.235'}</pre>						<pre>{u'headers':   {u'accept':     u'application/json'},   u'ip':     u'70.214.69.97'}</pre>
dynamic_fare										

request_options			{u'clientRe questedA VehicleVie w': True, u'isGoogle WalletReq uest': False, u'extraPay mentData' : {u'paymen tType': u'default', u'paymA ddMoney PostTrip': False, u'paymen tProfileUu id': u'6f03a1b d-6be8- 4d00-b57f- 7fcd4a04b d36'}, u'languag e': u'en'	{u'clientRe questedA VehicleVie w': True, u'isGoogle WalletReq uest': False, u'extraPay mentData' : {u'paymen tType': u'default', u'paymen tProfileUu id': u'6f03a1b d-6be8- 4d00-b57f- 7fcd4a04b d36', u'paymA ddMoney PostTrip': False}, u'languag e': u'en'						{u'clientRe questedA VehicleVie w': True, u'isGoogle WalletReq uest': False, u'extraPay mentData' : {u'paymen tType': u'default'} , u'languag e': u'en_US', u'paymen tProfileId': u'715483b d-e413- 4232- ba10- 52cdc834 7829', u'vehicleV iewId': 8
ltd_stats_timestamp			#####	#####	#####	#####	#####	#####	#####	#####
last_cancel_timestamp			#####	#####	#####	#####	#####	#####	#####	#####
cancels_5mins_prior_to _last_cancel			1	1	1	1	2	1	1	1
cancels_10mins_prior_t o_last_cancel			1	1	1	1	2	1	1	1

cancel_30mins_prior_t o_last_cancel			1	1	1	1	2	1	1	1
cancel_300mins_prior_t o_last_cancel			1	1	1	1	4	1	1	1
has_potential_rider_driv er_collusion_tag			FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE	FALSE
pcc_1000_declines_shar ed_by_device			0	0	0	0	0	0	0	0
pcc_2000_declines_shar ed_by_device			0	0	0	0	0	0	0	0
pcc_2005_declines_shar ed_by_device			0	0	0	0	0	0	0	0
pcc_2047_declines_shar ed_by_device			0	0	0	0	0	0	0	0
pcc_2053_declines_shar ed_by_device			0	0	0	0	0	0	0	0
pcc_2057_declines_shar ed_by_device			0	0	0	0	0	0	0	0
pcc_billing_signup_coun try_id_mismatches_shar ed_by_device			0	0	0	0	0	0	0	0
pcc_decline_countries_s hared_by_device			0	0	0	0	0	0	0	0
pcc_decline_debits_shar ed_by_device			0	0	0	0	0	0	0	0
pcc_decline_firstnames_ shared_by_device			0	0	0	0	0	0	0	0
pcc_decline_google_wall ets_shared_by_device			0	0	0	0	0	0	0	0
pcc_decline_issuing_cou ntry_ids_shared_by_devi ce			0	0	0	0	0	0	0	0

pcc_decline_lastnames_shared_by_device			0	0	0	0	0	0	0	0
pcc_decline_mobilites_shared_by_device			0	0	0	0	0	0	0	0
pcc_decline_prepaids_shared_by_device			0	0	0	0	0	0	0	0
pcc_decline_types_shared_by_device			0	0	0	0	0	0	0	0
pcc_decline_zips_shared_by_device			0	0	0	0	0	0	0	0
pcc_declines_shared_by_device			0	0	0	0	0	0	0	0
pcc_issuing_billing_country_id_mismatches_shared_by_device			0	0	0	0	0	0	0	0
pcc_issuing_signup_country_id_mismatches_shared_by_device			0	0	0	0	0	0	0	0
password_changed_at										
email_changed_at										
mobile_changed_at										
firstname_changed_at										
lastname_changed_at										
country_id_changed_at										
latest_device_created_at				#####	#####	#####	#####	#####	#####	#####
device_count				5	4	2	8	8	9	9
device_banned_count				0	0	0	0	0	0	0
last_completed_trip_city_id				1	1	1	1	1	136	1

last_completed_trip_country_id					1		1	1	1	1
request_geohash7										9q8zjc7
device_geohash7										9q8zgd6
dest_geohash7										9q8zg7k
email_confirmed_at										
mobile_confirmed_at										
last_completed_timestamp							#####	#####	#####	#####
first_completed_timestamp							#####	#####	#####	#####
accept_language										
has_tester_tag							FALSE	FALSE	FALSE	FALSE
has_autoban_new_device_tag							FALSE	FALSE	FALSE	FALSE
has_require_payment_confirmation_tag							FALSE	FALSE	FALSE	FALSE
potential_rider_driver_collusion_tags_shared_by_device							0	0	0	0
ride_denied_high_risk_tags_shared_by_device							0	0	0	0
require_email_confirmation_tags_shared_by_device							0	0	0	0
suspected_ato_tags_shared_by_device							0	0	0	0
potential_rider_driver_collusion_tags_shared_by_pp							0	0	0	0
ride_denied_high_risk_tags_shared_by_pp							0	0	0	0

























device_model_banned_trips										0
device_model_unsettled_trip_ratio										0.002994
device_model_unsettled_trips										3114
email_domain										
email_domain_banned_trip_ratio										0
email_domain_banned_trips										0
email_domain_unsettled_trip_ratio										0.005889
email_domain_unsettled_trips										340
first_device_emulator										
first_device_model										
first_device_rooted										
fraud_risk_udr										1
give_get_account_credit_promotion_count										0
give_get_trip_credit_promotion_count										0
greyballed_vehicle_view_ids										[4193, 6211, 6653, 4197, 6593, 4201, 6119, 4397, 6595, 4047, 155]



















# **EXHIBIT B**

# United States

## About This Handbook

This employee handbook contains information about the employment policies and practices of Uber Technologies, Inc. ("Uber" or the "Company") for its US employees. Non-US employees are subject to their local laws and office policies. Read this handbook carefully as it is a valuable reference for understanding your job and Uber. This handbook supersedes all previously issued handbooks and any inconsistent policies or practices.

