

## PAYMENT DEDUCTION AUTHORIZATION AND AGREEMENT

By signing this Payment Deduction Authorization and Agreement (this "Authorization"),  
\_\_\_\_\_ (referred to herein as the "Driver," "I," "me" or "my") acknowledges, authorizes  
and agrees to the following:

(1) I am an independent contractor and provide transportation services under a Software License/Sublicense & Online Services Agreement ("Software License Agreement") with either Rasier-CA, LLC, Rasier-DC, LLC, Rasier-PA, LLC, Rasier, LLC or any other subsidiary of Rasier, LLC (the applicable entity being the "Payment Intermediary") depending on my state of residence. I am not a minor.

(2) I am voluntarily entering into a vehicle lease agreement (the "Lease") with Xchange Leasing, LLC, a Delaware limited liability company (the "Leasing Company"), to lease a motor vehicle from the Leasing Company (the "Vehicle").

(3) I understand that the Leasing Company and the Payment Intermediary are separate and independent entities.

(4) I understand, acknowledge and agree I was free to choose any dealership and any financing or leasing sources available to me in order to finance the purchase or to lease the Vehicle. I had no obligation to either lease the Vehicle from the Leasing Company or to enter into the Lease with the Leasing Company.

(5) I understand, acknowledge and agree that the Payment Intermediary is authorized to accept instructions in writing from the Leasing Company and to make payments to the Leasing Company on my behalf, the Driver, pursuant to the Leasing Company's instructions.

(6) I authorize the Payment Intermediary to deduct, solely from and to the extent of Driver Funds (as defined below) payable to me pursuant to the terms of my Software License Agreement and to transfer to the Leasing Company on my behalf (each, a "Transfer") any amounts requested by the Leasing Company. This Authorization shall remain in effect for the term of the Lease, and may not be withdrawn by me. "Driver Funds" means amounts received by the Payment Intermediary for Driver's Service Fees (as defined by and under the terms of the Software License Agreement), after deduction of amounts owed to the Payment Intermediary or its affiliate, as provided in the Software License and Service Fee Schedule, in effect from time to time.

(7) I understand, acknowledge and agree that if the Payment Intermediary or any of its affiliates and I have separately agreed that it may automatically deduct amounts from Driver Funds (other than any Transfers to the Leasing Company pursuant to this Authorization), the order of such deductions by the Payment Intermediary or such affiliates from the Driver Funds (including the amounts for any Transfer to the Leasing Company) (collectively, the "Automatic Deductions") shall be determined exclusively by the Payment Intermediary and its affiliates.

(8) I understand, acknowledge and agree that even if my weekly payments to the Leasing Company are less than my Driver Funds for such week, if my Automatic Deductions (in the aggregate) exceed my Driver Funds available for deduction for any week, I remain personally liable to the Leasing Company for any unpaid amount due to the Leasing Company under the Lease, as the Payment Intermediary and/or its affiliates may deduct other Automatic Deductions before making a Transfer, in its sole discretion. I hereby authorize the Leasing Company to instruct the Payment Intermediary to deduct the aforementioned payments from my Driver Funds. I understand, acknowledge and agree that if insufficient

Driver Funds are available, I remain obligated to make timely payments under my Lease with the Leasing Company. I understand, acknowledge and agree that this authorization in no way alters or lessens my continuing obligations under the Lease.

(9) I understand, acknowledge and agree that the Payment Intermediary is not a lender, takes no credit risk on my behalf, and shall not expend or advance its own funds in order to make any Transfer hereunder. I understand, acknowledge and agree that the Payment Intermediary shall not be liable for the payment of any indebtedness, expense or other obligation of mine and for the breach of any obligation, representation, warranty or covenant made or undertaken by me under the Lease or any other agreement entered into between me and the Leasing Company.

(10) I understand, acknowledge and agree that the Payment Intermediary is entitled to conclusively rely, without investigation, on any instructions received from the Leasing Company for purposes of making any Transfer of Driver Funds to the Leasing Company (it being understood and agreed that the amount of any such Transfer shall be based solely on such instructions).

(11) If requested by the Payment Intermediary, the Leasing Company is authorized to share with the Payment Intermediary information in the Leasing Company's possession relating to my interest rate, payment history and lease balance. The Payment Intermediary may use this information for purposes related to servicing any account I may have with the Payment Intermediary.

(12) I understand, acknowledge and agree that the Payment Intermediary is not acting as a fiduciary for me and no implied duties (including fiduciary duties) or obligations shall be read into this Authorization against the Payment Intermediary.

(13) I understand, acknowledge and agree that I am not entitled to any interest on Driver Funds which are at any time in the possession or under the control of the Payment Intermediary and that Driver Funds held by the Payment Intermediary need not be segregated in any manner.

(14) I understand, acknowledge and agree that the Payment Intermediary shall not be liable for (i) special, incidental, exemplary, consequential or punitive damages, however styled, including without limitation, lost profits or diminution in value and (ii) any losses due to forces beyond the control of Payment Intermediary, including, without limitation, strikes, work stoppages, acts of war or terrorism, insurrection, revolution, nuclear or natural catastrophes or acts of God and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services.

