UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the quarterly period ended September 30, 2020
OR
☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from_____ to _____
Commission File Number: 001-38902

UBER TECHNOLOGIES, INC.

(Exact name of registrant as specified in its charter)
Not Applicable
(Former name, former address and former fiscal year, if changed since last report)

Delaware	**45-2647441**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

1455 Market Street, 4th Floor
San Francisco, California 94103
(Address of principal executive offices, including zip code)
(415) 612-8582
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.00001 per share	UBER	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒
The number of shares of the registrant's common stock outstanding as of October 29, 2020 was 1,763,768,098.

UBER TECHNOLOGIES, INC.
TABLE OF CONTENTS

		Pages
	Special Note Regarding Forward-Looking Statements	2
	PART I - FINANCIAL INFORMATION	4
Item 1.	Financial Statements (unaudited)	4
	Condensed Consolidated Balance Sheets as of December 31, 2019 and September 30, 2020	4
	Condensed Consolidated Statements of Operations for the Three and Nine Months Ended September 30, 2019 and 2020	5
	Condensed Consolidated Statements of Comprehensive Loss for the Three and Nine Months Ended September 30, 2019 and 2020	6
	Condensed Consolidated Statements of Mezzanine Equity and Equity (Deficit) for the Three and Nine Months Ended September 30, 2019 and 2020	7
	Condensed Consolidated Statements of Cash Flows for the Nine Months Ended September 30, 2019 and 2020	10
	Notes to Condensed Consolidated Financial Statements	12
Item 2.	Management's Discussion and Analysis of Financial Condition and Results of Operations	50
Item 3.	Quantitative and Qualitative Disclosures About Market Risk	72
Item 4.	Controls and Procedures	73
	PART II - OTHER INFORMATION	73
Item 1.	Legal Proceedings	73
Item 1A.	Risk Factors	74
Item 2.	Unregistered Sales of Equity Securities and Use of Proceeds	111
Item 6.	Exhibits	111
	Signatures	113

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. All statements other than statements of historical facts contained in this Quarterly Report on Form 10-Q, including statements regarding our future results of operations or financial condition, business strategy and plans, and objectives of management for future operations, are forward-looking statements. In some cases, you can identify forward-looking statements because they contain words such as “anticipate,” “believe,” “contemplate,” “continue,” “could,” “estimate,” “expect,” “hope,” “intend,” “may,” “might,” “objective,” “ongoing,” “plan,” “potential,” “predict,” “project,” “should,” “target,” “will,” or “would” or the negative of these words or other similar terms or expressions. These forward-looking statements include, but are not limited to, statements concerning the following:

- the impacts of COVID-19 or other future pandemics on our business, results of operations, financial position and cash flows;
- our ability to successfully defend litigation and government proceedings brought against us, including with respect to our relationship with drivers and delivery persons, and the potential impact on our business operations and financial performance if we are not successful;
- our ability to successfully compete in highly competitive markets;
- our ability to effectively manage our growth and maintain and improve our corporate culture;
- our expectations regarding financial performance, including but not limited to revenue, Adjusted Net Revenue, potential profitability and the timing thereof, ability to generate positive Adjusted EBITDA, expenses, and other results of operations;
- our expectations regarding future operating performance, including but not limited to our expectations regarding future Monthly Active Platform Consumers (“MAPCs”), Trips, Gross Bookings, and Take Rate;
- our expectations regarding our competitors’ use of incentives and promotions, our competitors’ ability to raise capital, and the effects of such incentives and promotions on our growth and results of operations;
- our anticipated investments in new products and offerings, and the effect of these investments on our results of operations;
- our anticipated capital expenditures and our estimates regarding our capital requirements;
- our ability to close and integrate acquisitions into our operations;
- anticipated technology trends and developments and our ability to address those trends and developments with our products and offerings;
- the size of our addressable markets, market share, category positions, and market trends, including our ability to grow our business in countries we have identified as expansion markets;
- the safety, affordability, and convenience of our platform and our offerings;
- our ability to identify, recruit, and retain skilled personnel, including key members of senior management;
- our expected growth in the number of platform users, and our ability to promote our brand and attract and retain platform users;
- our ability to maintain, protect, and enhance our intellectual property rights;
- our ability to introduce new products and offerings and enhance existing products and offerings;
- our ability to successfully enter into new geographies, expand our presence in countries in which we are limited by regulatory restrictions, and manage our international expansion;
- our ability to successfully renew licenses to operate our business in certain jurisdictions;
- the availability of capital to grow our business;
- our ability to meet the requirements of our existing debt and draw on our line of credit;
- our ability to prevent disturbance to our information technology systems;
- our ability to comply with existing, modified, or new laws and regulations applying to our business; and
- our ability to implement, maintain, and improve our internal control over financial reporting.

Actual events or results may differ from those expressed in forward-looking statements. As such, you should not rely on forward-looking statements as predictions of future events. We have based the forward-looking statements contained in this Quarterly Report on Form 10-Q primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition, operating results, prospects, strategy, and financial needs. The outcome of the events described in these forward-looking statements is subject to risks, uncertainties, assumptions, and other factors described in the section titled “Risk

Factors" and elsewhere in this Quarterly Report on Form 10-Q. Moreover, we operate in a highly competitive and rapidly changing environment. New risks and uncertainties emerge from time to time, and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this Quarterly Report on Form 10-Q. The results, events and circumstances reflected in the forward-looking statements may not be achieved or occur, and actual results, events or circumstances could differ materially from those described in the forward-looking statements.

In addition, statements that "we believe" and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based on information available to us as of the date of this Quarterly Report on Form 10-Q. While we believe that such information provides a reasonable basis for these statements, such information may be limited or incomplete. Our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all relevant information. These statements are inherently uncertain, and investors are cautioned not to unduly rely on these statements.

The forward-looking statements made in this Quarterly Report on Form 10-Q speak only as of the date on which the statements are made. We undertake no obligation to update any forward-looking statements made in this Quarterly Report on Form 10-Q to reflect events or circumstances after the date of this Quarterly Report on Form 10-Q or to reflect new information, actual results, revised expectations, or the occurrence of unanticipated events, except as required by law. We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements, and you should not place undue reliance on our forward-looking statements.

PART I - FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

UBER TECHNOLOGIES, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(In millions, except share amounts which are reflected in thousands, and per share amounts)
(Unaudited)

	As of December 31, 2019	As of September 30, 2020
Assets		
Cash and cash equivalents	$ 10,873	$ 6,154
Short-term investments	440	1,132
Restricted cash and cash equivalents	99	218
Accounts receivable, net of allowance of $34 and $51, respectively	1,214	773
Prepaid expenses and other current assets	1,299	1,135
Total current assets	13,925	9,412
Restricted cash and cash equivalents	1,095	1,394
Collateral held by insurer	1,199	940
Investments (including amortized cost of debt securities of $2,279 and $2,281)	10,527	8,983
Equity method investments	1,364	1,190
Property and equipment, net	1,731	1,883
Operating lease right-of-use assets	1,594	1,327
Intangible assets, net	71	654
Goodwill	167	2,988
Other assets	88	123
Total assets	$ 31,761	$ 28,894
Liabilities, mezzanine equity and equity		
Accounts payable	$ 272	$ 240
Short-term insurance reserves	1,121	1,289
Operating lease liabilities, current	196	175
Accrued and other current liabilities	4,050	5,217
Total current liabilities	5,639	6,921
Long-term insurance reserves	2,297	2,113
Long-term debt, net of current portion	5,707	6,667
Operating lease liabilities, non-current	1,523	1,527
Other long-term liabilities	1,412	1,484
Total liabilities	16,578	18,712
Commitments and contingencies (Note 13)		
Mezzanine equity		
Redeemable non-controlling interests	311	549
Equity		
Common stock, $0.00001 par value, 5,000,000 shares authorized for both periods, 1,716,681 and 1,760,817 shares issued and outstanding, respectively	—	—
Additional paid-in capital	30,739	31,549
Accumulated other comprehensive loss	(187)	(445)
Accumulated deficit	(16,362)	(22,162)
Total Uber Technologies, Inc. stockholders' equity	14,190	8,942
Non-redeemable non-controlling interests	682	691
Total equity	14,872	9,633
Total liabilities, mezzanine equity and equity	$ 31,761	$ 28,894

The accompanying notes are an integral part of these condensed consolidated financial statements.

UBER TECHNOLOGIES, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(In millions, except share amounts which are reflected in thousands, and per share amounts)
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2019	2020	2019	2020
Revenue	$ 3,813	$ 3,129	$ 10,078	$ 8,913
Costs and expenses				
Cost of revenue, exclusive of depreciation and amortization shown separately below	1,860	1,614	5,281	4,652
Operations and support	498	365	1,796	1,450
Sales and marketing	1,113	924	3,375	2,545
Research and development	755	493	4,228	1,722
General and administrative	591	711	2,652	2,135
Depreciation and amortization	102	138	371	395
Total costs and expenses	4,919	4,245	17,703	12,899
Loss from operations	(1,106)	(1,116)	(7,625)	(3,986)
Interest expense	(90)	(112)	(458)	(340)
Other income (expense), net	49	151	707	(1,688)
Loss before income taxes and loss from equity method investments	(1,147)	(1,077)	(7,376)	(6,014)
Provision for (benefit from) income taxes	3	23	20	(215)
Loss from equity method investments	(9)	(8)	(25)	(27)
Net loss including non-controlling interests	(1,159)	(1,108)	(7,421)	(5,826)
Less: net income (loss) attributable to non-controlling interests, net of tax	3	(19)	(11)	(27)
Net loss attributable to Uber Technologies, Inc.	$ (1,162)	$ (1,089)	$ (7,410)	$ (5,799)
Net loss per share attributable to Uber Technologies, Inc. common stockholders:				
Basic	$ (0.68)	$ (0.62)	$ (6.79)	$ (3.33)
Diluted	$ (0.68)	$ (0.62)	$ (6.79)	$ (3.33)
Weighted-average shares used to compute net loss per share attributable to common stockholders:				
Basic	1,700,213	1,755,029	1,092,241	1,739,488
Diluted	1,700,213	1,755,029	1,092,241	1,739,488

The accompanying notes are an integral part of these condensed consolidated financial statements.

UBER TECHNOLOGIES, INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
(In millions)
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2019	2020	2019	2020
Net loss including non-controlling interests	$ (1,159)	$ (1,108)	$ (7,421)	$ (5,826)
Other comprehensive income (loss), net of tax:				
Change in foreign currency translation adjustment	(14)	137	3	(268)
Change in unrealized gain (loss) on investments in available-for-sale securities	(4)	62	—	10
Other comprehensive income (loss), net of tax	(18)	199	3	(258)
Comprehensive loss including non-controlling interests	(1,177)	(909)	(7,418)	(6,084)
Less: comprehensive income (loss) attributable to non-controlling interests	3	(19)	(11)	(27)
Comprehensive loss attributable to Uber Technologies, Inc.	$ (1,180)	$ (890)	$ (7,407)	$ (6,057)

The accompanying notes are an integral part of these condensed consolidated financial statements.

