

**EU INFORMATION DOCUMENT  
UNDER THE EU PROSPECTUS REGULATION**

---



**UBER TECHNOLOGIES, INC.  
2019 EMPLOYEE STOCK PURCHASE PLAN**

**INFORMATION DOCUMENT**

**IMPORTANT INFORMATION FOR ELIGIBLE EMPLOYEES  
IN THE EUROPEAN UNION (EU) / EUROPEAN ECONOMIC AREA (EEA) / UNITED KINGDOM (UK)**

**Introduction**

Uber Technologies, Inc. (the “**Company**” or the “**Issuer**”) offers to its non-U.S. eligible employees (including employees in the EU/EEA) the opportunity to purchase shares of common stock, par value USD 0.00001 (the “**Shares**”), under the Uber Technologies, Inc. 2019 Employee Stock Purchase Plan (the “**Plan**”), at a discounted purchase price through contributions that are made by payroll deductions. This information document provides information about the number and nature of the securities and the reasons for and details of the offer or allotment. To that end, this information document describes the Issuer, the Plan, the grant of purchase rights under the Plan and the Shares to be purchased.

**Exemption from the EU Prospectus Regulation / UK Prospectus Regulation Rules**

To the extent offers of shares under the Plan are offers of securities to the public in the EU/EEA or the UK, the Issuer is relying on an exemption from the obligation to publish a prospectus which meets the requirements set forth in Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (the “**Prospectus Regulation**”) and the UK Prospectus Regulation Rules (the “**PRR**”). Article 1(4)(i) of the Prospectus Regulation and Rule 1.2.3(4)(i) of the PRR exempt issuers from the obligation to publish a prospectus if the securities are offered to existing or former directors or employees by their employer or by an affiliated undertaking provided that the present document is made available to the eligible employees (the “**Exemption**”). Accordingly, in reliance on the Exemption, the Issuer has not prepared or filed a prospectus with any competent regulatory authority in the EU/EEA or the UK in relation to offers made under the Plan, and no such prospectus has been approved and/or published in the EU/EEA or the UK.

This document does not constitute a prospectus. Instead, this document contains the information that the Company must make available to employees in the EU/EEA and the UK in order to comply with the Exemption.

**Information about the Issuer**

The Issuer is Uber Technologies, Inc., a U.S. publicly-traded corporation which has listed its Shares on New York Stock Exchange (the “**NYSE**”) under the ticker symbol “UBER.” Shares issued under the Plan will also be listed on the NYSE. The International Securities Identification Number (the “**ISIN**”) for the Shares

is US90353T1007. The U.S. security identification number (the "CUSIP number") for the Shares is US90353T100.

The Issuer's address is 1515 3rd Street, San Francisco, CA 94158, U.S.A.

Additional information about the Issuer, as well as the current trading price of the Shares and the total number of Shares that are issued and outstanding, can be found on its website at <https://investor.uber.com/home/default.aspx> and on the NYSE's website at [www.nyse.com](http://www.nyse.com). Filings made by the Company with the U.S. Securities and Exchange Commission ("**SEC**") are available on its website at [www.sec.gov](http://www.sec.gov). You also can access these filings through the Investor Relations section of the Company's website, or you can request copies of the filings by contacting the Company's Investor Relations Department at:

Uber Technologies, Inc.  
1515 3rd Street  
San Francisco, California 94158, U.S.A.  
(415) 612-8582

#### Reasons for the Offer

The purpose of the Plan is to seek to retain the services of employees, to secure and retain the services of new employees and to provide incentives for such persons to exert maximum efforts for the success of the Company and its related corporations or affiliates. The Plan provides a means by which eligible employees of the Company and certain of its related corporation or affiliates may be given an opportunity to purchase Shares at a discount.

#### Details of the Offer

##### Administration

The Plan is offered on a wholly discretionary basis. The Plan is administered by the Company's board of directors (the "**Board**"), which has delegated authority to the compensation committee of the board of directors to administer the Plan (the "**Administrator**"). The Administrator has the authority to, among other things, grant purchase rights under the Plan, designate which of the Company's related corporations or affiliates will be eligible to participate in the Plan, construe and interpret the Plan, settle all controversies regarding the Plan, and take any action it deems necessary or expedient for the administration of the Plan.