Except for the employment-at-will policy and the Dispute Resolution Policy, Uber reserves the right at any time to revise, delete or add to any and all policies, procedures, work rules or benefits stated in this handbook. All such revisions, deletions or additions may be made at any time with or without notice, but they must be in writing signed by the Chief Executive Officer or Head of People and Places. No oral statements or representations can change or alter the provisions of this handbook. Any change to the at-will employment policy or the Dispute Resolution Policy must be made in a writing signed by the Chief Executive Officer or Vice President of Operations and the employee.

Nothing in this employee handbook, or in any other personnel document, including benefit plan descriptions, creates, or is intended to create a contract, promise or representation of continued employment for any period of time for any employee. No manager or manager has any authority to enter into a contract of employment express or implied with any employee which guarantees employment for any specified period of time. Only the Chief Executive Officer or Vice President of Operations of Uber has the authority to enter into an employment agreement, and then only in writing.

Not all Company policies and procedures are set forth in this handbook. We have summarized only some of the more important ones. If you have any questions or concerns about this handbook or any other policy or procedure, please ask your manager.

Nothing contained in this handbook is intended to interfere with any rights granted to employees by any federal, state or local law, including the National Labor Relations Act. To the extent any provision of this handbook is inconsistent with any federal, state or local law, Uber fully intends to comply with the law and respect the rights of its employees. Likewise, even though every possible state law is not referenced in this handbook, Uber intends to comply with those laws as applicable.

## Employment at Uber is at Will

Your employment with Uber is voluntarily entered into and you are free to terminate your employment at any time and for any reason, with or without notice or cause. Similarly, Uber is free to terminate the employment relationship at any time and for any reason, with or without notice or cause. There is no promise that your employment will continue for a set period of time or that your employment will be terminated only under particular circumstances. Your relationship with Uber is and always will be one of voluntary employment "at will." While Uber may from time to time modify other of its policies and benefits, it will not modify this policy, except in a writing changing this term signed by the Chief Executive Officer.

## Equal Employment Practices

### Unlawful Discrimination Is Prohibited

Uber is an equal opportunity employer. In accordance with applicable law, Uber prohibits discrimination based on race, color, religion, sex, pregnancy, age, national origin or ancestry, physical or mental disability, marital status, medical condition, sexual orientation, military service status, genetic information, gender identity, gender expression, or any other consideration protected by federal, state or local laws. All such discrimination is unlawful. Uber's commitment to equal opportunity employment applies to all persons involved in the operations of Uber and prohibits unlawful discrimination by any Uber employee, including managers and coworkers.

### Disabilities/Reasonable Accommodation Requests

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with disabilities, Uber will provide reasonable accommodation to individuals with a known physical or mental disability if such accommodation would not impose an undue hardship on Uber, and

## Table of Contents

1	About This Handbook
1.1	Employment at Uber is at Will
1.2	Equal Employment Practices
1.3	Open-Door Policy
1.4	Arbitration
2	Employment Practices & Procedures
2.1	Employee Classifications
2.2	Background Checks
2.3	Immigration Compliance
2.4	Hiring Relatives
2.5	Job Duties
2.6	Work Schedules, Meal and Rest Breaks
2.7	Overtime
2.8	Timekeeping Procedures
2.9	Paychecks
2.10	Salary Pay Policy
2.11	Personnel Records
2.12	Voluntary Terminations
2.13	References
3	Standards of Conduct
3.1	Business Conduct
3.2	Confidentiality
4	Policy Regarding Workplace Violence
4.1	Statement of Policy
5	Employee Benefits Holidays
5.1	Vacations
5.2	Insurance Benefits Medical Insurance
5.3	Disability Insurance
5.4	Workers' Compensation
5.5	Sick Leave
5.6	Leaves of Absence
5.7	Pregnancy Disability Leave
5.8	Workers' Compensation Disability Leave
5.9	Other Time Off
6	Communications & Technology
6.1	Solicitation/Distribution of Literature
6.2	Electronic Communications Resources Use and Privacy

would enable the individual to apply for, or perform the central functions of, the position in question. Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Head of People and Places or Employment Counsel and request such an accommodation. The individual with the disability should specify in writing what accommodation he or she needs to perform the job. If the accommodation is reasonable and will not impose an undue hardship, Uber will make the accommodation. Uber may also propose an alternative accommodation(s).

7 Facilities
7.1 Company Property
7.2 Healthy & Safety
8 Conclusion

## Unlawful Harassment Is Prohibited

In accordance with applicable law, Uber prohibits sexual harassment and harassment based on race, color, religion, sex, pregnancy, age, national origin or ancestry, physical or mental disability, marital status, medical condition, sexual orientation, military service status, genetic information or any other consideration protected by federal, state or local laws. All such harassment is unlawful and will not be tolerated.

Unlawful harassment in employment may take many different forms. Examples include:

- *Verbal conduct* such as epithets, derogatory comments, slurs or unwanted comments and jokes;
- *Visual displays* such as derogatory posters, cartoons, drawings or gestures;
- *Physical conduct* such as assault, blocking normal movement, restraint, touching or other physical interference with work directed at an individual; or
- *Threats and demands* to submit to certain nonwork-related conduct or perform certain nonwork-related actions in order to keep or get a job, to avoid some other loss, or as a condition of job benefits, security or promotion.

Unlawful sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or a condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

## Reporting Procedure

If you believe you or any other employee has been subjected to any form of unlawful discrimination or harassment, notify your Manager or People Operations immediately.

Your report can be verbal or in writing, but it should be specific and should include the names of the individuals involved, the names of any witnesses and any documentary evidence (notes, pictures, emails, etc.). Uber will undertake a thorough and objective investigation and attempt to resolve the situation. Uber will endeavor to protect the privacy and confidentiality of all parties involved to the extent possible consistent with a thorough investigation. The investigation will be completed and a determination made and communicated to you as soon as practical.