UBER TECHNOLOGIES, INC.
CONDENSED CONSOLIDATED STATEMENTS OF MEZZANINE EQUITY AND EQUITY (DEFICIT)
(In millions, except share amounts which are reflected in thousands)
(Unaudited)

	Redeemable Non-Controlling Interests	Redeemable Convertible Preferred Stock		Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Non-redeemable Non-Controlling Interests	Total Equity (Deficit)
		Shares	Amount	Shares	Amount					
Balance as of December 31, 2018	$ —	903,607	$ 14,177	457,189	$ —	$ 668	$ (188)	$ (7,865)	$ —	$ (7,385)
Cumulative effect of adoption of new accounting standard	—	—	—	—	—	—	—	9	—	9
Exercise of warrants	—	923	45	—	—	—	—	—	—	—
Lapsing of repurchase option related to Series E redeemable convertible preferred stock issued to a non-employee service provider	—	—	2	—	—	—	—	—	—	—
Repurchase of outstanding shares	—	—	—	(1)	—	—	—	—	—	—
Exercise of stock options	—	—	—	677	—	4	—	—	—	4
Repurchase of unvested early-exercised stock options	—	—	—	(32)	—	—	—	—	—	—
Stock-based compensation	—	—	—	—	—	10	—	—	—	10
Unrealized loss on investments in available-for-sale securities, net of tax	—	—	—	—	—	—	(4)	—	—	(4)
Foreign currency translation adjustment	—	—	—	—	—	—	(54)	—	—	(54)
Net loss	(4)	—	—	—	—	—	—	(1,012)	—	(1,012)
Balance as of March 31, 2019	(4)	904,530	14,224	457,833	—	682	(246)	(8,868)	—	(8,432)
Lapsing of repurchase option related to common stock issued to a non-employee service provider	—	—	—	—	—	3	—	—	—	3
Conversion of warrant to common stock in connection with initial public offering	—	—	—	150	—	6	—	—	—	6
Conversion of convertible notes to common stock in connection with initial public offering	—	—	—	93,978	—	4,229	—	—	—	4,229
Exercise of stock options	—	—	—	501	—	1	—	—	—	1
Stock-based compensation	—	—	—	—	—	3,943	—	—	—	3,943
Unrealized gain on investments in available-for-sale securities, net of tax	—	—	—	—	—	—	8	—	—	8
Foreign currency translation adjustment	—	—	—	—	—	—	71	—	—	71
Issuance of common stock in connection with initial public offering, net of offering costs	—	—	—	180,000	—	7,973	—	—	—	7,973
Conversion of redeemable convertible preferred stock to common stock in connection with initial public offering	—	(904,530)	(14,224)	904,530	—	14,224	—	—	—	14,224
Issuance of common stock related to private placement	—	—	—	11,111	—	500	—	—	—	500
Issuance of common stock for settlement of RSUs	—	—	—	80,015	—	—	—	—	—	—
Shares withheld related to net share settlement	—	—	—	(30,504)	—	(1,368)	—	—	—	(1,368)
Net loss	(10)	—	—	—	—	—	—	(5,236)	—	(5,236)
Balance as of June 30, 2019	(14)	—	—	1,697,614	—	30,193	(167)	(14,104)	—	15,922

Lapsing of repurchase option related to common stock issued to a non-employee service provider	—	—	—	—	—	2	—	—	—	2
Exercise of stock options	—	—	—	94	—	—	—	—	—	—
Stock-based compensation	—	—	—	—	—	426	—	—	—	426
Reclassification of share-based award liability to additional paid-in capital	—	—	—	—	—	20	—	—	—	20
Issuance and repayment of employee loans collateralized by outstanding common stock	—	—	—	—	—	10	—	—	—	10
Issuance of common stock as consideration for investment and acquisition	—	—	—	188	—	9	—	—	—	9
Issuance of common stock for settlement of RSUs	—	—	—	9,553	—	—	—	—	—	—
Shares withheld related to net share settlement	—	—	—	(3,820)	—	(147)	—	—	—	(147)
Issuance of non-controlling interests	333	—	—	—	—	—	—	—	667	667
Unrealized loss on investments in available-for-sale securities, net of tax	—	—	—	—	—	—	(4)	—	—	(4)
Foreign currency translation adjustment	—	—	—	—	—	—	(14)	—	—	(14)
Net loss	(10)	—	—	—	—	—	—	(1,162)	13	(1,149)
Balance as of September 30, 2019	$ 309	—	$ —	1,703,629	$ —	$ 30,513	$ (185)	$ (15,266)	$ 680	$ 15,742

The accompanying notes are an integral part of these condensed consolidated financial statements.

UBER TECHNOLOGIES, INC.
CONDENSED CONSOLIDATED STATEMENTS OF MEZZANINE EQUITY AND EQUITY
(In millions, except share amounts which are reflected in thousands)
(Unaudited)

	Redeemable Non-Controlling Interests	Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Non-Redeemable Non-Controlling Interests	Total Equity
		Shares	Amount					
Balance as of December 31, 2019	$ 311	1,716,681	$ —	$ 30,739	$ (187)	$ (16,362)	$ 682	$ 14,872
Exercise of stock options	—	4,359	—	14	—	—	—	14
Stock-based compensation	—	—	—	285	—	—	—	285
Issuance of common stock for settlement of RSUs	—	8,917	—	—	—	—	—	—
Shares withheld related to net share settlement	—	(107)	—	(3)	—	—	—	(3)
Unrealized loss on investments in available-for-sale securities, net of tax	—	—	—	—	(60)	—	—	(60)
Foreign currency translation adjustment	—	—	—	—	(148)	—	—	(148)
Distributions to non-controlling interests	(3)	—	—	—	—	—	(4)	(4)
Net loss	(18)	—	—	—	—	(2,936)	8	(2,928)
Balance as of March 31, 2020	290	1,729,850	—	31,035	(395)	(19,298)	686	12,028
Exercise of stock options	—	3,106	—	8	—	—	—	8
Stock-based compensation	—	—	—	143	—	—	—	143
Issuance of common stock under the Employee Stock Purchase Plan	—	3,265	—	82	—	—	—	82
Issuance of common stock for settlement of RSUs	—	9,778	—	—	—	—	—	—
Shares withheld related to net share settlement	—	(42)	—	(1)	—	—	—	(1)
Unrealized gain on investments in available-for-sale securities, net of tax	—	—	—	—	8	—	—	8
Foreign currency translation adjustment	—	—	—	—	(257)	—	—	(257)
Distributions to non-controlling interests	(3)	—	—	—	—	—	(5)	(5)
Net loss	(5)	—	—	—	—	(1,775)	8	(1,767)
Balance as of June 30, 2020	282	1,745,957	—	31,267	(644)	(21,073)	689	10,239
Exercise of stock options	—	1,430	—	6	—	—	—	6
Stock-based compensation	—	—	—	191	—	—	—	191
Issuance of common stock for settlement of RSUs	—	10,791	—	—	—	—	—	—
Shares withheld related to net share settlement	—	(356)	—	(11)	—	—	—	(11)
Unrealized gain on investments in available-for-sale securities, net of tax	—	—	—	—	62	—	—	62
Foreign currency translation adjustment	—	—	—	—	137	—	—	137
Issuance of common stock as consideration for acquisitions	—	2,995	—	96	—	—	—	96
Recognition of non-controlling interest on acquisition	290	—	—	—	—	—	—	—
Distributions to non-controlling interests	(1)	—	—	—	—	—	(1)	(1)
Net loss	(22)	—	—	—	—	(1,089)	3	(1,086)
Balance as of September 30, 2020	$ 549	1,760,817	$ —	$ 31,549	$ (445)	$ (22,162)	$ 691	$ 9,633

The accompanying notes are an integral part of these condensed consolidated financial statements.

UBER TECHNOLOGIES, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In millions)
(Unaudited)

	Nine Months Ended September 30,	
	2019	**2020**
Cash flows from operating activities		
Net loss including non-controlling interests	$ (7,421)	$ (5,826)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	371	395
Bad debt expense	79	51
Stock-based compensation	4,353	591
Gain on extinguishment of convertible notes and settlement of derivatives	(444)	—
Gain on business divestitures, net	—	(127)
Deferred income taxes	(55)	(272)
Revaluation of derivative liabilities	(58)	—
Accretion of discount on long-term debt	80	36
Loss from equity method investments	25	27
Unrealized (gain) loss on debt and equity securities, net	(1)	123
Impairment of debt and equity securities	—	1,690
Impairments of goodwill, long-lived assets and other assets	—	372
Unrealized foreign currency transactions	(16)	44
Other	3	(39)
Change in assets and liabilities, net of impact of business acquisitions and disposals:		
Accounts receivable	(342)	380
Prepaid expenses and other assets	(467)	159
Collateral held by insurer	—	259
Operating lease right-of-use assets	135	274
Accounts payable	(23)	(34)
Accrued insurance reserves	356	(16)
Accrued expenses and other liabilities	997	77
Operating lease liabilities	(94)	(104)
Net cash used in operating activities	(2,522)	(1,940)
Cash flows from investing activities		
Proceeds from sale and disposal of property and equipment	41	2
Purchases of property and equipment	(406)	(493)
Purchases of marketable securities	—	(1,493)
Proceeds from maturities and sales of marketable securities	—	801
Proceeds from business disposal, net of cash divested	293	—
Acquisition of businesses, net of cash acquired	(7)	(1,536)
Return of capital from equity method investee	—	91
Purchase of note receivable	—	(85)
Purchase of non-marketable equity securities	—	(10)
Other investing activities	—	46
Net cash used in investing activities	(79)	(2,677)
Cash flows from financing activities		
Proceeds from issuance of common stock upon initial public offering, net of offering costs	7,973	—
Taxes paid related to net share settlement of equity awards	(1,514)	(15)

Proceeds from issuance of common stock related to private placement	500	—
Proceeds from issuance of subsidiary preferred stock units	1,000	—
Proceeds from the issuance of common stock under the Employee Stock Purchase Plan	—	82
Issuance of senior notes, net of issuance costs	1,189	1,492
Principal repayment on Careem Notes	—	(891)
Principal payments on finance leases	(120)	(175)
Other financing activities	(6)	(10)
Net cash provided by financing activities	9,022	483
Effect of exchange rate changes on cash and cash equivalents, and restricted cash and cash equivalents	(23)	(167)
Net increase (decrease) in cash and cash equivalents, and restricted cash and cash equivalents	6,398	(4,301)
Cash and cash equivalents, and restricted cash and cash equivalents		
Beginning of period	8,209	12,067
Reclassification from assets held for sale during the period	34	—
End of period, excluding cash classified within assets held for sale	$ 14,641	$ 7,766
Reconciliation of cash and cash equivalents, and restricted cash and cash equivalents to the condensed consolidated balance sheets		
Cash and cash equivalents	$ 12,650	$ 6,154
Restricted cash and cash equivalents-current	33	218
Restricted cash and cash equivalents-non-current	1,958	1,394
Total cash and cash equivalents, and restricted cash and cash equivalents	$ 14,641	$ 7,766
Supplemental disclosures of cash flow information		
Cash paid for:		
Interest, net of amount capitalized	$ 213	$ 296
Income taxes, net of refunds	105	68
Non-cash investing and financing activities:		
Conversion of redeemable convertible preferred stock to common stock upon initial public offering	14,224	—
Conversion of convertible notes to common stock upon initial public offering	4,229	—
Finance lease obligations	196	190
Common stock issued in connection with acquisitions	9	96
Ownership interest in Zomato received in exchange for the divestiture of Uber Eats India operations	—	171
Issuance of initial unsecured convertible notes in connection with Careem acquisition	—	880
Holdback amount of unsecured convertible notes in connection with Careem acquisition	—	754

The accompanying notes are an integral part of these condensed consolidated financial statements.

