

## Fare Addendum

Updated as of January 6, 2020

You entered into a Platform Access Agreement (the “PAA”) by and among you and your company/business (“you”) and Portier, LLC, a subsidiary of Uber Technologies, Inc. (“Uber”). This is an addendum to the PAA and contains information about fare and payment terms. This addendum is effective as of the date and time you accept it.

Capitalized terms used herein but not defined shall have the meanings ascribed to them in the PAA. For the sake of clarity and depending on the context, references to “we,” “our” and “us” may also refer to Uber.

Upon acceptance this addendum is incorporated by reference and a part of the PAA. Except where modified above, the remainder of the PAA shall remain unchanged. This addendum replaces and supersedes any previous addendum that you have accepted related to the subject matter described herein.

**Fares; Gratuity.** The “Fare” paid for by the Delivery Recipient (or in some circumstances, by the Delivery Recipient plus funds from others) for a Delivery includes a base amount (including but not limited to a flat pickup and/or drop off fee) plus amounts based on the distance and/or time for each Delivery that you complete (provided that these amount may be based on the most efficient route and the estimated time amount between arrival at the Merchant pickup location to your drop off to the Delivery Recipient, including expected wait-time at pickup, expected travel time, and expected wait-time at drop off). The Fare may also include additional fees, such as a fee based on certain trip attributes, and may be adjusted based on marketplace factors, such as supply and demand. In the event that you accept multiple Delivery requests (for example, multiple pick up locations and/or multiple drop off locations) on a single trip, you agree that a single Fare will be inclusive of all Deliveries.

Notwithstanding the foregoing, when you receive a Delivery request, our Platform may surface a minimum Fare amount (“Upfront Fare”). You accept this Upfront Fare by accepting the Delivery request. In markets where you do not receive an Upfront Fare, we will provide you the base amounts and distance and/or time rates electronically, as applicable, and we will provide you notice of any changes. You accept these amounts and rates by accepting the applicable Delivery request.

Fares do not include gratuity, nor is receiving a gratuity guaranteed. Rather, Delivery Recipients may, in their sole discretion, decide to provide you with gratuity. Uber will not take any portion of your gratuity except as described below. If any gratuity is remitted using our application, it shall be included with other monies you may be entitled to receive (collectively, “Net Payment”).

**Our Service Fee.** In consideration for services connecting you to Delivery Recipients, as well as other related services including payment processing, you will pay us (and/or permit us to collect from amounts owed to you) a portion of the Delivery Recipient Payment (defined below) (on a

per-Delivery basis), calculated as the Delivery Recipient Payment (excluding any surcharges, applicable taxes, estimated tolls, and if the Delivery Recipient chooses, gratuity) minus the Fare (“*Service Fee*”). For the avoidance of doubt, you will not be charged a fee to access our Platform. In the event of a Delivery where the Fare is greater than the Delivery Recipient Payment (excluding any applicable fees retained by us, and taxes and surcharges described below or in your earning statement), no Service Fee will be charged for that Delivery.

**Incentives.** From time to time, you may be offered certain incentives to use our Platform. These incentives will be governed by separate terms and conditions provided to you in connection with those incentive offers.

**User Payment.** For each Delivery, the Delivery Recipient will pay an amount that includes applicable fees for each Delivery (which contributes to the Fare), and may also include additional charges, such as surcharges, taxes, estimated tolls, and if the Delivery Recipient chooses, gratuity (collectively, the “*Delivery Recipient Payment*”).

**Limited Agency.** In order to facilitate the transactions described in this addendum, you hereby appoint us as your limited agent for payment collection for your Deliveries and we hereby accept such appointment. We will process the Delivery Recipient Payment, on your behalf, through our Platform’s payment processing functionality. We will use commercially reasonable efforts to remit amounts owed to you at least once a week. The Fare and any gratuity will be treated as if paid to you directly by a Delivery Recipient. Either party may revoke this appointment by terminating this Agreement; such revocation will be effective after final settlement of all outstanding liabilities under this Agreement.

**Deductions; Set-off.** You also agree that Fares, incentives, and any gratuities may be used to satisfy a court order of garnishment against you; to reimburse us for citations, tickets, or other administrative penalties or fines assessed by governmental entities arising from your conduct; or to reimburse us for any erroneous overpayment to you.

**No Separate Payment Related to Uber Marketing or Delivery Recipient Promotions.** We often separately advertise and market our Platform and other products and services generally (including discounts or promotions) to Delivery Recipients that reduce what they ultimately pay for a Delivery. Advertising and marketing to Delivery Recipients does not impact your Fare, nor entitle you to any additional payment.

**Adjustments; Disputes.** In our good faith discretion, we may adjust or, in more serious situations, cancel or refund in its entirety, any component of the Delivery Recipient Payment for reasons such as fraud, a failure to properly end a Delivery, or your violation of this Agreement, such as failure to comply with the Requirements. If you believe in good faith that there was an error that requires an adjustment to your Net Payment, you can report that error by contacting us including by using the Driver app, phone support or visiting us in-person at a Greenlight Hub. You must report errors promptly or you will waive your right to dispute such Net Payment. Disputed amounts will be paid promptly upon resolution. Amounts owed to you will not include interest and, if permitted by applicable law, will be net of any amounts you owe us.

**Receipts.** Our Platform provides you with a system for delivering receipts to your Delivery Recipients. After completing a Delivery, the receipt will be electronically delivered to your Delivery Recipient on your behalf. It includes certain information about you and that Delivery (including your details).

**Taxes.** You are required to follow applicable law regarding your tax registration, calculation and remittance obligations for your Deliveries, as well as to provide us with all relevant tax information. You are responsible for taxes on your own income. Based on applicable tax or regulatory considerations, we may choose in our reasonable discretion to collect from your Delivery Recipient Payment, or other monies you may be entitled to receive, taxes applicable to your Deliveries and remit such amounts directly to the applicable taxing authority, and may provide any of the relevant tax information you have given us directly to the applicable tax authorities on your behalf or otherwise.

**By clicking “Yes, I agree,” I expressly acknowledge that I have read, understood, and considered the consequences of this addendum, that I agree to be bound by the terms of this addendum, and that I am legally competent to enter into this addendum with Uber.**