(15) I certify that I have not authorized any other deductions to be made from Driver Funds, other than any other authorizations and/or agreements with the Payment Intermediary or any of its affiliates.

**(16) THE CHOICE OF LAW PROVISIONS CONTAINED IN THIS SECTION 16 DO NOT APPLY TO THE ARBITRATION CLAUSE CONTAINED IN SECTION 17, SUCH ARBITRATION CLAUSE BEING GOVERNED BY THE FEDERAL ARBITRATION ACT. ACCORDINGLY, AND EXCEPT AS OTHERWISE STATED IN SECTION 17, THIS AUTHORIZATION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT REFERENCE TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF OR OF ANY OTHER JURISDICTION, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.**

**(17) I acknowledge, understand, and agree that the provisions contained in this Section 17 (collectively, the "Arbitration Provision") shall apply to this Authorization:**

**(a) How This Arbitration Provision Applies.**

This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “FAA”) and evidences a transaction involving commerce. This Arbitration Provision applies to any dispute arising out of or related to this Authorization or termination of the Authorization and survives after the Authorization terminates. Nothing contained in this Arbitration Provision shall be construed to prevent or excuse Driver from utilizing any procedure for resolution of complaints established in this Authorization (if any), and this Arbitration Provision is not intended to be a substitute for the utilization of such procedures.

**Except as it otherwise provides, this Arbitration Provision is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before a forum other than arbitration. This Arbitration Provision requires all such disputes to be resolved only by an arbitrator through final and binding arbitration on an individual basis only and not by way of court or jury trial, or by way of class, collective, or representative action.**

Except as provided in Section 17(e), below, regarding the Class Action Waiver, such disputes include without limitation disputes arising out of or relating to interpretation or application of this Arbitration Provision, including the enforceability, revocability or validity of the Arbitration Provision or any portion of the Arbitration Provision. All such matters shall be decided by an Arbitrator and not by a court or judge.

Except as it otherwise provides, this Arbitration Provision also applies, without limitation, to disputes arising out of or related to this Authorization and disputes arising out of or related to the Driver’s relationship with the Payment Intermediary, including termination of the relationship. This Arbitration Provision also applies, without limitation, to disputes regarding any city, county, state or federal wage-hour law, trade secrets, unfair competition, compensation, breaks and rest periods, expense reimbursement, termination, harassment and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by the Payment Intermediary or its affiliates and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), Genetic Information Non-Discrimination Act, and state statutes, if any, addressing the same or similar subject matters, and all other similar federal and state statutory and common law claims.

This Authorization is intended to require arbitration of every claim or dispute that lawfully can be arbitrated, except for those claims and disputes which by the terms of this Authorization are expressly excluded from the Arbitration Provision.

**(b) Limitations On How This Authorization Applies.**

The disputes and claims set forth below shall not be subject to arbitration and the requirement to arbitrate set forth in this Arbitration Provision shall not apply:

Claims for workers compensation, state disability insurance and unemployment insurance benefits;

Regardless of any other terms of this Arbitration Provision, claims may be brought before and remedies awarded by an administrative agency if applicable law permits access to such an agency notwithstanding the existence of an agreement to arbitrate. Such administrative claims include without limitation claims or charges brought before the Equal Employment Opportunity Commission ([www.eeoc.gov](http://www.eeoc.gov)), the U.S. Department of Labor ([www.dol.gov](http://www.dol.gov)), the National Labor Relations Board ([www.nlr.gov](http://www.nlr.gov)), or the Office

of Federal Contract Compliance Programs ([www.dol.gov/esa/ofccp](http://www.dol.gov/esa/ofccp)). Nothing in this Arbitration Provision shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration;

Disputes that may not be subject to predispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) are excluded from the coverage of this Arbitration Provision;

Disputes regarding the Driver's or the Payment Intermediary's or its affiliates' intellectual property rights;

This Arbitration Provision shall not be construed to require the arbitration of any claims against a contractor that may not be the subject of a mandatory arbitration agreement as provided by section 8116 of the Department of Defense ("DoD") Appropriations Act for Fiscal Year 2010 (Pub. L. 111-118), section 8102 of the Department of Defense ("DoD") Appropriations Act for Fiscal Year 2011 (Pub. L. 112-10, Division A), and their implementing regulations, or any successor DoD appropriations act addressing the arbitrability of claims.

(c) Selecting The Arbitrator and Location of the Arbitration.

The Arbitrator shall be selected by mutual agreement of the Payment Intermediary and the Driver. Unless the Driver and the Payment Intermediary mutually agree otherwise, the Arbitrator shall be an attorney licensed to practice in the location where the arbitration proceeding will be conducted or a retired federal or state judicial officer who presided in the jurisdiction where the arbitration will be conducted. If the parties cannot agree on an Arbitrator, then an arbitrator will be selected using the alternate strike method from a list of five (5) neutral arbitrators provided by JAMS (Judicial Arbitration & Mediation Services). The Driver will have the option of making the first strike. If a JAMS arbitrator is used, then the JAMS Streamlined Arbitration Rules & Procedures rules will apply. Those rules are available here: <http://www.jamsadr.com/rules-streamlined-arbitration/>

The location of the arbitration proceeding shall be no more than 45 miles from the place where the Driver last provided transportation services under the Software License Agreement, unless each party to the arbitration agrees in writing otherwise.