Note 1 – Description of Business and Summary of Significant Accounting Policies

Description of Business

Uber Technologies, Inc. ("Uber", "we," "our," or "us") was incorporated in Delaware in July 2010, and is headquartered in San Francisco, California. Uber is a technology platform that uses a massive network, leading technology, operational excellence and product expertise to power movement from point A to point B. Uber develops and operates proprietary technology applications supporting a variety of offerings on its platform ("platform(s)" or "Platform(s)"). Uber connects consumers ("Rider(s)") with independent providers of ride services ("Mobility Driver(s)") for ridesharing services, and connects consumers ("Eater(s)") with restaurants, grocers and other stores (collectively, "Merchants") and delivery service providers ("Delivery People") for meal preparation, grocery and other delivery services. Riders and Eaters are collectively referred to as "end-user(s)" or "consumer(s)." Mobility Drivers and Delivery People are collectively referred to as "Driver(s)." Uber also connects consumers with public transportation networks, e-bikes, e-scooters and other personal mobility options. Uber uses this same network, technology, operational excellence and product expertise to connect shippers with carriers in the freight industry. Uber is also developing technologies that will provide autonomous driving vehicle solutions to consumers, networks of vertical take-off and landing vehicles and new solutions to solve everyday problems.

Our technology is used around the world, principally in the United States ("U.S.") and Canada, Latin America, Europe, the Middle East, Africa, and Asia (excluding China and Southeast Asia).

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States ("GAAP") and applicable rules and regulations of the Securities and Exchange Commission ("SEC") regarding interim financial reporting. The condensed consolidated balance sheet as of December 31, 2019 included herein was derived from the audited consolidated financial statements as of that date but does not include all of the information and notes required by GAAP for complete financial statements. Certain information and note disclosures normally included in the financial statements prepared in accordance with GAAP have been condensed or omitted pursuant to such rules and regulations. As such, the information included in this Quarterly Report on Form 10-Q should be read in conjunction with the audited consolidated financial statements and the related notes thereto as of and for the year ended December 31, 2019, included in our Annual Report on Form 10-K.

In the opinion of management, these financial statements include all adjustments, which are of a normal recurring nature, necessary for a fair statement of the financial position, results of operations, comprehensive loss, cash flows and the change in equity for the periods presented.

There have been no changes to our significant accounting policies described in the Annual Report on Form 10-K for the year ended December 31, 2019 filed with the SEC on March 2, 2020 that have had a material impact on our condensed consolidated financial statements and related notes, except for an update reflecting the new accounting standard related to the measurement of credit losses on available-for-sale debt securities and disclosure of our policy related to restructuring and related charges.

The evolving nature of the coronavirus disease COVID-19 ("COVID-19") pandemic and the extent of its impact across industries and geographies, including the duration and spread of the outbreak, continue to be uncertain and cannot be predicted. Therefore, the results of operations for the three and nine months ended September 30, 2020 may not be indicative of the results to be expected for subsequent quarters and the full fiscal year.

Basis of Consolidation

Our condensed consolidated financial statements include the accounts of Uber Technologies, Inc. and entities consolidated under the variable interest and voting models. All intercompany balances and transactions have been eliminated. Refer to Note 14 – Variable Interest Entities ("VIEs") for further information.

Use of Estimates

The preparation of our unaudited condensed consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions, which affect the reported amounts in the financial statements and accompanying notes. Estimates are based on historical experience, where applicable, and other assumptions which management believes are reasonable under the circumstances. On an ongoing basis, management evaluates estimates, including, but not limited to: the incremental borrowing rate ("IBR") applied in lease accounting; fair values of investments and other financial instruments (including the measurement of credit or impairment losses); useful lives of amortizable long-lived assets and intangible assets; fair value of acquired intangible assets and related impairment assessments; impairment of goodwill; stock-based compensation; income taxes and non-income tax reserves; certain deferred tax assets and tax liabilities; insurance reserves; and other contingent liabilities. These estimates are inherently subject to judgment and actual results could differ from those estimates. We considered the impacts of the COVID-19 pandemic on the assumptions and inputs (including market data) supporting certain of these estimates, assumptions and judgments, in particular, our

impairment assessment related to the determination of the fair values of certain investments and equity method investments as well as goodwill and the recoverability of long-lived assets. The level of uncertainties and volatility in the global financial markets and economies resulting from the pandemic as well as the uncertainties related to the impact of the pandemic on us and our investees' operations and financial performance means that these estimates may change in future periods, as new events occur and additional information is obtained.

Certain Significant Risks and Uncertainties - COVID-19

In March 2020, the World Health Organization declared the outbreak of COVID-19 a pandemic. COVID-19 has rapidly impacted market and economic conditions globally. In an attempt to limit the spread of the virus, various governmental restrictions have been implemented, including business activities and travel restrictions, and "shelter-at-home" orders, that have had an adverse impact on our business and operations by reducing, in particular, the global demand for Mobility offerings. In light of the evolving nature of COVID-19 and the uncertainty it has produced around the world, it is not possible to predict the COVID-19 pandemic's cumulative and ultimate impact on our future business operations, results of operations, financial position, liquidity, and cash flows. The extent of the impact of the pandemic on our business and financial results will depend largely on future developments, including the duration of the spread of the outbreak both globally and within the United States, including whether there will be resurgences of COVID-19 in various regions, the impact on capital, foreign currencies exchange and financial markets, governmental or regulatory orders that impact our business and whether the impacts may result in permanent changes to our end-user' behavior, all of which are highly uncertain and cannot be predicted.

Revenue Recognition

Mobility

During the first quarter of 2020, we began charging end-users a fee for services in certain markets. In these transactions, we enter into a Master Services Agreements ("MSA") with the end-user to use the platform for a fee. The combination of the MSA and the individual transaction request establishes enforceable rights and obligations for each transaction. We have determined that in these transactions, the end-user is our customer, in addition to the previously disclosed customers, and revenue from these contracts is also recognized under Accounting Standards Codification ("ASC") 606. In these transactions, in addition to a performance obligation to Drivers, we also have one performance obligation to end-users, which is to connect end-users to Drivers in the marketplace. We recognize revenue when a trip is complete.

We continue to present revenue on a net basis for these transactions, as we do not control the service provided by Drivers to end-users. We recognized total revenue of $61 million and $253 million associated with these fees charged to end-users for the three and nine months ended September 30, 2020, respectively.

Delivery

During the first quarter of 2020, we began charging a direct fee to end-users for delivery services in certain markets. In these transactions, we enter into an MSA with the end-user to use the platform for delivery services for a fee and separately subcontract with Delivery People to provide delivery services to end-users. The combination of the end-user MSA and the individual end-user transaction request establishes enforceable rights and obligations for each transaction. Our contract with end-users creates one performance obligation, which is to provide delivery services to end-users in these markets. We have determined that in these transactions, restaurants and end-users are our customers and revenue from these contracts shall be recognized separately for each under ASC 606. We recognize delivery service revenue associated with our performance obligation over the contract term, which represents our performance over the period of time the delivery is occurring. Our previously disclosed revenue recognition policy for contracts with Merchants remains unchanged.

We present revenue on a gross basis for the delivery of meals, as we control the delivery service in these transactions and we are primarily responsible for delivery. Consistent with previous disclosures, we will continue to present revenue on a net basis for the sale of meals. We recognized revenue of $39 million and $77 million for the three and nine months ended September 30, 2020, respectively and cost of revenue, exclusive of depreciation and amortization of $119 million and $269 million for the three and nine months ended September 30, 2020, respectively for these delivery transactions.

End-user Discounts and Promotions

Any promotions utilized by an end-user in these Mobility and Delivery transactions where the end-user is a customer are accounted for as consideration payable to a customer, and recorded as a reduction of revenue, if we do not receive a distinct good or service or cannot reasonably estimate the fair value of the good or service received.

Accounts Receivable and Allowance for Doubtful Accounts

Accounts receivable represents uncollected fare payments from end-users for completed transactions where (i) the payment method is credit card and includes (a) end-user fare amounts not yet settled with payment service providers, and (b) end-user fare amounts settled by payment service providers but not yet remitted to us, or (ii) completed shipments where we invoice Freight Customers ("Shippers") and payment has not been received. The timing of settlement of amounts due from these parties varies by

region and by product. The portion of the fare receivable to be remitted to Drivers and Merchants is included in accrued and other current liabilities. Refer to Note 8 – Supplemental Financial Statement Information for amounts payable to Drivers and Merchants.

Although we pre-authorize forms of payment to mitigate our exposure, we bear the cost of any accounts receivable losses. We record an allowance for doubtful accounts for credit losses for fare and invoiced amounts that may never settle or be collected, as well as for credit card chargebacks including fraudulent credit card transactions. We consider the allowance for doubtful accounts for fare amounts to be direct and incremental costs to revenue earned and, therefore, the costs are included as cost of revenue in the consolidated statements of operations. We estimate the allowance based on historical experience, estimated future payments and geographical trends, which are reviewed periodically and as needed, and amounts are written off when determined to be uncollectable.

Allowance for Credit Losses on Available-for-sale Debt Securities

We account for credit losses on available-for-sale debt securities in accordance with ASC 326, Financial Instruments - Credit Losses ("ASC 326"). We adopted ASC 326 on January 1, 2020, on a modified retrospective basis. Under ASC 326, at each reporting period, we evaluate our available-for-sale debt securities at the individual security level to determine whether there is a decline in the fair value below its amortized cost basis (an impairment). In circumstances where we intend to sell, or are more likely than not required to sell, the security before it recovers its amortized cost basis, the difference between fair value and amortized cost is recognized as a loss in the consolidated statement of operations, with a corresponding write-down of the security's amortized cost. In circumstances where neither condition exists, we then evaluate whether a decline is due to credit-related factors. The factors considered in determining whether a credit loss exists can include the extent to which fair value is less than the amortized cost basis, changes in the credit quality of the underlying loan obligors, credit ratings actions, as well as other factors. To determine the portion of a decline in fair value that is credit-related, we compare the present value of the expected cash flows of the security discounted at the security's effective interest rate to the amortized cost basis of the security. A credit-related impairment is limited to the difference between fair value and amortized cost, and recognized as an allowance for credit loss on the consolidated balance sheet with a corresponding adjustment to net income (loss). Any remaining decline in fair value that is non-credit related is recognized in other comprehensive income (loss), net of tax. Improvements in expected cash flows due to improvements in credit are recognized through reversal of the credit loss and corresponding reduction in the allowance for credit loss.

Restructuring and Related Charges

Costs associated with management-approved restructuring activities, including reductions in headcount, exiting a market or consolidation of facilities are recognized when they are incurred and may include employee termination benefits, impairment of long-lived assets, impairment of operating lease right-of-use assets, contract termination costs and accelerated lease cost for right-of-use assets that ceased to be used. We record a liability for employee termination benefits either when it is probable that an employee is entitled to them and the amount of the benefits can be reasonably estimated or when management has communicated the termination plan to employees and all of the following conditions have been met: management, having the authority to approve the action, commits to a plan of termination; the plan identifies the number of employees to be terminated, their job classifications and their locations, and the expected completion date; the plan establishes the terms of the benefit arrangement in sufficient detail to enable employees to determine the type and amount of benefits they will receive if they are involuntarily terminated; and actions required to complete the plan indicate that it is unlikely that significant changes to the plan will be made or that the plan will be withdrawn. We accrue for costs to terminate contracts other than a lease when we terminate the contract in accordance with the contract terms. Costs that will continue to be incurred for the remaining term of a contract that is not a lease, and provide no economic benefits to us are recognized at the cease-use date. Costs associated with lease contracts are accounted for under the leasing accounting guidance or under the long-lived assets accounting guidance.