If Uber determines that unlawful discrimination or harassment has occurred, effective remedial action will be taken, commensurate with the severity of the offense. Appropriate action will also be taken to deter any future discrimination.

In addition to Uber's internal reporting procedure, the federal Equal Employment Opportunity Commission (EEOC) as well as state agencies like the California Department of Fair Employment and Housing (DFEH) investigate and prosecute reports of harassment or discrimination in employment. If you believe you have been harassed or discriminated against you may file a report with these agencies. Both the EEOC and the state agencies serve as neutral fact finders and attempt to help the parties voluntarily resolve disputes.

For more information, contact People Operations. You may also contact the nearest office of the EEOC or the applicable state agency, as listed in the telephone directory.

## Protection From Retaliation

In accordance with applicable law, Uber prohibits retaliation against any employee by another employee, or by Uber, for in good faith reporting, filing, testifying, assisting or participating in any investigation, proceeding or hearing conducted by a federal or state enforcement agency. Prohibited retaliation includes, but is not limited to, demotion, suspension, failure to hire or consider

for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions, or otherwise denying any employment benefits.

In accordance with applicable law, Uber also prohibits retaliation against any employee who opposes unlawful harassment or discrimination. Opposition includes, but is not limited to: seeking advice or assisting or advising any person in seeking advice of an enforcement agency regardless of whether a complaint is filed or, if filed, substantiated; opposing employment practices that an employee reasonably believes to be unlawful; participating in an activity perceived to be in opposition to discrimination by an employer covered by the law; or contacting, communicating with or participating in any federal, state, or local human rights or civil rights agency proceedings.

If you believe you or any other employee has been subjected to any form of unlawful retaliation, please notify your Manager or People Operations immediately. Any report of retaliation will be immediately, effectively and thoroughly investigated. If a complaint of retaliation is substantiated, appropriate disciplinary action, up to, and including immediate discharge, will be taken.

## **Employee Liability For Harassment and Discrimination**

Any employee of Uber (regardless of whether the employee is a co-worker, or manager), who is found to have engaged in unlawful harassment or unlawful discrimination is subject to disciplinary action up to, and including immediate discharge from employment. Any employee who engages in unlawful harassment, including any manager or manager, may be held personally liable for monetary damages. Uber will not pay damages assessed personally against an employee.

## **Open-Door Policy**

At some time during your employment, you may have a complaint, suggestion, or question about your job, your working conditions or the treatment you are receiving. We ask that you take your concerns first to your manager, following these steps:

Within a week of the occurrence, bring the situation to the attention of your immediate manager, who will review and provide a solution or explanation.

If the problem is not resolved, you may put it in writing and present it to the Head of People and Places, who will review and provide a solution or explanation. It is recommended that you bring this matter to the Head of People and Places as soon as possible after you believe that your immediate manager has not resolved the matter.

If the problem is still not resolved, you may present the problem in writing to the Vice President of Operations of Uber, who will attempt to reach a final resolution.

Please understand that this procedure may not result in every problem being resolved to your satisfaction

## **Arbitration**

In any organization, employment-related disputes may arise from time to time. While we will try to resolve all such disputes, we realize that an informal resolution may not always be possible. Accordingly, Uber, as well as every employee of Uber, may submit employment-related disputes to an impartial, objective individual called an arbitrator. The arbitrator will not be affiliated with Uber, but the arbitrator will have the full authority to resolve the dispute. Arbitration is agreed to in lieu of a civil action before a judge or a jury. The arbitrator's decision is final and binding. The procedures for selecting an arbitrator and conducting the arbitration are set forth in the Dispute Resolution Agreement.

## **Employment Practices & Procedures**

### **Employee Classifications**

Employees at Uber are classified as full-time nonexempt, part-time nonexempt, temporary, or exempt. Nonexempt employees are entitled to overtime in accordance with applicable law. Exempt

employees are not entitled to overtime pay.

## **Full-Time Nonexempt Employees**

Full-time nonexempt employees are those who are normally scheduled to work and who do work a schedule of 40 hours per week. These employees are paid hourly.

## **Part-Time Nonexempt Employees**

Part-time nonexempt employees are those who are scheduled to and do work less than 40 hours per week. Part-time nonexempt employees may be assigned a work schedule in advance or may work on an as-needed basis.

## **Temporary Employees**

Temporary employees are those who are employed for short-term assignments. Temporary employees are not eligible for employee benefits, except as required by applicable law, and may be classified as exempt or nonexempt on the basis of job duties and compensation.

## **Exempt Employees**

Exempt employees are those whose job assignments meet the federal and state requirements for overtime exemption. Exempt employees are compensated on a salary basis and are not eligible for overtime pay. Generally, executive, administrative, professional and certain sales employees are overtime exempt.

## **Background Checks**

Uber recognizes the importance of maintaining a safe workplace with employees who are honest, trustworthy, qualified, reliable, and nonviolent, and who do not present a risk of serious harm to their co-workers or others. For purposes of furthering these concerns and interests, Uber reserves the right to investigate an individual's prior employment history, personal references, and educational background, as well as other relevant information. Consistent with legal requirements, Uber also reserves the right to obtain and to review an applicant's or an employee's credit report, criminal history, and other relevant information, and to use such information when making employment decisions.

## **Immigration Compliance**

Uber will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. The most common forms of identification are a driver's license and social security card; however, other documents can be used.

If you have any questions or need more information on immigration law issues, please contact Uber's Employment Counsel.

## **Hiring Relatives**

A familial relationship among employees can create an actual or a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, Uber may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases where a conflict or the potential for conflict arises, even if there is no management relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of Uber.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other

terms or conditions of employment of the other individual. Uber will attempt to identify other available positions. If no alternative position is available, Uber has the discretion to terminate the employment of one of the employees.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

## **Job Duties**

Your manager will explain your job responsibilities and the standards Uber expects. Because flexibility is necessary, your job responsibilities may change at any time during your employment.