##### Eligibility

An employee who, as of the applicable enrollment deadline, is either an employee of the Company or a Designated Company (as defined in the Plan) is eligible to participate in the Plan, except that the following employees will not be eligible to participate Plan:

- employees whose customary employment is five months per calendar year or less, unless such employees must be allowed to participate in the Plan to comply with applicable law;
- employees who own (including ownership through related parties as determined under tax regulations and unvested or unexercised stock options covering the Shares) in the aggregate five (5) percent or more of the combined voting power or value of the Company or any of the Company's related corporations or affiliates (whether now existing or subsequently established); or
- employees in jurisdictions outside the United States if, as of the date on which a grant of purchase rights under the Plan is scheduled to commence, the grant of such purchase rights would not be in

compliance with the applicable law of any jurisdiction in which the employee resides or is employed, as determined in the sole discretion of the Board.

### **Time Frame of the Offer and Enrollment**

The Plan authorizes the Board to establish a period of time during which rights to purchase Shares are granted to eligible employees (an “**Offering**”) from time to time and to specify with respect to each Offering:

- a date on which an Offering begins (the “**Offering Date**”) and on which rights to purchase Shares will be granted to eligible employees;
- the length of time (an “**Offering Period**”), during which the Offering will be in effect, which cannot exceed a period of 27 months beginning with the Offering Date, and the dates on which Shares will be purchased pursuant to rights granted under the Offering (“**Purchase Dates**”) (the period of time between Purchase Dates during an Offering generally will be referred to as “**Purchase Periods**”); and
- the terms under which eligible employees may contribute money to purchase Shares in the Offering.

A new Offering will automatically begin approximately every six (6) months over the term of the Plan. Offerings will be concurrent such that more than one Offering may be in effect at a given time. Each new Offering will be approximately 12 months in duration and will consist of two (2) Purchase Periods, ending on or about May 20 and November 20 of each year.

Generally, to enroll in the Plan and authorize contributions to an Offering, an eligible employee must submit an enrollment form to the Company at least seven business days prior to the date the employee's participation is to be effective (or such other date specified by the Company). By submitting an enrollment form, an employee will authorize the Company to automatically deduct **after-tax** amounts from each of the employee's paychecks until the employee instructs the Company to stop the deductions or until the employee's employment is terminated. Payroll deductions shall be collectively referred to herein as “**contributions**.”

Once an employee submits an enrollment form to participate in the Plan, contributions will be taken continually from the first scheduled pay date on or after the Offering Date until:

- the employee are no longer an eligible employee;
- the employee's accrued contributions could result in a purchase of shares by the employee with a value exceeding the limits established under the Plan;
- the employee withdraws (or is deemed to have withdrawn) from participation;
- no further shares are authorized for purchase under the Plan; or
- the Board suspends or terminates the Plan, which it has the right to do at any time.

### **Minimum and Maximum Amount of Contributions**

Under current Offering standards, employees must contribute a minimum of 1% and can contribution up to a maximum of 15% of their earnings paid during each Offering. As an additional limitation, the aggregate number of Shares that an employee may purchase upon the exercise of a purchase right on any single Purchase Date may not exceed 1,500 shares or any share limits set by the Board for such offering. Currently, contributions are made solely through payroll deductions.

In setting contributions, the percentage an employee elects must be a whole percentage of the employee's earnings withheld, up to a maximum of 15% of the employee's earnings. For example, an employee may choose to have 2% or 3% of their earnings contributed during each pay period, but not 2.5%. The amount an employee chooses to have contributed within the prescribed limits is up to the employee. Please note that the percentage of earnings an employee elects to contribute is calculated based on the employee's gross (*i.e.*, pre-tax) earnings; however, the contributions come out of the employee's net (*i.e.*, after-tax) pay.