Restructuring and related charges are recognized as an operating expense within the condensed consolidated statement of operations and are classified based on our classification policy for each category of operating expense. Personnel costs are classified based on each employee's classification, impairment of long-lived assets are recorded within general and administrative expenses, and lease costs, including impairments of right-of-use assets, are classified in the same expense line item where each lease's rent expense was recognized.

Recently Adopted Accounting Pronouncements

In June 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2016-13, "Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments" to require the measurement of all expected credit losses for financial assets held at the reporting date based on historical experience, current conditions, reasonable and supportable forecasts. The standard also amends the accounting for credit losses on available-for-sale debt securities and purchased financial assets with credit deterioration. ASC 326 was subsequently amended by ASU 2019-04, "Codification Improvements to Topic 326, Financial Instruments - Credit Losses, Topic 815, Derivatives and Hedging, and Topic 825, Financial Instruments." We adopted the standard and related amendments effective January 1, 2020 on a modified retrospective basis. The adoption of the new standard did not have a material impact on our condensed consolidated financial statements.

In August 2018, the FASB issued ASU 2018-13, "Fair Value Measurement (Topic 820): Disclosure Framework - Changes to the Disclosure Requirements for Fair Value Measurement," which modifies the disclosure requirements in ASC 820, "Fair Value

Measurement" ("ASC 820"). We adopted the new standard effective January 1, 2020 on a prospective basis. The adoption of the new standard did not have a material impact on our condensed consolidated financial statements.

In August 2018, the FASB issued ASU 2018-15, "Intangibles-Goodwill and Other-Internal-Use Software (Subtopic 350-40): Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract," which aligns the requirements for capitalizing implementation costs incurred in a cloud computing arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use-software. We adopted the new standard effective January 1, 2020 on a prospective basis. The adoption of the new standard did not have a material impact on our condensed consolidated financial statements.

In October 2018, the FASB issued ASU 2018-17, "Consolidation (Topic 810): Targeted Improvements to Related Party Guidance for Variable Interest Entities," which amends the guidance for determining whether a decision-making fee is a variable interest and requires organizations to consider indirect interests held through related parties under common control on a proportional basis rather than as the equivalent of a direct interest in its entirety. We adopted the new standard effective January 1, 2020 on a retrospective basis. The adoption of the new standard did not have a material impact on our condensed consolidated financial statements.

In December 2019, the FASB issued ASU 2019-12, "Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes," which removes certain exceptions for performing intraperiod allocation, recognizing deferred taxes for investments, and calculating income taxes in interim periods. The guidance reduces complexity in certain areas, including franchise taxes that are partially based on income and accounting for tax law changes in interim periods. We early adopted the new standard effective January 1, 2020 on a prospective basis. The adoption of the new standard did not have a material impact on our condensed consolidated financial statements.

Recently Issued Accounting Pronouncements Not Yet Adopted

In March 2020, the FASB issued ASU 2020-04, "Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting," which provides optional expedients and exceptions to contract modifications and hedging relationships that reference LIBOR or another reference rate expected to be discontinued. The standard is effective upon issuance through December 31, 2022 and may be applied at the beginning of the interim period that includes March 12, 2020 or any date thereafter. We are currently evaluating the impact of this accounting standard update on our consolidated financial statements.

In August 2020, the FASB issued ASU 2020-06, "Debt—Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging — Contracts in Entity's Own Equity (Subtopic 815-40): Accounting for Convertible Instruments and Contracts in an Entity's Own Equity," which reduces the number of models used to account for convertible instruments, amends the accounting for certain contracts in an entity's own equity that are currently accounted for as derivatives and modifies the diluted earnings per share calculations for convertible instruments. The standard is effective for public companies for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2021. Early adoption is permitted, but no earlier than fiscal years beginning after December 15, 2020. We are currently evaluating the impact of this accounting standard update on our consolidated financial statements.

Note 2 – Revenue

The following tables present our revenues disaggregated by offering and geographical region. Revenue by geographical region is based on where the trip or shipment was completed or meal or grocery order delivered. This level of disaggregation takes into consideration how the nature, amount, timing, and uncertainty of revenue and cash flows are affected by economic factors. Revenue is presented in the following tables for the three and nine months ended September 30, 2019 and 2020 (in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2019	2020	2019	2020
Mobility revenue	$ 2,895	$ 1,365	$ 7,689	$ 4,624
Delivery revenue	645	1,451	1,776	3,481
Freight revenue	218	288	512	698
ATG and Other Technology Programs collaboration revenue [1]	17	25	17	75
All Other revenue	38	—	84	35
Total revenue	$ 3,813	$ 3,129	$ 10,078	$ 8,913

[1] Refer to Note 15 – Non-Controlling Interests for further information on collaboration revenue.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2019	2020	2019	2020
United States and Canada	$ 2,407	$ 1,674	$ 6,269	$ 5,066
Latin America ("LatAm")	527	320	1,394	1,049
Europe, Middle East and Africa ("EMEA")	534	641	1,527	1,594
Asia Pacific ("APAC")	345	494	888	1,204
Total revenue	$ 3,813	$ 3,129	$ 10,078	$ 8,913

Revenue from Contracts with Customers

Mobility Revenue

We derive revenue primarily from fees paid by Mobility Drivers for the use of our platform(s) and related service to facilitate and complete Mobility services and, in certain markets, revenue from fees paid by end-users for connection services obtained via the platform. Mobility revenue also includes immaterial revenue streams such as our Uber for Business (“U4B”), financial partnerships products and Vehicle Solutions. Vehicle Solutions revenue is accounted for as an operating lease as defined under ASC 842.

Delivery Revenue

We derive revenue for Delivery from Merchants’ and Delivery People’s use of the Delivery platform and related service to facilitate and complete Delivery transactions. Additionally, in certain markets where we are responsible for delivery services, delivery fees charged to end-users are also included in revenue, while payments to Delivery People in exchange for delivery services are recognized in cost of revenue.

Freight Revenue

Freight revenue consists of revenue from freight transportation services provided to shippers.

All Other Revenue

Prior to the second quarter of 2020, All Other revenue (formerly our Other Bets segment) consisted primarily of revenue from New Mobility products, including dockless e-bikes, and Platform Incubator group offerings, which are responsible for innovating new services and use cases on our platform to drive long-term growth and cross-platform customer engagement, and other immaterial revenue streams. New Mobility revenue is accounted for as an operating lease as defined under ASC 842. After the JUMP Divestiture during the second quarter of 2020, revenue from New Mobility products, including dockless e-bikes, was no longer material. Refer to Note 17 – Divestitures for further information regarding the JUMP Divestiture.

Contract Balances

During the second quarter of 2020, we modified a revenue contract originally entered into in 2018. As a result of the modification, the consideration allocated to an unfulfilled performance obligations is no longer material.

Our contract assets for performance obligations satisfied prior to payment or contract liabilities for consideration collected prior to satisfying the performance obligations are not material as of December 31, 2019 and September 30, 2020.

Note 3 – Investments and Fair Value Measurement

Investments

Our investments on the condensed consolidated balance sheets consisted of the following as of December 31, 2019 and September 30, 2020 (in millions):

	As of	
	December 31, 2019	September 30, 2020
Classified as short-term investments:		
Marketable debt securities [1]*:*		
Commercial paper	$ 148	$ 417
U.S. government and agency securities	93	362
Corporate bonds	199	353
Short-term investments	$ 440	$ 1,132
Classified as investments:		
Non-marketable equity securities:		
Didi [2]	$ 7,953	$ 6,299
Other [3]	204	254
Non-marketable debt securities:		
Grab [4]	2,336	2,347
Other [3]	34	—
Note receivable from a related party [3], [5]	—	83
Investments	$ 10,527	$ 8,983

[1] Excluding marketable debt securities classified as cash equivalents and restricted cash equivalents.

[2] In 2016, we completed the sale of our interest in Uber China to Didi and received approximately 52 million shares of Didi's Series B-1 preferred stock as consideration valued at approximately $6.0 billion at the time of the transaction.

[3] These balances include certain investments recorded at fair value with changes in fair value recorded in earnings due to the election of the fair value option of accounting for financial instruments.

[4] Recorded at fair value with changes in fair value recorded in other comprehensive income (loss), net of tax, unless subject to credit loss.

[5] Consists of the Lime Convertible Note. Neutron Holdings, Inc. ("Lime") is considered a related party as a result of our investment in Lime Common Stock. For further information, see the section titled "2020 Lime Investments" below and Note 17 – Divestitures.

Assets and Liabilities Measured at Fair Value on a Recurring Basis

The following table presents our financial assets and liabilities measured at fair value on a recurring basis based on the three-tier fair value hierarchy (in millions):

	As of December 31, 2019				As of September 30, 2020			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
Financial Assets								
Money market funds	$ 5,104	$ —	$ —	$ 5,104	$ 2,355	$ —	$ —	$ 2,355
Commercial paper	—	233	—	233	—	562	—	562
U.S. government and agency securities	—	153	—	153	—	458	—	458
Corporate bonds	—	199	—	199	—	364	—	364
Non-marketable debt securities	—	—	2,370	2,370	—	—	2,347	2,347
Non-marketable equity securities	—	—	98	98	—	—	53	53
Note receivable from a related party	—	—	—	—	—	—	83	83
Total financial assets	$ 5,104	$ 585	$ 2,468	$ 8,157	$ 2,355	$ 1,384	$ 2,483	$ 6,222

During the nine months ended September 30, 2020, we did not make any transfers between the levels of the fair value hierarchy.

The following table summarizes the amortized cost and fair value of our debt securities with a stated contractual maturity or redemption date as of September 30, 2020 (in millions):

	As of September 30, 2020	
	Amortized Cost	Fair Value
Within one year	$ 1,336	$ 1,338
One year through five years	2,327	2,393
Total	$ 3,663	$ 3,731

The following table summarizes the amortized cost, unrealized gains and losses, fair value and, beginning in 2020, allowance for credit loss, of our debt securities at fair value on a recurring basis as of December 31, 2019 and September 30, 2020 (in millions):

	As of December 31, 2019				As of September 30, 2020				
	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value	Amortized Cost	Unrealized Gains	Unrealized Losses	Allowance for Credit Loss	Fair Value
Commercial paper	$ 233	$ —	$ —	$ 233	$ 562	$ —	$ —	$ —	$ 562
U.S. government and agency securities	153	—	—	153	458	—	—	—	458
Corporate bonds	199	—	—	199	362	2	—	—	364
Non-marketable debt securities	2,309	61	—	2,370	2,281	66	—	—	2,347
Total	$ 2,894	$ 61	$ —	$ 2,955	$ 3,663	$ 68	$ —	$ —	$ 3,731

The following table presents information about the allowance for credit losses on debt securities (in millions):

	Non-marketable Debt Securities
Balance as of January 1, 2020	$ —
Impact due to adoption of ASU 2016-13	—
Credit losses on securities for which credit losses were not previously recorded	(173)
Decrease to allowance for credit loss previously recorded	173
Balance as of September 30, 2020	$ —

We measure our cash equivalents and certain investments at fair value. Level 1 instrument valuations are based on quoted market prices of the identical underlying security. Level 2 instrument valuations are obtained from readily available pricing sources for comparable instruments, identical instruments in less active markets, or models using market observable inputs. Level 3 instrument valuations are valued based on unobservable inputs and other estimation techniques due to the absence of quoted market prices, inherent lack of liquidity and the long-term nature of such financial instruments.