In addition to your regularly assigned job responsibilities and duties, from time to time, you may be asked to work on special projects or to assist with other work important to the operation of your department or Uber. Your cooperation and assistance in performing additional work is expected.

Uber reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

## **Work Schedules, Meal and Rest Breaks**

Uber is normally open for business from 9 a.m. to 7 p.m., Monday through Friday. Your manager will assign your individual work schedule.

For hourly employees, Uber provides meal and rest periods in accordance with federal, state and/or local law. Please speak with your manager or the People Operations Department for the timing and duration of your specific breaks but in general, an employee working eight hours will be provided with at least a 10 minute rest break in the morning, at least a 30 minute meal period in the middle of the day, and another 10 minutes after the meal period. Please take your meal and rest breaks as provided as failure to do so may result in disciplinary action.

Uber complies with federal and state legal requirements concerning meal periods and rest breaks.

Uber recognizes that employees perform at their best when they have the rest and nourishment they need. This Policy explains when Uber expects employees to take meal periods and rest breaks.

Uber does not pay salaried employees for meal periods, and consequently, hourly employees must record the start and stop times of their meal periods.

Any hourly employee who is required to work through some or all of a 30-minute meal period, or who is required to take a late meal period (i.e., is required to begin the first meal period after the end of the fifth hour of work or is required to begin a second meal period after the end of the tenth hour of work), should complete a California Meal Period and Rest Break Premium Request Form and submit it to his/her manager by no later than the end of the pay period. Otherwise, Uber will assume that any hourly employee who fails to record a meal period, records a less-than-30-minute meal period, or takes and records a late meal period, did so voluntarily.

## **Overtime**

Only non-exempt, hourly employees are eligible for overtime. As necessary, employees who are paid hourly may be required to work overtime. All overtime work must be previously authorized by a manager. Uber provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law.

Salaried employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to salaried employees.

For overtime purposes for nonexempt employees, the workday begins at 12:01 a.m. and ends at midnight. The workweek begins at 12:01 a.m. Monday and ends at midnight the following Sunday for all employees.

## **Timekeeping Procedures**



All hourly employees are required to record time worked for payroll purposes. Employees must record their own time at the start and at the end of each work period, including before and after the lunch break. Employees must also record their time whenever they leave the building for any reason other than Company business.

Hourly employees may also be required to record their time worked and report full days of absence from work due to vacation, sick leave, personal business, etc.

Any errors in your timekeeping should be reported immediately to your manager, who will attempt to correct legitimate errors.

## **Paychecks**

Paychecks are distributed on the 15th and last day of each month. If these dates fall on a Saturday or Sunday then paychecks will be available on Friday. If these dates fall on a holiday, then your paycheck will be available on the closest business day.

If there is an error in your check, please report it immediately to your manager. Direct deposit is also available to all employees upon request.

Uber does not permit advances against paychecks.

## **Salary Pay Policy**

In general, exempt employees will receive their salary for any week in which the employee performs any work. An exempt employee's salary will not be reduced due to partial weeks of work due to service as a juror, witness or in the military, or for lack of work.

This salary pay policy is intended to comply with the salary pay requirements of the Fair Labor Standards Act and shall be construed in accordance with the Act. Exempt employees are encouraged to bring any question concerning their salary pay to the Head of People and Places so that any inadvertent error can be corrected.

## **Personnel Records**

The information recorded in your personnel file is important. Make sure that the personal data in the file is accurate and up to date. Please update any change of address, phone number, etc., in our HR system (Workday) immediately.

As an employee of Uber you may inspect your personnel file, as provided by law, in the presence of a Company representative at a mutually convenient time. No copies of documents in your file may be made, with the exception of documents which you have previously signed. You may add your version of any disputed item to the file.

Uber will restrict disclosure of your personnel file to authorized individuals within Uber. Any request for information from personnel files must be directed to Uber's Employment Counsel. Only People Operations employees are authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited; however, Uber will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting investigations.

Health/medical records are not included in your personnel file. These records are confidential. Uber will safeguard them from disclosure and will divulge such information only (1) as allowed by law; (2) to the employee's personal physician upon written request with permission of the employee; or (3) as required for workers' compensation cases.

## **Voluntary Terminations**

If you decide to leave your employment with Uber, we ask that you give us at least two weeks' written notice (you are not required to do so). This will give us the opportunity to make the necessary adjustments in our operation. All Company-owned property (e.g. computers, vehicles, keys, passwords, uniforms, identification badges, credit cards) must be returned on or before your last day of employment.

## References

All requests for references must be directed to People Operations. No other manager, manager or employee is authorized to release references for current or former employees. Uber's policy as to references for former employees is to disclose only the dates of employment and the title of the last position held. If you authorize disclosure in writing, Uber will also provide a prospective employer with your last rate of pay.

## Standards of Conduct

To ensure orderly operations and to provide the best possible work environment, Uber expects employees to follow standards of conduct that will protect the interests and safety of all employees and the organization. All Uber employees are expected to accept certain responsibilities and business principles in matters of conduct, and exhibit a high degree of integrity at all times. Employee conduct reflects on the company, and although there is no possible way to identify every rule of conduct, the following list gives examples of inappropriate behavior that will result in disciplinary action, up to and including termination of employment. This list is not intended to be comprehensive nor does it limit the Company's right to impose discipline for any other conduct it deems inappropriate:

- Dishonesty, including falsification of Uber records;
- Possession or control of illegal drugs, weapons, explosives, or other dangerous or unauthorized materials;
- Fighting and/or engaging in threats of or actual violence;
- Threatening, intimidating or coercing fellow employees on or off the premises at any time, for any purpose;
- Spreading malicious gossip and/or rumors; restricting work output or encouraging others to do the same;
- Theft or unauthorized possession of Company property or the property of fellow employees; unauthorized possession or removal of any Company property, including documents, from the premises without prior permission from management; using Company equipment for personal profit;
- Unauthorized and/or excessive absenteeism or tardiness;
- Negligence, unprofessional conduct, or conduct improper for the workplace including but not limited to use of abusive language, disruptive behavior, or other disrespectful or disorderly conduct that may endanger the life or safety of another person or damage property;
- Engaging in an act of sabotage; negligently causing the destruction or damage of Company property, or the property of fellow employees, customers, vendors, or visitors in any manner;
- Creating or contributing to unsanitary conditions;
- Violation of state, federal, or local laws and regulations;
- Violation of Uber policies or Handbook guidelines.