(d) Starting The Arbitration.

All claims in arbitration are subject to the same statutes of limitation that would apply in court. The party bringing the claim must demand arbitration in writing and deliver the written demand by hand or first class mail to the other party within the applicable statute of limitations period. The demand for arbitration shall include identification of the parties, a statement of the legal and factual basis of the claim(s), and a specification of the remedy sought. Any demand for arbitration made to Uber shall be provided to c/o Legal, Uber Technologies, Inc., 1455 Market St., Ste. 400, San Francisco CA 94103. The arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration. A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such provisional relief.

(e) How Arbitration Proceedings Are Conducted.

In arbitration, the parties will have the right to conduct adequate civil discovery, bring dispositive motions, and present witnesses and evidence as needed to present their cases and defenses, and any disputes in this regard shall be resolved by the Arbitrator.

**The Driver and Uber agree to resolve any dispute in arbitration on an individual basis only, and not on a class, collective, or private attorney general representative action basis (“Class Action Waiver”). The Arbitrator shall have no authority to consider or resolve any claim or issue any relief on any basis other than an individual basis. The Arbitrator shall have no authority to consider or resolve any claim or issue any relief on a class, collective, or representative basis.** Notwithstanding any other provision of this Authorization, the Arbitration Provision or the JAMS Streamlined Arbitration Rules & Procedures, disputes regarding the enforceability, revocability or validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class, collective, representative or private attorney general action and (2) there is a final judicial determination that all or part of the Class Action Waiver unenforceable, the class, collective, representative and/or private attorney general action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

While the Payment Intermediary will not take any retaliatory action in response to any exercise of rights the Driver may have under Section 7 of the National Labor Relations Act, if any, the Payment Intermediary shall not be precluded from moving to enforce its rights under the FAA to compel arbitration on the terms and conditions set forth in this Authorization.

(f) Paying For The Arbitration.

Each party will pay the fees for his, her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law (i.e., a party prevails on a claim that provides for the award of reasonable attorney fees to the prevailing party). In all cases where required by law, the Payment Intermediary will pay the Arbitrator's and arbitration fees. If under applicable law the Payment Intermediary is not required to pay all of the Arbitrator's and/or arbitration fees, such fee(s) will be apportioned equally between the parties or as otherwise required by applicable law. Any disputes in that regard will be resolved by the Arbitrator.

(g) The Arbitration Hearing And Award.

The parties will arbitrate their dispute before the Arbitrator, who shall confer with the parties regarding the conduct of the hearing and resolve any disputes the parties may have in that regard. Within 30 days of the close of the arbitration hearing, or within a longer period of time as agreed to by the parties or as ordered by the Arbitrator, any party will have the right to prepare, serve on the other party and file with the Arbitrator a brief. The Arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the Arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this Arbitration Provision. The Arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. Except as may be permitted or required by law, as determined by the Arbitrator, neither a party nor an Arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all Parties. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration. The Arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error.

**(h) Right To Opt Out Of Arbitration.**

Arbitration is not a mandatory condition of the Driver's contractual relationship with the Payment Intermediary. If the Driver does not want to be subject to this Arbitration Provision, the Driver may opt out of this Arbitration Provision by notifying the Payment Intermediary in writing of the Driver's desire to opt out of this Arbitration Provision, either by (1) sending, within 30 days of the date this Authorization is executed by the Driver, electronic mail to [optout@uber.com](mailto:optout@uber.com), stating the Driver's name and intent to opt out of the Arbitration Provision or (2) by sending a letter by U.S. Mail, or by any nationally recognized delivery service (e.g, UPS, Federal Express, etc.), or by hand delivery to:

c/o  
Legal  
Uber Technologies, Inc.  
1455 Market St., Ste. 400  
San Francisco CA 94103

In order to be effective, the letter under option (2) must clearly indicate the Driver's intent to opt out of this Arbitration Provision, and must be dated and signed. The envelope containing the signed letter must be received (if delivered by hand) or post-marked within 30 days of the date this Authorization is executed by the Driver. The Driver's writing opting out of this Arbitration Provision, whether sent by (1) or (2), will be filed with a copy of this Authorization and maintained by the Payment Intermediary. Should the Driver not opt out of this Arbitration Provision within the 30-day period, the Driver and the Payment Intermediary shall be bound by the terms of this Arbitration Provision. The Driver have the right to consult with counsel of the Driver's choice concerning this Arbitration Provision. The Driver understands that the Driver will not be subject to retaliation if the Driver exercises the Driver's right to assert claims or opt-out of coverage under this Arbitration Provision.

**(i) Enforcement Of This Authorization.**

This Arbitration Provision is the full and complete agreement relating to the formal resolution of disputes arising out of this Authorization. Except as stated in subsection (e), above, in the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable.

[Signature page follows]

\_\_\_\_\_  
Driver

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Signature Page to Payment Deduction Authorization and Agreement*