Our Level 3 non-marketable debt securities as of December 31, 2019 and September 30, 2020 primarily consist of redeemable preferred stock investments in privately held companies without readily determinable fair values.

Depending on the investee's financing activity in a reporting period, management's estimate of fair value may be primarily derived from the investee's financing transactions, such as the issuance of preferred stock to new investors. The price in these transactions generally provides the best indication of the enterprise value of the investee. Additionally, based on the timing, volume, and other characteristics of the transaction, we may supplement this information by using other valuation techniques, including the guideline public company approach. The guideline public company approach relies on publicly available market data of comparable companies and uses comparative valuation multiples of the investee's revenue (actual and forecasted), and therefore, unobservable data used in this valuation technique primarily consists of short-term revenue projections.

Once the fair value of the investee is estimated, an option-pricing model ("OPM") is employed to allocate value to various classes of securities of the investee, including the class owned by us. The model involves making assumptions around the investees' time to liquidity and volatility.

An increase or decrease in any of the unobservable inputs in isolation, such as the security price in a financing transaction of the investee, could result in a material increase or decrease in our estimate of fair value. Other unobservable inputs, including short-term revenue projections, time to liquidity, and volatility are less sensitive to the valuation in the respective reporting periods, as a result of the primary weighting on the investee's financing transactions. In the future, depending on the weight of evidence and valuation approaches used, these or other inputs may have a more significant impact on our estimate of fair value.

We determine realized gains or losses on the sale of equity and debt securities on a specific identification method.

Grab Investment

The following table summarizes information about the significant unobservable inputs used in the fair value measurement for our investment in Grab as of December 31, 2019 and September 30, 2020:

Fair value method	Relative weighting	Key unobservable inputs	
Financing transactions	100%	Transaction price per share	$6.16
		Volatility	54%
		Estimated time to liquidity	1.8 - 2.5 years

During the first quarter of 2020, we determined the fair value of our available-for-sale debt securities in Grab had declined below their amortized cost based on an analysis of the observed valuation declines of Grab's publicly-traded competitive peer group and representative stock market indices. These observed inputs were considered indicative of changes in the fair value of the Grab securities. Using the analysis, we computed a downward market adjustment of 10% that was applied to the valuation derived from Grab's latest financing transaction which occurred earlier in the first quarter of 2020 and prior to the announcement of COVID-19 as a global pandemic, impacting global demand for Mobility services. As a result, the carrying value of the investment in Grab was reduced by $230 million; $57 million reduced the previously recognized unrealized gain in other comprehensive income (loss), net of tax, and the remaining $173 million, representing the difference between the fair value and amortized cost of the securities, was recognized as an allowance for credit loss in the condensed consolidated balance sheet and a corresponding credit-related impairment charge recorded to other income (expense), net in the condensed consolidated statement of operations. Due to the significant uncertainty about Grab's ability to repay the redemption amount of the securities on the redemption date, the amount expected to be collected is considered to be less than the fair value of the securities. Therefore, the entire decline in fair value below amortized cost was considered to reflect a credit-related impairment charge.

As of September 30, 2020, the fair value of our Grab investment was determined by referencing an equity financing transaction closed by the investee during the third quarter of 2020. As a result, the fair value of our Grab investment increased by $226 million from June 30, 2020; $160 million was recognized as a reversal of the previously recorded allowance for credit loss in the condensed consolidated balance sheet and a corresponding reversal of the credit-related impairment charge to other income (expense), net in the condensed consolidated statement of operations. The remaining $66 million of unrealized gain was recorded in other comprehensive income (loss), net of tax.

2020 Lime Investments

Our ownership in Lime is comprised of Lime Common Stock, Lime 1-C Preferred Stock, Lime 1-C Preferred Stock Warrants, and the Lime Convertible Note (collectively, the "2020 Lime Investments"). The 2020 Lime Investments were received as part of the transaction by which we divested of our JUMP business. Refer to Note 17 – Divestitures for further information regarding the JUMP Divestiture and the 2020 Lime Investments. Our investment in Lime Common Stock and representation on Lime's board of directors gives us the ability to exercise significant influence over Lime. We elected to apply the fair value option to our Lime Common Stock investment and therefore we are applying fair value accounting to all of the 2020 Lime Investments which provides for consistency of accounting treatment. The 2020 Lime Investments are measured at fair value on a recurring basis with changes in fair value reflected in earnings. The fair value of the 2020 Lime Investments as of September 30, 2020 of $136 million was determined by referencing a recent transaction in a convertible note that is junior to the Lime Convertible Note and used as an input to an OPM. Other key inputs to the OPM were a discount rate of 22%, volatility of 66% and time to liquidity of 2.0 years.

Financial Assets Measured at Fair Value Using Level 3 Inputs

The following table presents a reconciliation of our financial assets measured and recorded at fair value on a recurring basis as of September 30, 2020, using significant unobservable inputs (Level 3) (in millions):

	Non-marketable Debt Securities	Non-marketable Equity Security	Note Receivable
Balance as of December 31, 2018	$ 2,370	$ —	$ —
Total net gains (losses)			
Included in earnings	(8)	11	—
Included in other comprehensive income (loss)	4	—	—
Purchases [1]	4	56	—
Transfers [2]	—	31	—
Balance as of December 31, 2019	2,370	98	—
Total net gains (losses)			
Included in earnings	(27)	(87)	(8)
Included in other comprehensive income (loss)	9	—	—
Purchases	3	65	91
Impairments	—	—	—
Sales	(8)	(22)	—
Balance as of September 30, 2020	$ 2,347	$ 54	$ 83

[1] Purchases in non-marketable equity security include warrants to purchase shares of a private company that vest as certain performance criteria are met during the period.

[2] Transfers include a non-marketable equity security that was previously measured at fair value on a non-recurring basis as of December 31, 2018 for which we elected to apply the fair value option during the year ended December 31, 2019. Management's key inputs and assumptions used to determine an estimate of fair value for this investment is based on an OPM and price of the underlying security in recent financing transactions.

There is significant uncertainty over the collectability of the contractual interest on the Grab investment and as a result we have elected to apply a non-accrual policy to this investment. In determining whether a non-accrual policy is appropriate, we considered, among other factors, the reasonable possibility of a Grab initial public offering, the ability of Grab to pay the accumulated interest on all preferred securities on or after the redemption date, and the likelihood of a redemption occurring. If we had recorded accrued interest on the Series G preference shares, we would have recognized additional interest income of $36 million and $106 million for the three and nine months ended September 30, 2019, respectively, and $38 million and $113 million for the three and nine months ended September 30, 2020, respectively.

Assets Measured at Fair Value on a Non-Recurring Basis

Non-Financial Assets

Our non-financial assets, such as goodwill, intangible assets and property and equipment are adjusted to fair value when an impairment charge is recognized. Such fair value measurements are based predominately on Level 3 inputs.

Non-Marketable Equity Securities

Our non-marketable equity securities are investments in privately held companies without readily determinable fair values and primarily relate to our investment in Didi. The carrying value of our non-marketable equity securities are adjusted based on price changes from observable transactions of identical or similar securities of the same issuer (referred to as the measurement alternative) or for impairment. Any changes in carrying value are recorded within other income (expense), net in the condensed consolidated statements of operations. Non-marketable equity securities are classified within Level 3 in the fair value hierarchy because we estimate the fair value of these securities based on valuation methods, including the common stock equivalent ("CSE") and OPM methods, using the transaction price of similar securities issued by the investee adjusted for contractual rights and obligations of the securities it holds.

The following is a summary of unrealized gains and losses from remeasurement (referred to as upward or downward adjustments) recorded in other income (expense), net in the condensed consolidated statements of operations, and included as adjustments to the carrying value of non-marketable equity securities held during the three and nine months ended September 30, 2019 and 2020. The amounts are based on the selling price of newly issued shares of similar preferred stock to new investors using a hybrid method which applies probabilities to possible scenarios valued using the CSE method, and OPM, which contemplates the rights and preferences of the securities we hold.

(In millions)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2019	2020	2019	2020
Upward adjustments	$ —	$ —	$ 22	$ —
Downward adjustments (including impairment)	—	—	—	(1,690)
Total unrealized gain (loss) for non-marketable equity securities	$ —	$ —	$ 22	$ (1,690)

We evaluate our non-marketable equity securities for impairment at each reporting period based on a qualitative assessment that considers various potential impairment indicators. This evaluation consisted of several factors including, but not limited to, an assessment of a significant adverse change in the economic environment, significant adverse changes in the general market condition of the geographies and industries in which our investees operate, and other publicly available information that affected the value of our non-marketable equity securities. As a result of the deterioration in economic and market conditions arising from COVID-19, we determined an impairment indicator existed as of March 31, 2020 and the fair value of certain investments, primarily our investment in Didi, was less than their carrying value.

To determine the fair value of our investment in Didi as of March 31, 2020, we utilized a hybrid approach, incorporating a CSE method along with an OPM, weighted at 80% and 20%, respectively. The CSE method assumes an if-converted scenario, where the OPM approach allocates equity value to individual securities within the investees' capital structure based on contractual rights and preferences. We computed a range of market adjustments based on observed market valuation declines of Didi's representative stock market indices and publicly-traded competitive peer group since the latest transaction in similar securities occurred in the prior year and prior to the announcement of COVID-19 as a global pandemic, impacting global demand for ridesharing services. These inputs are considered indicative of changes in the fair value of Didi equity. Market adjustments within the range were applied to the Didi equity valuation derived from the latest financing transaction in similar securities which were then used in the CSE and OPM approaches to obtain the fair value of the Didi securities owned by us. A lower adjustment within the range was applied to the enterprise value used in the CSE allocation compared to a higher downward adjustment for purposes of allocating value in the OPM approach. The value adjustment differential was attributable to several factors including possible exit scenarios, as an initial public offering ("IPO") event would result in higher valuation (due to access to public markets and reduction in cost of capital), reduces valuation uncertainty, and generally assumes market and macro-economic conditions that are comparatively more favorable than an otherwise prolonged stay-private scenario. As a result of the valuation performed, we recorded an impairment charge of $1.7 billion in other income (expense), net in our condensed consolidated statement of operations during the first quarter of 2020.

The following table summarizes information about the significant unobservable inputs used in the valuation for our investment in Didi as of March 31, 2020:

Fair value method	Key unobservable inputs	
CSE	Market adjustment	(20)%
OPM	Volatility	39%
	Estimated time to liquidity	2.0 years
	Market adjustment	(40)%

There was no remeasurement event for the investment in Didi during the three months ended June 30, 2020 and September 30, 2020. We did not record any realized gains or losses for our non-marketable equity securities measured at fair value on a non-recurring basis during the three and nine months ended September 30, 2020.

The following table summarizes the total carrying value of our non-marketable equity securities measured at fair value on a non-recurring basis held as of December 31, 2019 and September 30, 2020 including cumulative unrealized upward and downward adjustments made to the initial cost basis of the securities (in millions):

	As of	
	December 31, 2019	September 30, 2020
Initial cost basis	$ 6,075	$ 6,256
Upward adjustments	1,984	1,984
Downward adjustments (including impairment)	—	(1,690)
Total carrying value at the end of the period	$ 8,059	$ 6,550

Note 4 – Equity Method Investments

The carrying value of our equity method investments as of December 31, 2019 and September 30, 2020 were as follows (in millions):

	As of	
	December 31, 2019	September 30, 2020
MLU B.V.	$ 1,224	$ 1,097
Mission Bay 3 & 4 [1]	140	46
Other	—	47
Equity method investments	$ 1,364	$ 1,190

[1] Refer to Note 14 – Variable Interest Entities ("VIEs") for further information on our interest in Mission Bay 3 & 4.