These standards of conduct apply to all employees whenever they are on Uber property and/or conducting Uber business occurring on or off Uber property. Due to the Company's at-will nature, an employee may be asked to leave immediately with or without disciplinary warnings, at the Company's sole discretion for conduct going against this policy.

## Business Conduct

No employee may accept a gift or gratuity valued in excess of \$250.00 from any client, partner, vendor, supplier, or other person doing business with Uber. In the case of expenses paid by such persons for business meals or trips, please discuss this with Uber's Employment Counsel in advance. In no event may a gift, gratuity or expense payment influence a business decision, transaction or service.

## Confidentiality

Information about Uber, its employees, clients, partner, suppliers and vendors is to be kept confidential and divulged only to individuals within Uber with a need to receive, and authorized to receive, such information. If in doubt as to whether information should be divulged, err in favor of

not divulging information and discuss the situation with your manager.

All records and files maintained by Uber are confidential and remain the property of Uber. Records and files are not to be disclosed to any outside party without the express permission of the Legal Department. Confidential information includes, but is in no way limited to financial records, information regarding client or partner transactions, client or partner account information, information regarding clients, partners, vendors or suppliers, or any documents or information regarding Company operations, procedures or practices. Such confidential information may not be removed from Uber premises without express authorization.

Nothing in this section is intended to restrict employees from discussing their compensation or the terms and conditions of their employment with other employees or with individuals outside Uber.

Confidential information obtained during or through employment with Uber may not be used by any employee for the purpose of furthering current or future outside employment or for obtaining personal gain or profit. The duty not to use or disclose confidential information remains in effect during and after employment. Uber reserves the right to avail itself of all legal or equitable remedies to prevent impermissible use of confidential information or to recover damages incurred as a result of such impermissible use of confidential information.

Confidential information obtained from other sources, namely prior employers, should not be used or disclosed in your current position.

## Policy Regarding Workplace Violence

### Statement of Policy

Uber does not tolerate workplace violence.

The safety and security of Uber employees is of vital importance. Acts or threats of physical violence, including intimidation, harassment and/or coercion, which involve or affect Uber, or which occur on Company property, will not be tolerated.

This prohibition against threats and acts of violence applies to all persons involved in the operation of Uber, including, but not limited to, Uber personnel, contract and temporary workers and anyone else on Uber property. Violations of this policy, by any individual, will lead to disciplinary and/or legal action as appropriate.

Employees who believe threats or acts of violence have been made against them or others should report the details of the incident(s) to their manager and/or Head of People and Places as soon as possible. All incidents of violence and threats of violence that are reported will be investigated.

Any person who engages in a threat or violent action on Company property may be removed from the premises as quickly as safety permits and may be required, at Uber's discretion, to remain off Company premises pending the outcome of an investigation into the incident.

## Employee Benefits Holidays

Uber observes the following paid holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Eve
- Christmas Day

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. However, Uber may recognize the holiday on another day or grant individual days instead of closing. Holiday observance will be announced in advance.

To be eligible for holiday pay, you must be regularly scheduled to work on the day on which the holiday falls and must work your scheduled working day immediately preceding and the scheduled working day immediately following the holiday, unless an absence on either day is approved in advance by your manager.

Hourly employees required to work on a designated holiday, will be paid double time. Salaried employees will not be paid additional compensation for working on a holiday.

Holiday pay is not counted for the purpose of calculating an employee's overtime hours of work or overtime premiums.

## **Vacations**

Uber does not have vacation accrual. Employees are allowed to take vacation at their discretion, so long as it is approved by the direct manager.

Employees should request vacation as far in advance as possible. Vacations will be scheduled so as to provide adequate coverage. Uber has the right to grant or deny vacation requests at its discretion.

## **Insurance Benefits Medical Insurance**

Uber employees may be eligible for medical insurance coverage under Uber's policy. Currently, Uber pays one hundred percent (100%) of the medical insurance premium. You should consult the Plan Document or the Summary Plan Description for more complete information about eligibility and the details of Uber's medical insurance plan. Copies of the Plan Document and the Summary Plan Description are available from the Benefits Manager. The Plan Document is controlling.

## **Disability Insurance**

You are covered by California State Disability Insurance (SDI) and Family Temporary Disability Insurance (FTDI). SDI may be payable when you cannot work because of illness or injury not caused by employment at Uber or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. FTDI may be payable if you are off work in order to care for an ill child, parent, spouse or domestic partner. Both SDI and FTDI are administered by the State of California through the Employment Development Department.

## **Workers' Compensation**

At no cost to you, you are protected by Workers' Compensation Insurance while an employee at Uber. The policy covers you in case of occupational injury or illness by providing, among other things, medical care, compensation and vocational rehabilitation.

To ensure that you receive any workers' compensation benefits to which you may be entitled, you will need to:

Immediately report any work-related injury to your manager.

Complete a written Employee's Claim Form and return it to the Benefits Manager.

Seek medical treatment and follow-up care if required.

Uber is required by law to notify the workers' compensation insurance company of any concerns of false or fraudulent claims.