Once an employee enrolls in an Offering and authorize contributions, the employee will automatically be enrolled for all subsequent Offerings that begin after the end of the Offering in which the employee is then enrolled until one of the events set forth in the preceding section occurs.

Notwithstanding the foregoing, no eligible employee shall be granted a right to purchase Shares at a rate which exceeds USD 25,000 of the fair market value of such Shares (determined at the time the purchase right is granted) for each calendar year in which such purchase right is outstanding at any time.

For purposes of the Plan, "**earnings**" means an employee's base salary or base wages, and bonuses, commissions, and overtime pay, if applicable, including amounts the employee elects to defer or contribute under any 401(k) plan or other deferred compensation program or arrangement established by the Company or one of the Company's related corporations or affiliates. Earnings exclude all of the following: all other cash remuneration paid directly to an employee, including, without limitation, profit sharing contributions, the Company's or a related corporation's or an affiliate's cost of providing employee benefits, education or tuition reimbursements, imputed income (whether or not arising under any Company, related corporation or affiliate group insurance or benefit program), traveling expenses, business and moving expense reimbursements, housing and living allowances, income received, reported, or otherwise recognized in connection with stock options and other equity awards, contributions made by the Company, a related corporation or an affiliate under any employee benefit plan, and other similar items of compensation. If an employee's earnings increase or decrease, the dollar amount of the employee's contributions (but not the percentage of the employee's earnings contributed) will be adjusted accordingly.

### **Details of the Price**

The purchase price per Share purchased on each Purchase Date of an Offering will be 85% of the **lesser** of (i) the fair market value per Share on the Offering Date (*i.e.*, the first day of the Offering or, if such date falls on a day that is not a trading day, on the next subsequent trading day), or (ii) the fair market value per Share on the applicable Purchase Date (*i.e.*, the last day of a Purchase Period or, if such date falls on a day that is not a trading day, on the immediately preceding trading day).

### **Nature of the Offer**

Each employee will automatically purchase a whole number of Shares on a Purchase Date equal to or less than the employee's aggregate contributions divided by the applicable purchase price. The maximum number of Shares that may be purchased on a single Purchase Date by any employee is 1,500 shares. No fractional shares will be issued. Unless otherwise determined by the Administrator, any amounts remaining in an employee's account after the purchase of Shares that is in excess of the amount required to buy one Share will be refunded to the employee as soon as reasonably practicable without interest (unless otherwise required by applicable law) after each Purchase Date.

### **Number and Nature of the Securities Offered**

The maximum number of Shares that may be issued pursuant to the Plan is 25,000,000 Shares. In addition, the share reserve will automatically increase on January 1st of each year, for a period of not more than ten years, beginning on January 1, 2020 and ending on (and including) January 1, 2029, in an amount equal to the lesser of 1.0% of the total number of Shares outstanding on December 31st of the preceding year

and 25,000,000 Shares, unless the Board determines that no increase (or a lesser increase) will occur. Shares offered under the Plan can be authorized but unissued Shares or reacquired Shares, including Shares repurchased by the Company on the open market, at the Company's sole discretion.

### **Delivery**

As soon as reasonably practicable after each Purchase Date, Shares will be deposited directly into a Company-designated brokerage account maintained on each employee's behalf.

### **Commission**

A commission will be charged by the Company's designated Plan broker, Solium Capital ULC, at the time Shares purchased under the Plan are sold. In addition, the SEC imposes a fee on the transfer of Shares. This fee is paid to the SEC at the time of sale and is required for all equity trades.

### **Termination of Participation in the Plan**

An employee may withdraw from an Offering and receive a refund of his or her contributions, without interest, at any time prior to the end of the Offering, but excluding the seven business day period immediately preceding a Purchase Date (or such other period of time determined by the Company and communicated to employees), by delivering the required form of withdrawal notice. An employee who has withdrawn from an Offering may not again participate in that Offering, but may participate in subsequent Offerings.

### **Termination of Employment**

If an employee terminates employment for any reason (including death or disability), or the employee otherwise becomes ineligible to participate in the Plan, the employee's rights to purchase Shares under the Plan terminate immediately and the employee's contributions not already used to purchase Shares under the Plan will be returned to the employee (or to the employee's estate or designated beneficiary), without interest, as soon as administratively practicable.