MLU B.V.

During the first quarter of 2018, we closed a transaction that contributed the net assets of our Uber Russia/CIS operations into a newly formed private limited liability company ("MLU B.V." or "Yandex.Taxi joint venture"), with Yandex and our holding ownership interests in MLU B.V. In exchange for consideration contributed, we received a seat on MLU B.V.'s board and an initial 38% equity ownership interest consisting of common stock in MLU B.V. Certain contingent equity issuances of MLU B.V. may dilute our equity ownership interest to approximately 35%. The investment was determined to be an equity method investment due to our ability to exercise significant influence over MLU B.V. The initial fair value of our equity method investment in MLU B.V. was estimated using discounted cash flows of MLU B.V.

During the third quarter of 2020, Yandex contributed its Yandex.Carsharing business ("Drive") into MLU B.V. in exchange for an additional equity interest. The contribution of Drive into MLU B.V. resulted in the dilution of our ownership in MLU B.V. from 38% to 35%. The gain recognized on the dilution of our interest was not material to our consolidated results of operations for the three months ended September 30, 2020. Our equity ownership interest in MLU B.V. was 35% as of September 30, 2020. For the three and nine months ended September 30, 2020, an immaterial amount of loss was recognized on our MLU B.V. equity method investment. As part of this transaction, MLU B.V. contributed the assets and liabilities of its autonomous driving unit into a new legal entity, Yandex Self Driving Group B.V. ("SDG"), in which Yandex contributed additional capital. The reduction of our ownership interest to 20% in SDG, valued at $42 million, did not result in a material dilution gain.

Included in the carrying value of MLU B.V. is the basis difference, net of amortization, between the original cost of the investment and our proportionate share of the net assets of MLU B.V. The carrying value of the equity method investment is primarily adjusted for our share in the income or losses of MLU B.V. and amortization of basis differences. Equity method goodwill and intangible assets, net of accumulated amortization are also adjusted for currency translation adjustments representing fluctuations between the functional currency of the investee, the Ruble and the U.S. Dollar. The Ruble depreciated against the U.S. dollar by approximately 12% between June 30, 2020 and September 30, 2020. The movement in exchange rates will be reflected in the carrying value of the investment with a corresponding adjustment to other comprehensive income (loss) in our consolidated financial statements at December 31, 2020, as we record our share of MLU B.V.'s earnings and reflect our share of MLU B.V.'s net assets on a one-quarter lag basis.

The table below provides the composition of the basis difference as of September 30, 2020 (in millions):

	As of September 30, 2020
Equity method goodwill	$ 802
Intangible assets, net of accumulated amortization	93
Deferred tax liabilities	(21)
Cumulative currency translation adjustments	(138)
Basis difference	$ 736

We amortize the basis difference related to the intangible assets over the estimated useful lives of the assets that gave rise to the difference using the straight-line method. The weighted-average life of the intangible assets is approximately 4.2 years as of September 30, 2020. Equity method goodwill is not amortized. The investment balance is reviewed for impairment whenever factors indicate that the carrying value of the equity method investment may not be recoverable. As of September 30, 2020, there was no impairment in our investment of MLU BV. The future effect of the COVID-19 pandemic and related government actions as well as other factors will continue to be monitored.

Mission Bay 3 & 4

The Mission Bay 3 & 4 JV refers to Event Center Office Partners, LLC ("ECOP"), a joint venture entity established in March 2018, by Uber and two companies ("LLC Partners") to manage the construction and operation of two office buildings owned by two

ECOP wholly-owned subsidiaries. We contributed $136 million cash in exchange for a 45% interest in ECOP. The two LLC Partners own 45% and 10%, respectively. The amount of contributed cash was recorded as an equity method investment.

In March 2020, the two ECOP wholly-owned subsidiaries took out new loans. Upon closing of the new financing, the proceeds were used to first pay off the existing construction loan, then to cover the required operation reserve as well as various financing costs, and last, the remaining proceeds were distributed back to the Uber and LLC Partners based on their ownership percentage. As a result, Uber received $91 million from the ECOP as a return of capital investment, and reduced the investment carrying value by the same amount.

As of September 30, 2020, the equity method investment for Mission Bay 3 & 4 was $46 million. The equity ownership interest in ECOP was 45% as of December 31, 2019 and September 30, 2020. For the three and nine months ended September 30, 2020, an immaterial amount of equity earnings was recognized. As of December 31, 2019 and September 30, 2020, we determined that there was no impairment of our investment in ECOP.

Note 5 – Leases

The components of lease expense were as follows (in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2019	2020	2019	2020
Lease cost				
Finance lease cost:				
Amortization of assets	$ 39	$ 53	$ 110	$ 146
Interest on lease liabilities	4	4	12	12
Operating lease cost [1]	84	170	230	381
Short-term lease cost	4	4	22	14
Variable lease cost	26	21	80	83
Sublease income	—	(1)	(1)	(2)
Total lease cost	$ 157	$ 251	$ 453	$ 634

[1] We exited certain leased offices, primarily due to the City of San Francisco's extended shelter-in-place orders, resulting in accelerated lease cost of $80 million for the three months ended September 30, 2020.

We did not enter into nor commence any new material operating or finance leases during the three and nine months ended September 30, 2020. The assumptions used to value leases for the periods presented were as follows:

	As of	
	December 31, 2019	September 30, 2020
Weighted-average remaining lease term		
Operating leases	16 years	16 years
Finance leases	2 years	2 years
Weighted-average discount rate		
Operating leases	7.1 %	7.1 %
Finance leases	5.0 %	5.4 %

Maturities of lease liabilities were as follows (in millions):

	As of September 30, 2020	
	Operating Leases	Finance Leases
Remainder of 2020	$ 52	$ 47
2021	222	183
2022	300	100
2023	266	19
2024	224	—
Thereafter	2,238	—
Total undiscounted lease payments	3,302	349
Less: imputed interest	(1,600)	(17)
Total lease liabilities	$ 1,702	$ 332

As of September 30, 2020, we had additional operating leases and finance leases, primarily for corporate offices and servers, that have not yet commenced of $537 million and $4 million, respectively. These operating and finance leases will commence between fiscal years 2020 and 2022 with lease terms ranging from 3 to 11 years.

Mission Bay 1 & 2

In 2015, we entered into a joint venture ("JV") agreement with a real estate developer ("JV Partner") to develop land ("the Land") in San Francisco to construct our new headquarters (the "Headquarters"). The Headquarters will consist of two adjacent office buildings totaling approximately 423,000 rentable square feet. In connection with the JV arrangement, we had acquired a 49% interest in the JV, the principal asset of which was the Land.

In 2016, we and the JV Partner agreed to dissolve the JV and terminate our commitment to the lease of the Headquarters (together "the real estate transaction") and we retained a 49% indirect interest in the Land ("Indirect Interest"). Under the terms of the real estate transaction, we obtained the rights and title to the partially constructed building, will complete the development of the two office buildings and retain a 100% ownership in the buildings. In connection with the real estate transaction, we also executed two 75-year land lease agreements ("Land Leases"). As of September 30, 2020, commitments under the Land Leases total $155 million until February 2032. After 2032, the annual rent amount will adjust annually based on the prevailing consumer price index.

The real estate transaction is accounted for as a financing transaction of our 49% Indirect Interest due to our continuing involvement through a purchase option on the Indirect Interest. As a financing transaction, the cash and deferred sales proceeds received from the real estate transaction are recorded as a financing obligation. As of September 30, 2020, our Indirect Interest of $65 million is included in property and equipment, net and a corresponding financing obligation of $77 million is included in other long-term liabilities. Future land lease payments of $1.7 billion will be allocated 49% to the financing obligation of the Indirect Interest and 51% to the operating lease of land.

Future minimum payments related to the financing obligations as of September 30, 2020 are summarized below (in millions):

	Future Minimum Payments
Fiscal Year Ending December 31,	
Remainder of 2020	$ 1
2021	6
2022	6
2023	6
2024	6
Thereafter	827
Total	$ 852

Note 6 – Goodwill, Intangible Assets and Long-Lived Assets

Goodwill

On January 2, 2020, we completed the acquisition of substantially all of the assets of Careem Inc. ("Careem") and certain of its subsidiaries. The acquisition was accounted for as a business combination, resulting in the recognition of $2.5 billion in goodwill in our Mobility segment and $540 million in intangible assets. Refer to Note 16 – Business Combinations for further information.

On July 6, 2020, we closed on a purchase agreement to acquire Cornershop Global LLC ("CS-Global"), and its wholly owned subsidiaries operating in Brazil, Chile, Colombia, Costa Rica, Canada, U.S., and Peru. The agreement was accounted for as a business

combination, resulting in the recognition of $370 million in goodwill in our Delivery segment and $122 million in intangible assets. Refer to Note 16 – Business Combinations for further information.

On July 14, 2020, we acquired 100% of the equity of Routematch Holdings, Inc. ("Routematch"). The acquisition was accounted for as a business combination, resulting in the recognition of $89 million in goodwill in our Mobility segment. Refer to Note 16 – Business Combinations for further information.

The following table presents the changes in the carrying value of goodwill, by segment, for the nine months ended September 30, 2020 (in millions):

	Mobility	Delivery	Freight	ATG and Other Technology Programs	All Other	Total Goodwill
Balance as of December 31, 2019	$ 25	$ 13	$ —	$ 29	$ 100	$ 167
Acquisitions (Note 16)	2,573	370	—	—	—	2,943
Goodwill impairment	—	—	—	—	(100)	(100)
Foreign currency translation adjustment	(22)	—	—	—	—	(22)
Balance as of September 30, 2020	$ 2,576	$ 383	$ —	$ 29	$ —	$ 2,988

Goodwill Impairment

During the three months ended March 31, 2020, prior to the JUMP Divestiture in May 2020, market, macroeconomic and business conditions resulting from the COVID-19 pandemic indicated that it was more likely than not that the carrying value of our New Mobility reporting unit within our previous Other Bets segment (subsequently renamed All Other after the JUMP Divestiture), exceeded its fair value. As a result, we performed an interim goodwill impairment test by comparing the fair value of the New Mobility reporting unit to its carrying value. Fair value was determined by referencing market valuation multiples implied by companies that have comparable businesses which is a Level 3 measurement. The carrying value of our New Mobility reporting unit exceeded its fair value, and as a result, during the three months ended March 31, 2020, a goodwill impairment charge of $100 million was recorded in general and administrative expenses in the condensed consolidated statement of operations, after consideration of impairments of long-lived and other assets of the reporting unit. Further, during the three months ended June 30, 2020, our remaining long-lived assets in the New Mobility asset group that were not transferred to Lime as part of the JUMP Divestiture were impaired resulting in immaterial losses.

In light of the impact of the COVID-19 pandemic on macroeconomic conditions and demand for Mobility, we also considered whether it was more likely than not the fair value of our Mobility reporting unit was below its carrying value. Based on an analysis of qualitative and quantitative factors, including market valuation multiples of public companies operating in the same business and considering the significant excess of the fair value attributable to the Mobility reporting unit over its carrying value, we determined that Mobility goodwill was not impaired as of September 30, 2020.