## **Sick Leave**

Uber offers paid sick leave for when you cannot work due to an illness or injury. You may also use sick leave to care for an ill child, parent, spouse or domestic partner. While Uber does not accrue sick leave, you are expected to use good judgment and not to abuse your sick leave privilege. Excessive unexcused absences can subject the employee to discipline.

You will not be compensated for unused sick leave at the end of your employment.

For absences of four or more consecutive days, a certification from a health care provider must be

submitted. The certificate must state that you are under the provider's care or treatment for the days in question and that it is the provider's recommendation that you remain off work. A health care provider's certification may also be required in other circumstances. Uber reserves the right to require a second opinion from a health care provider of its choice and a third and final opinion if the second opinion differs from the first.

It is your responsibility to apply for any disability benefits for which you may be eligible as a result of illness or disability, including California State Disability Insurance, workers' compensation insurance, and/or any other disability insurance benefits. Your sick leave benefits will be fully integrated with other benefits available to you such that at no time will you be paid more than your regular compensation. Uber reserves the right to require a release from the employee's health care provider before the employee returns to work.

## Leaves of Absence

### General Provisions

Uber may grant a leave of absence in accordance with applicable law. It is important to request any leave in writing as far in advance as possible, to keep in touch with your manager or the Benefits Manager during your leave, and to give prompt notice if there is any change in your return date.

Upon return from a leave of absence, you will be credited with the full employment status that existed prior to the start of the leave. While you will retain your original date of hire, you will not receive length of service credit for the time you were on leave, unless otherwise required by law.

Uber may wait or proceed with any counseling, performance review, or disciplinary action, including discharge, that was contemplated prior to your request for or receipt of a leave of absence or that has come to Uber's attention during the leave. If any action is held in abeyance during the leave of absence, Uber reserves the right to proceed with the action upon your return. Requesting or receiving a leave of absence in no way relieves you of your obligation while on the job to perform your job responsibilities, and to observe all Uber policies, rules, and procedures.

### Family and Medical Leave

Uber will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is requested. No lesser leave benefits will be granted than those set forth in such state or federal laws. In certain situations, the federal law requires that provisions of state law apply. In any case, employees will be eligible for the most generous benefits available under either law.

Please contact the Benefits Manager as soon as you become aware of the need for a family or medical leave. The following is a summary of the relevant provisions.

### Employee Eligibility

To be eligible for family and medical leave benefits, you must:

have worked for Uber for a total of at least 12 months;  
have actually worked at least 1,250 hours over the previous 12 months as of the start date for the leave; and  
work at a location where at least 50 employees are employed by Uber within 75 miles.

Reasons for Leave

State and federal laws allow FMLA Leave for various reasons. Because an employee's rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. FMLA Leave may be used for one of the following reasons:

the birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child ("Bonding Leave");  
to care for an immediate family member (spouse, registered domestic partner, child, or parent) with a serious health condition ("Family Care Leave");  
an employee's inability to work because of a serious health condition ("Serious Health Condition Leave");  
a "qualifying exigency" for military operations arising out of a spouse's, child's, or parent's Armed Forces (including the National Guard and Reserves) active duty or call to active duty in support of a "contingency operation" declared by the U.S. Secretary of Defense, President or Congress, as required by law ("Military Emergency Leave"); or  
to care for a spouse, child, parent or next of kin (nearest blood relative of an individual) who is an

Armed Forces member with a serious injury or illness incurred in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties ("Military Family Care Leave").

Unless otherwise required by law, a "qualifying exigency" under Military Emergency Leave will be defined by Uber on a case-by-case basis.

## Length of Leave

Eligible employees may take the maximum amount of leave allowed under state or federal law during a 12-month period. Uber will use a "rolling" 12-month period measured backward from the date you begin a leave to determine how much leave time is available to you.

The maximum amount of FMLA Leave will be twelve (12) workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both spouses (or registered domestic partners) work for Uber and are eligible for leave under this policy, the spouses (or registered domestic partners) will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or Family Care Leave.

The maximum amount of FMLA Leave for an employee wishing to take Military Family Care Leave will be a combined leave total of twenty-six (26) workweeks in a 12-month period.

EXAMPLE: You take 12 workweeks off to bond with a newly adopted child. Later, in that same 12-month period, you wish to take time off from work to care for a spouse, child, parent or next of kin under the Military Family Care Leave provision of this policy. Because the law allows extra time off for Military Family Care Leave, you will be allowed to take this time off, so long as the total amount of leave does not exceed 26 workweeks.

Under some circumstances, you may take FMLA Leave intermittently—which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule.

To the extent required by law, some extensions to FMLA Leave may be granted when the leave is necessitated by an employee's work-related injury/illness, a pregnancy related disability, or a "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law. In addition, in some circumstances, an extension to FMLA Leave may be granted when the leave is taken to care for a registered domestic partner and/or registered domestic partner's child. Certain restrictions on these benefits may apply.

## Notice and Certification

Employees seeking to use FMLA Leave for all purposes other than Military Emergency Leave may be required to provide:

30day advance notice when the need for the leave is foreseeable;

advance notice as soon as possible after learning of the need for leave when the leave is not foreseeable;

when the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days or else the leave will be denied (these forms are available from the Benefits Manager);

periodic recertification; and

periodic reports during the leave.

When leave is needed to Family Care Leave, Serious Health Condition Leave, or Military Family Care Leave, and is for planned medical treatment, you must try to schedule treatment so as not to unduly disrupt Uber's operation. Please contact the Benefits Manager prior to scheduling planned medical treatment.

Employees seeking to use FMLA Leave to cover Military Emergency Leave must provide Uber with as much notice of the need for leave as is reasonable and practicable under the circumstances.

If you fail to return to work at your leave's expiration and have not obtained an extension of the leave, Uber may presume that you do not plan to return to work and have voluntarily terminated your employment.

## Compensation During Leave

Generally, FMLA Leave is unpaid. However, you may be eligible to receive benefits through State-sponsored or Company-sponsored wage-supplement benefit programs. All such payments will be integrated so that you will receive no more than your regular compensation during this period.