An employee will not be deemed to have terminated employment or failed to remain in the continuous employ of the Company or of an affiliate in the case of sick leave, military leave, or any other leave of absence approved by the Company, so long as such leave is not more than ninety (90) days or reemployment upon the expiration of such leave is guaranteed by contract or statute. The Company will have sole discretion to determine whether an employee has terminated employment and the effective date on which the employee's employment terminated, regardless of any notice period or garden leave required under local law.

If an employee whose employment transfers or whose employment terminates with an immediate rehire (with no break in service) by or between the Company and a Designated Company or between Designated Companies will not be treated as having terminated employment for purposes of participating in the Plan or an Offering. If an employee is transferred to a related corporation or affiliate of the Company that is not eligible to participate in the Plan, the employee's rights to purchase Shares under the Plan will terminate immediately as of the employee's transfer date, and the employee's contributions not already used to purchase Shares under the plan will be returned to the employee, without interest, as soon as administratively practicable.

### **Non-transferability of Purchase Rights**

Purchase rights granted to an employee may not be voluntarily or involuntarily assigned, transferred, pledged, or otherwise disposed of in any way (other than by will or the laws of descent and distribution), and are exercisable during the employee's lifetime only by the employee.

## **Restriction on Shares and Transferability**

The Shares in this offering under the Plan are registered on a registration statement on Form S-8 with the SEC and are generally freely transferable (subject however to any transferability restrictions resulting from applicable insider trading laws and the Company's insider trading policy).

The Plan is intended to provide Shares for investment and not for resale. The Company does not, however, intend to restrict or influence any employee in the conduct of his or her own affairs. An employee, therefore, may sell Shares purchased under the Plan at any time he or she chooses, subject to compliance with any applicable securities laws. The employee assumes the risk of any market or currency fluctuations in the price of the Shares. Moreover the employee's attention is drawn to the risk of investing in the Company's shares generally as described, in particular, in the "Risk factors" section in the Company's SEC filings.

## **Termination, Suspension, or Amendment of the Plan**

The Company's board of directors may amend the Plan from time to time as it deems desirable in its sole discretion without approval of the shareholders of the Company, except to the extent shareholder approval is required. The Company's board of directors may terminate or suspend the Plan at any time in its sole discretion.

## **Information on the Shares and Rights Attached to the Shares**

The Shares acquired under the Plan are Shares of the Company, which will allow a shareholder to participate in:

- *Dividends* – If and when declared payable by the Company as authorized in its bylaws.
- *Voting* – As a shareholder, an employee will be entitled to vote at the Company's shareholder meetings where each of the Shares will count for one vote.
- *Information Reporting* – As a shareholder, an employee will have the right to receive certain information from the Company such as the Company's annual report to shareholders and annual proxy statement. The Company can make such information available for its shareholders at its office and/or via its website.
- *Liquidation Proceeds* – In the event of liquidation, dissolution or winding up of the Company, the holders of Shares are entitled to share ratably in all assets remaining after payment of or provisions for the Company's liabilities, subject to prior rights or preferred stock, if any, then outstanding.
- *No Preemptive, Redemptive or Conversion Provisions* – The Shares are not entitled to preemptive rights and are not subject to conversion or redemption.

With respect to Shares subject to a purchase right, an employee will not be deemed a shareholder with the above rights until the Shares have been purchased and delivered to the employee.

The Company may issue other classes of shares and/or securities which are not part of this offer and the Plan.

Note that the Company may, at any time, but subject to the passing of a shareholder vote, amend its Bylaws and/or Amended and Restated Certificate of Incorporation in a way that impacts the rights of holders of the Shares. These documents can be found <https://investor.uber.com/governance/default.aspx>.

## **Additional Information about the Plan**

Additional information about the Plan can be found on the Company's intranet site. Requests for information about the Plan also can be directed to [stock@uber.com](mailto:stock@uber.com).