Intangible Assets

The components of intangible assets, net as of December 31, 2019 and September 30, 2020 were as follows (in millions, except years):

	Gross Carrying Value	Accumulated Amortization	Net Carrying Value	Weighted Average Remaining Useful Life - Years
December 31, 2019				
Developed technology [1]	$ 94	$ (35)	$ 59	3
Patents	16	(4)	12	8
Other	3	(3)	—	—
Intangible assets	$ 113	$ (42)	$ 71	

	Gross Carrying Value	Accumulated Amortization	Accumulated Impairment	Net Carrying Value	Weighted Average Remaining Useful Life - Years
September 30, 2020					
Rider and Merchant relationships [2]	$ 320	$ (15)	$ —	$ 305	14
Captains network [3]	40	(30)	—	10	0
Developed technology [1], [2]	270	(64)	(23)	183	2
Trade names and trademarks [2]	154	(11)	—	143	8
Patents	17	(6)	—	11	8
Other	5	(3)	—	2	—
Intangible assets	$ 806	$ (129)	$ (23)	$ 654	

[1] Developed technology intangible assets include in-process research and development ("IPR&D"), which is not subject to amortization, of $31 million and $31 million as of December 31, 2019 and September 30, 2020, respectively.

[2] Primarily includes intangible assets acquired from Careem and CS-Global. Refer to Note 16 – Business Combinations for further information.

[3] Consists of intangible assets acquired from Careem. Refer to Note 16 – Business Combinations for further information.

Amortization expense for intangible assets subject to amortization was $4 million and $32 million for the three months ended September 30, 2019 and 2020, respectively. Amortization expense for intangible assets subject to amortization was $12 million and $85 million for the nine months ended September 30, 2019 and 2020, respectively.

The estimated aggregate future amortization expense for intangible assets subject to amortization as of September 30, 2020 is summarized below (in millions):

	Estimated Future Amortization Expense
Year Ending December 31,	
Remainder of 2020	$ 32
2021	87
2022	86
2023	86
2024	51
Thereafter	283
Total	$ 625

Impairment of Definite-Lived Intangible and Long-Lived Assets

The following table presents the definite-lived intangible and long-lived asset impairment charges recorded in the condensed consolidated statements of operations by asset class during the three and nine months ended September 30, 2020 (in millions):

	Three Months Ended September 30, 2020	Nine Months Ended September 30, 2020
Intangible assets	$ —	$ 23
Property and equipment	50	140
Operating lease right-of-use assets	26	76
Total	$ 76	$ 239

During the three months ended September 30, 2020, we exited, and made available for sublease, certain leased offices, primarily due to the City of San Francisco's extended shelter-in-place orders. This decision resulted in asset impairments of $76 million. We did not record any impairment charges during the three and nine months ended September 30, 2019.

Note 7 – Long-Term Debt and Revolving Credit Arrangements

Components of debt, including the associated effective interest rates were as follows (in millions, except for percentages):

	As of		
	December 31, 2019	September 30, 2020	Effective Interest Rate
2016 Senior Secured Term Loan	$ 1,113	$ 1,104	6.1 %
2018 Senior Secured Term Loan	1,478	1,466	6.2 %
2023 Senior Note	500	500	7.7 %
2025 Senior Note	—	1,000	7.7 %
2026 Senior Note	1,500	1,500	8.1 %
2027 Senior Note	1,200	1,200	7.7 %
2028 Senior Note	—	500	7.0 %
Total debt	5,791	7,270	
Less: unamortized discount and issuance costs	(57)	(76)	
Less: current portion of long-term debt	(27)	(527)	
Total long-term debt	$ 5,707	$ 6,667	

2016 Senior Secured Term Loan

In July 2016, we entered into a secured term loan agreement with a syndicate of lenders to issue senior secured floating-rate term loans for a total of $1.2 billion in proceeds, net of debt discount of $23 million and debt issuance costs of $13 million, with a maturity date of July 2023 (the "2016 Senior Secured Term Loan").

On June 13, 2018, we entered into an amendment to the 2016 Senior Secured Term Loan agreement which increased the effective interest rate to 6.1% on the outstanding balance of the 2016 Senior Secured Term Loan as of the amendment date. The maturity date for the 2016 Senior Secured Term Loan remains July 13, 2023. The amendment qualified as a debt modification that did not result in an extinguishment except for an immaterial syndicated amount of the loan.

The 2016 Senior Secured Term Loan is guaranteed by certain of our material domestic restricted subsidiaries. The 2016 Senior Secured Term Loan agreement contains customary covenants restricting our and certain of our subsidiaries' ability to incur debt, incur liens and undergo certain fundamental changes. We were in compliance with all covenants as of September 30, 2020. The credit agreement also contains customary events of default. The loan is secured by certain of our intellectual property and equity of certain material foreign subsidiaries. The 2016 Senior Secured Term Loan also contains restrictions on the payment of dividends.

2018 Senior Secured Term Loan

In April 2018, we entered into a secured term loan agreement with a syndicate of lenders to issue secured floating-rate term loans totaling $1.5 billion in proceeds, net of debt discount of $8 million and debt issuance costs of $15 million, with a maturity date of April 2025 (the "2018 Senior Secured Term Loan"). The 2018 Senior Secured Term Loan was issued on a pari passu basis with the existing 2016 Senior Secured Term Loan. The debt discount and debt issuance costs are being amortized to interest expense at an effective interest rate of 6.2%. The 2018 Senior Secured Term Loan is guaranteed by certain of our material domestic restricted subsidiaries. The 2018 Senior Secured Term Loan agreement contains customary covenants restricting our and certain of our subsidiaries' ability to incur debt, incur liens and undergo certain fundamental changes. We were in compliance with all covenants as of September 30, 2020. The credit agreement also contains customary events of default. The loan is secured by certain of our intellectual property and equity of certain material foreign subsidiaries.

The fair values of our 2016 Senior Secured Term Loan and the 2018 Senior Secured Term Loan were $1.1 billion and $1.5 billion, respectively, as of September 30, 2020 and were determined based on quoted prices in markets that are not active, which is considered a Level 2 valuation input.

Senior Notes

In October 2018, we issued five-year notes with an aggregate principal amount of $500 million due on November 1, 2023 and eight-year notes with an aggregate principal amount of $1.5 billion due on November 1, 2026 (the "2023 and 2026 Senior Notes") in a private placement offering totaling $2.0 billion. We issued the 2023 and 2026 Senior Notes at par and paid approximately $9 million for debt issuance costs. The interest is payable semi-annually in arrears on May 1 and November 1 of each year at 7.5% per annum and 8.0% per annum, respectively, beginning on May 1, 2019, and the entire principal amount is due at the time of maturity.

In September 2019, we issued eight-year notes with an aggregate principal amount of $1.2 billion due on September 15, 2027 (the "2027 Senior Notes") in a private placement to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended (the "Securities Act"). We issued the 2027 Senior Notes at par and paid approximately $11 million for debt issuance costs.

The interest is payable semi-annually in arrears on March 15 and September 15 of each year at 7.5% per annum, beginning on March 15, 2020, and the entire principal amount is due at the time of maturity.

In May 2020, we issued five-year notes with an aggregate principal amount of $1.0 billion due on May 15, 2025 (the "2025 Senior Notes") in a private placement to qualified institutional buyers pursuant to Rule 144A under the Securities Act. We issued the 2025 Senior Notes at par and paid approximately $8 million for debt issuance costs. The interest is payable semi-annually in arrears on May 15 and November 15 of each year at 7.5% per annum, beginning on November 15, 2020, and the entire principal amount is due at the time of maturity.

In September 2020, we issued eight-year notes with an aggregate principal amount of $500 million due on January 15, 2028 (the "2028 Senior Notes") in a private placement to qualified institutional buyers pursuant to Rule 144A under the Securities Act. We issued the 2028 Senior Notes at par and paid approximately $5 million for debt issuance costs. The interest is payable semi-annually in arrears on January 15 and July 15 of each year at 6.25% per annum, beginning on July 15, 2021, and the entire principal amount is due at the time of maturity. On October 21, 2020, we used the net proceeds from this offering, along with cash on hand, to redeem all of our 7.5% Senior Notes due 2023 (the "2023 Senior Notes"), of which $500 million aggregate principal amount was outstanding as of September 30, 2020. Refer to Note 19 – Subsequent Events for further information.

The 2023, 2025, 2026, 2027 and 2028 Senior Notes (collectively "Senior Notes") are guaranteed by certain of our material domestic restricted subsidiaries. The indentures governing the Senior Notes contain customary covenants restricting our and certain of our subsidiaries' ability to incur debt and incur liens. We were in compliance with all covenants as of September 30, 2020.

The total fair value of our Senior Notes were $5.0 billion as of September 30, 2020 and were determined based on quoted market pricing that are less active, which is considered a Level 2 valuation input.

The following table presents the amount of interest expense recognized relating to the contractual interest coupon, amortization of the debt discount and issuance costs, and the internal rate of return ("IRR") payout with respect to the Senior Secured Term Loan, the 2021 and 2022 convertible notes, and the Senior Notes for the three and nine months ended September 30, 2019 and 2020 (in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2019	2020	2019	2020
Contractual interest coupon	$ 83	$ 118	$ 338	$ 333
Amortization of debt discount and issuance costs	2	3	80	8
8% IRR payout	—	—	26	—
Total interest expense from long-term debt	$ 85	$ 121	$ 444	$ 341

Revolving Credit Arrangements

We have a revolving credit agreement initially entered in 2015 with certain lenders, which provides for $2.3 billion in credit maturing on June 13, 2023 ("Revolving Credit Facility"). In conjunction with our entry into the 2016 Senior Secured Term Loan, the revolving credit facility agreements were amended to include as collateral the same intellectual property of Uber and the same equity of certain material foreign subsidiaries that were pledged as collateral under the 2016 Senior Secured Term Loan. The credit facility may be guaranteed by certain of our material domestic restricted subsidiaries based on certain conditions. The credit agreement contains customary covenants restricting our and certain of our subsidiaries' ability to incur debt, incur liens, and undergo certain fundamental changes, as well as maintain a certain level of liquidity specified in the contractual agreement. The credit agreement also contains customary events of default. The Revolving Credit Facility also contains restrictions on the payment of dividends. As of September 30, 2020, there was no balance outstanding on the Revolving Credit Facility.

Letters of Credit

Our insurance subsidiary maintains agreements for letters of credit to guarantee the performance of insurance related obligations that are collateralized by cash or investments of the subsidiary. For purposes of securing obligations related to leases and other contractual obligations, we also maintain an agreement for letters of credit, which is collateralized by our Revolving Credit Facility and reduces the amount of credit available. As of December 31, 2019 and September 30, 2020, we had letters of credit outstanding of $570 million and $632 million, respectively, of which the letters of credit that reduced the available credit under the Revolving Credit Facility were $213 million and $213 million, respectively.