## Benefits During Leave

Uber will continue making contributions for your group health benefits during your leave on the same terms as if you had continued to work. This means that if you want your benefits coverage to continue during your leave, you must also continue to make any premium payments that you are now required to make for yourself or your dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12 workweek period. Employees taking Military Family Care Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, Uber may recover premiums it paid to maintain health coverage if you fail to return to work following a FMLA Leave.

If you are on a FMLA Leave but are not entitled to continued paid group health insurance coverage, you may continue your coverage through Uber in conjunction with federal and/or state COBRA guidelines by making monthly payments to Uber for the amount of the relevant premium. Please contact the Benefits Manager for further information.

## Job Reinstatement

Under most circumstances, you will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if you would have been laid off had you not gone on leave, or if your position has been eliminated during the leave, then you will not be entitled to reinstatement.

## Pregnancy Disability Leave

Uber will grant an unpaid pregnancy disability leave to employees disabled on account of their pregnancy, childbirth, or related medical conditions.

## Leave Available

If you are disabled due to pregnancy, childbirth, or related medical condition you may take up to a maximum of four months' leave. Pregnancy disability leave runs concurrently with the family and medical leave under federal law, but not California law. Employees eligible for family and medical leave may have the option of taking additional leave beyond the end of their pregnancy disability leave. Please see the Benefits Manager for more information.

## Notice and Certification Requirements

If you need to take a pregnancy disability leave, you must provide Uber with reasonable advance notice. In addition, you must provide Uber with a health-care provider's statement certifying the last day you can work and the expected return date.

## Compensation During Leave

Pregnancy disability leaves are without pay, but you may be eligible for state disability or other wage reimbursement benefits that you may receive. At no time will you receive a greater total payment than your regular compensation.

## Benefits During Leave

If you are eligible for and granted family and medical leave concurrently with a pregnancy disability leave, then Uber will maintain, for up to a maximum of 12 workweeks per 12-month period, any group health insurance coverage that you were provided before the leave was taken on the same terms as if you had continued to work. In some instances, Uber may recover premiums it paid to maintain health coverage if you fail to return to work following your pregnancy disability leave.

If you are not eligible for continued group health insurance coverage, then you may continue your coverage through Uber in conjunction with federal COBRA guidelines by making monthly payments to Uber for the amount of the relevant premium. You should contact the Benefits Manager for further information.

## **Reinstatement**

In most circumstances, upon submitting an acceptable health-care provider release to return to work, you will be offered the same position held at the time of the leave or a comparable position, if available. However, you will not be entitled to any greater right to reinstatement than if you had been employed continuously rather than on leave. For example, if you would have been laid off if you had not gone on leave, and there is no comparable position available, then you will not be entitled to reinstatement. Similarly, if your position is filled during the leave in order to avoid undermining Uber's ability to operate safely and efficiently, and there is no comparable position available, then reinstatement will be denied.

## **Workers' Compensation Disability Leave**

Uber will grant a workers' compensation disability leave in accordance with state law if you have an occupational illness or injury. As an alternative, Uber may offer you modified work. Leave taken under the workers' compensation disability policy runs concurrently with family and medical leave under both federal and state law.

## **Notice And Certification Requirements**

You must report all workplace accidents, injuries and illnesses no matter how minor to your manager as soon as possible. In addition, you must provide Uber with a certification from a health-care provider of your workplace injury or illness, your inability to work, your work restrictions, and the expected duration of your inability to work and/or your work restrictions.

## **Compensation During Leave**

Workers' compensation disability leaves are without pay.

## **Military Leave (Active And Reserve Service)**

In accordance with applicable law, leave without pay is provided to employees when they enter military service of the Armed Forces of the United States, are in the Armed Forces Reserves or, in accordance with applicable state law, the National Guard. A leave of absence of up to 5 years will be granted to any employee who is called to active duty, or who voluntarily enlists in the military.

A leave of absence for temporary military duty will be granted for employees required to report for annual military training. Uber will pay the difference between military pay and an employee's normal rate of pay for up to 10 days per year. All employees returning from military service will be re-employed in accordance with the Uniformed Services Employment and Re-employment Act of 1994 (USERRA) and applicable state law.

Employees need to bring their military service orders to the People Operations Department and their Managers for review prior to commencement of the leave. Managers who have employees going on or returning from military service are to contact People Operations for proper guidance.

## **Other Time Off**

### **Funeral Or Bereavement Time Off**

In the event of the death of your current spouse, child, parent, brother, sister, mother-, or father-in-law, or any relative permanently residing in your household, you may take whatever time off you deem necessary, so long as you receive manager approval.

### **Jury Duty**

Uber encourages employees to serve on jury duty when called. Nonexempt employees will receive full pay while serving up to 5 days of jury duty. Exempt employees will receive pay for 1 week of absence due to jury duty. Exempt employees will not incur any reduction in pay for a partial week of absence due to jury duty. You must notify your manager of the need for time off for jury duty as soon as a notice or summons from the court is received. Any jury duty fees will be integrated with



any payments made by Uber such that at no time will you receive more than your regular compensation. You may be requested to provide written verification from the court clerk of having served. If work time remains after any day of jury duty, you will be expected to return to work for the remainder of your work schedule.

## **Voting Time Off**

If you cannot vote before or after working hours in statewide public elections, then you will be allowed sufficient time off to go to the polls. Uber will pay you for up to the first two hours of absence from regularly scheduled work which is necessary to vote in a statewide public election. Any additional time off will be without pay. You must give reasonable notice of the need to have time off to vote and must give at least three days' notice when three days' notice is possible.

## **Time Off For Volunteer Firefighters**

If you are a registered volunteer firefighter who intends to perform emergency duty during work hours, please alert a representative of Uber so that we are aware of the fact that you may have to take time off to perform emergency duty. In the event you are a volunteer firefighter and need to take time off for emergency duty, please alert your manager before leaving Uber premises. All time off to serve as a volunteer firefighter is unpaid.

## **Time Off For Parents' School Or Day Care Activities**

If you are a parent, guardian or grandparent with custody of a child in kindergarten or grades 1-12, or a licensed day care center, and you wish to take time off to visit the school or day care center of your child for an activity, you may take off up to eight hours each calendar month (up to a maximum of 40 hours each school year), per child, provided you give reasonable notice to Uber of your planned absence. Uber requires documentation from the school noting the date and time of your visit.

You may also be granted time off to attend a school conference involving the possible suspension of your child. Please contact your manager if time off is needed for this reason.

# **Communications & Technology**

## **Solicitation/Distribution of Literature**

Uber has established rules applicable to all employees which govern solicitation or distribution of written material during working time and entry onto the premises and work areas. All employees are expected to comply strictly with these Company rules.

No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed.

No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees at whom such activity is directed.

Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on Company property or in Company work areas.

Off duty employees are not permitted in areas not open to the public.

As used in this policy, "working time" includes all time for which an employee is paid and/or is scheduled to be performing services for Uber; it does not include break periods, meal periods, or periods in which an employee is not performing and is not scheduled to be performing services or work for Uber.

## **Electronic Communications Resources Use and Privacy**

Computers, e-mail, Internet access, telephones and voice mail systems are provided by Uber to assist you in performing your job duties. Use of these resources and systems is for business purposes only. Personal use of these resources and systems should be kept to a minimum and for emergency purposes only.

The equipment, services, and technology that comprise Uber communication and information systems remain at all times the property of Uber. All data that is composed, transmitted, accessed, or received via Uber telephone, computer, e-mail, and Internet systems is considered to be part of the official records of Uber and, as such, is subject to disclosure to Uber, law enforcement, or other third parties. Consequently, you should always ensure that the information transmitted through and contained in Uber communication and information systems is accurate, appropriate, ethical, and lawful. Uber reserves the right, in its sole discretion, without notice, to access, monitor, read, or download any data composed, transmitted, accessed, or received through or stored in its communication and information systems, including voice mail, e-mail, or Internet transmissions.

Uber purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, Uber does not have the right to reproduce such software for use on more than one computer. You may only use software on local area networks or on multiple machines according to the software licensing agreement. Uber prohibits the illegal duplication of software and its related documentation.

Internet and e-mail users should take the necessary anti-virus precautions before downloading or copying any file from the Internet or e-mail. All downloaded files are to be checked for viruses; all compressed files are to be checked before and after decompression.

Uber is committed to maintaining a workplace free of harassment and discrimination, and one that is sensitive to the diversity of its employees. Therefore, Uber prohibits the use of its communication or information systems in ways that are harassing, intimidating, threatening, disruptive, offensive to others, or harmful to morale.

Employees should notify Uber upon learning of a violation of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

## **Social Media**

At Uber, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

## **Guidelines**

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with Uber, as well as any other form of electronic communication.

The same principles and guidelines found in Company policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects customers, clients, suppliers, people who work on behalf of Uber or Uber's legitimate business interests may result in disciplinary action up to and including termination.

## **Know and follow the rules**

Carefully read these guidelines and this Handbook, including the Equal Employment Opportunity Statement and the Anti-Harassment Policy, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

## **Be respectful**

Always be fair and courteous to fellow employees, customers, clients, partners, suppliers or people who work on behalf of Uber. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers and managers than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene,

threatening or intimidating, that disparage customers, clients, employees, managers or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, religion or any other status protected by law or company policy.

## **Be honest and accurate**

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about Uber, fellow employees, managers, customers, clients, suppliers, people working on behalf of Uber or competitors.

## **Post only appropriate and respectful content**

Maintain the confidentiality of Company trade secrets and private or confidential information. Trades secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications. Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities. Such online conduct may also violate insider trading laws. Do not create a link from your blog, website or other social networking site to a Company website without identifying yourself as a Company employee. Express only your personal opinions. Never represent yourself as a spokesperson for Uber. If Uber is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of Uber, fellow employees, managers, customers, clients, suppliers or people working on behalf of Uber. If you do publish a blog or post online related to the work you do or subjects associated with Uber, make it clear that you are not speaking on behalf of Uber. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of Uber." Media contacts

Employees should not speak to the media on Uber's behalf without contacting and obtaining approval from the Chief Executive Officer or Vice President of Operations first. All media inquiries should be directed to [press@uber.com](mailto:press@uber.com).

# **Facilities**

## **Company Property**

All Uber property-including desks, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, office telephones, cellular telephones, modems, facsimile machines, duplicating machines, and vehicles-must be used properly and maintained in good working order. Employees who lose, steal, or misuse Uber property may be personally liable for replacing or fixing the item and may be subject to discipline, up to and including discharge.

## **Healthy & Safety**

The health and safety of employees and others on Company property are of critical concern to Uber. We strive to attain the highest possible level of safety in all activities and operations. Uber also intends to comply with all health and safety laws applicable to our business.

To this end, Uber must rely upon our employees to ensure that work areas are kept safe and free of hazardous conditions. Employees should be conscientious about work place safety including proper operating methods and known dangerous conditions or hazards. Employees should report any unsafe conditions or potential hazards to a manager immediately, even if you believe you have corrected the problem. If you suspect a concealed danger is present on Company premises, or in a product, facility, piece of equipment, process or business practice for which Uber is responsible, bring it to the attention of your manager immediately.

Any work place injury, accident or illness must be reported to your manager as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, managers will assist employees in medical care, after which the details of the injury or accident must be reported.

## **Conclusion**

Many Company policies and employee benefits have been treated only briefly in this handbook. If you have any questions or want more information, your manager will be glad to fill in the details for you. Uber management also will be happy to help you with questions or problems.