Note 8 – Supplemental Financial Statement Information

Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets as of December 31, 2019 and September 30, 2020 were as follows (in millions):

	As of	
	December 31, 2019	September 30, 2020
Prepaid expenses	$ 571	$ 426
Other receivables	428	366
Other	300	343
Prepaid expenses and other current assets	$ 1,299	$ 1,135

Accrued and Other Current Liabilities

Accrued and other current liabilities as of December 31, 2019 and September 30, 2020 were as follows (in millions):

	As of	
	December 31, 2019	September 30, 2020
Accrued legal, regulatory and non-income taxes	$ 1,539	$ 1,740
Accrued Drivers and Merchants liability	369	435
Accrued professional and contractor services	352	254
Accrued compensation and employee benefits	403	357
Accrued marketing expenses	114	108
Other accrued expenses	361	431
Commitment to issue unsecured convertible notes in connection with Careem acquisition [1]	—	468
Income and other tax liabilities	194	147
Government and airport fees payable	162	93
Short-term finance lease obligation for computer equipment	165	181
Accrued interest on long-term debt	93	133
Current portion of long-term debt	27	527
Short-term deferred revenue	76	121
Other	195	222
Accrued and other current liabilities	$ 4,050	$ 5,217

[1] Refer to Note 16 – Business Combinations for further information regarding the Careem acquisition.

Other Long-Term Liabilities

Other long-term liabilities as of December 31, 2019 and September 30, 2020 were as follows (in millions):

	As of	
	December 31, 2019	September 30, 2020
Deferred tax liabilities	$ 1,027	$ 787
Commitment to issue unsecured convertible notes in connection with Careem acquisition [1]	—	301
Financing obligation	78	76
Income tax liabilities	70	87
Other	237	233
Other long-term liabilities	$ 1,412	$ 1,484

[1] Refer to Note 16 – Business Combinations for further information regarding the Careem acquisition.

Accumulated Other Comprehensive Income (Loss)

The changes in composition of accumulated other comprehensive income (loss), net of tax, for the nine months ended September 30, 2019 and 2020 were as follows (in millions):

	Foreign Currency Translation Adjustments	Unrealized Gains (Losses) on Available-for-Sale Securities, Net of Tax	Total
Balance as of December 31, 2018	$ (228)	$ 40	$ (188)
Other comprehensive income before reclassifications	3	—	3
Amounts reclassified from accumulated other comprehensive income	—	—	—
Other comprehensive income	3	—	3
Balance as of September 30, 2019	$ (225)	$ 40	$ (185)

	Foreign Currency Translation Adjustments	Unrealized Gains (Losses) on Available-for-Sale Securities, Net of Tax	Total
Balance as of December 31, 2019	$ (231)	$ 44	$ (187)
Other comprehensive income (loss) before reclassifications	(268)	10	(258)
Amounts reclassified from accumulated other comprehensive income (loss)	—	—	—
Other comprehensive income (loss)	(268)	10	(258)
Balance as of September 30, 2020	$ (499)	$ 54	$ (445)

Other Income (Expense), Net

The components of other income (expense), net, for the three and nine months ended September 30, 2019 and 2020 were as follows (in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2019	2020	2019	2020
Interest income	$ 76	$ 7	$ 184	$ 51
Foreign currency exchange gains (losses), net	8	(47)	—	(104)
Gain on business divestitures, net [1]	—	—	—	127
Unrealized gain (loss) on debt and equity securities, net [2]	(13)	(7)	1	(123)
Allowance reversal (impairment) of debt and equity securities [3]	—	160	—	(1,690)
Change in fair value of embedded derivatives	—	—	58	—
Gain on extinguishment of convertible notes and settlement of derivatives [4]	—	—	444	—
Other, net	(22)	38	20	51
Other income (expense), net	$ 49	$ 151	$ 707	$ (1,688)

[1] During the nine months ended September 30, 2020, gain on business divestitures, net primarily represents a $154 million gain on the sale of our Uber Eats India operations to Zomato Media Private Limited (“Zomato”) recognized in the first quarter of 2020, partially offset by a $27 million loss on the sale of our JUMP operations to Lime during the second quarter of 2020. Refer to Note 17 – Divestitures for further information.

[2] During the three and nine months ended September 30, 2019 and 2020, we recorded changes to the fair value of investments in securities accounted for under the fair value option.

[3] During the three months ended September 30, 2020, we recorded a reversal of the previously recorded allowance for credit loss on our investment in Grab, initially recognized in the first quarter of 2020. During the nine months ended September 30, 2020, we recorded an impairment charge of $1.7 billion, primarily related to our investment in Didi recognized during the first quarter of 2020. Refer to Note 3 – Investments and Fair Value Measurement for further information.

[4] During the nine months ended September 30, 2019, we recognized a $444 million gain on extinguishment of our 2021 and 2022 convertible notes and settlement of derivatives in connection with our IPO, recognized during the second quarter of 2019. Refer to Note 9 – Stockholders' Equity for additional information regarding our IPO.

Note 9 – Stockholders' Equity

Equity Compensation Plans

We maintain four equity compensation plans that provide for the issuance of shares of our common stock to our officers and other employees, directors, and consultants: the 2010 Stock Plan (the "2010 Plan"), the 2013 Equity Incentive Plan (the "2013 Plan"), the 2019 Equity Incentive Plan (the "2019 Plan"), and the 2019 Employee Stock Purchase Plan (the "ESPP"), which have all been approved by stockholders. Following our IPO, we have only issued awards under the 2019 Plan and the ESPP, and no additional awards will be granted under the 2010 and 2013 Plans. These plans provide for the issuance of incentive stock options ("ISOs"), nonqualified stock options ("NSOs"), stock appreciation rights ("SARs"), restricted stock, restricted stock units ("RSUs"), performance-based awards, and other awards (that are based in whole or in part by reference to our common stock).

Initial Public Offering

On May 14, 2019, we closed our IPO, in which we issued and sold 180 million shares of our common stock. The price was $45.00 per share. We received net proceeds of approximately $8.0 billion from the IPO after deducting underwriting discounts and commissions of $106 million and offering expenses. Upon closing of the IPO: (i) all shares of our outstanding redeemable convertible preferred stock automatically converted into 905 million shares of common stock; (ii) holders of the 2021 and 2020 convertible notes elected to convert all outstanding notes into 94 million shares of common stock; and, (iii) an outstanding warrant which became exercisable upon the closing of the IPO was exercised to purchase 0.2 million shares of common stock. In addition, we recognized a net gain of $327 million in other income (expense), net in the condensed consolidated statement of operations upon conversion of the 2021 and 2022 convertible notes during the second quarter of 2019, which consisted of $444 million gain on extinguishment of debt and settlement of derivatives, partially offset by $117 million loss from the change in fair value of embedded derivatives prior to settlement. The extinguishment of debt resulted in the derecognition of the carrying value of the debt balance and settlement of embedded derivatives.

We had granted RSAs, RSUs, SARs, and stock options that vest only upon the satisfaction of both time-based service and performance-based conditions. Through May 9, 2019, no stock-based compensation expense had been recognized for such awards with a performance condition based on the occurrence of a qualifying event (such as an IPO), as such qualifying event was not probable. Upon our IPO, we recognized $3.6 billion of stock-based compensation expense. Upon the IPO, shares were issued to satisfy the vesting of RSUs with a performance condition. To meet the related tax withholding requirements, we withheld 29 million of the 76 million shares of common stock issued. Based on the IPO public offering price of $45.00 per share, the tax withholding obligation was $1.3 billion.

As a result of stock-based compensation expense for vested and unvested RSUs upon the IPO, we recorded an additional deferred tax asset of approximately $1.1 billion that is offset by a full valuation allowance.

PayPal Private Placement

On May 16, 2019, we closed a private placement by PayPal, Inc. ("PayPal") in which we issued and sold 11 million shares of our common stock at a purchase price of $45.00 per share and received aggregate proceeds of $500 million. Additionally, we and PayPal agreed to extend our global partnership, including a commitment to jointly explore certain commercial collaborations.

Stock Option and SAR Activity

A summary of stock option and SAR activity for the nine months ended September 30, 2020 is as follows (in millions, except share amounts which are reflected in thousands, per share amounts, and years):

	SARs Outstanding Number of SARs	Options Outstanding Number of Shares	Weighted-Average Exercise Price Per Share	Weighted-Average Remaining Contractual Life (in years)	Aggregate Intrinsic Value
As of December 31, 2019	337	34,801	$ 9.79	4.75	$ 746
Granted	—	1,193	$ 11.55		
Exercised	(65)	(8,955)	$ 3.27		
Canceled and forfeited	(46)	(1,547)	$ 33.06		
As of September 30, 2020	226	25,492	$ 10.71	4.16	$ 670
Vested and expected to vest as of September 30, 2020	150	21,410	$ 6.43	3.89	$ 653
Exercisable as of September 30, 2020	150	21,410	$ 6.43	3.89	$ 653

RSU Activity

The following table summarizes the activity related to our RSUs for the nine months ended September 30, 2020 (in thousands, except per share amounts):

	Number of Shares	Weighted-Average Grant-Date Fair Value per Share
Unvested and outstanding as of December 31, 2019	84,743	$ 39.82
Granted	65,113	$ 26.90
Vested	(29,581)	$ 37.71
Canceled and forfeited	(26,767)	$ 35.81
Unvested and outstanding as of September 30, 2020	93,508	$ 33.61

Stock-Based Compensation Expense

Stock-based compensation expense is allocated based on the cost center to which the award holder belongs. The following table summarizes total stock-based compensation expense by function for the three and nine months ended September 30, 2019 and 2020 (in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2019	2020	2019	2020
Operations and support	$ 26	$ 16	$ 431	$ 52
Sales and marketing	16	11	229	35
Research and development	262	102	2,822	341
General and administrative	97	54	871	163
Total	$ 401	$ 183	$ 4,353	$ 591

As of September 30, 2020, there were $2.3 billion of unamortized compensation costs related to all unvested awards. The unamortized compensation costs are expected to be recognized over a weighted-average period of approximately 2.84 years.

The tax benefits recognized in the condensed consolidated statements of operations for stock-based compensation arrangements were not material during the three and nine months ended September 30, 2019 and 2020, respectively.

ESPP

During the second quarter of 2020, 3 million shares of common stock were purchased under the ESPP at a weighted-average price of $25.05 per share, resulting in cash proceeds of $82 million.

Note 10 – Income Taxes

We compute our quarterly income tax expense/(benefit) by using a forecasted annual effective tax rate and adjust for any discrete items arising during the quarter. We recorded an income tax expense of $3 million and $20 million for the three and nine months ended September 30, 2019, respectively, and an income tax expense of $23 million and income tax benefit of $(215) million for the three and nine months ended September 30, 2020, respectively. During the three and nine months ended September 30, 2019, income tax expense was primarily driven by current tax on foreign earnings offset by a partial benefit from U.S. losses. During the three months ended September 30, 2020, the income tax expense was primarily driven by current tax on foreign earnings offset by a partial benefit from U.S. losses. During the nine months ended September 30, 2020, the income tax benefit was primarily driven by the deferred U.S. tax impact of the impairment charges related to our investment in Didi, the deferred China tax impact of the impairment charge related to our investment in Didi, and to a lesser extent, the benefit of U.S. losses and current tax on foreign earnings. The primary differences between the effective tax rate and the federal statutory tax rate are due to the valuation allowance on our U.S. and Netherlands' deferred tax assets, foreign tax rate differences, and the benefit from the impairment charges related to our investment in Didi.

In the second quarter of 2020, we transferred certain intangible assets among our wholly-owned subsidiaries to align our structure to our evolving operations. The transaction resulted in the establishment of deferred tax assets of $308 million; however, there was no financial statement benefit recognized since the deferred tax asset was offset by a full valuation allowance.

During the nine months ended September 30, 2020, the amount of gross unrecognized tax benefits increased by $182 million, of which substantially all, if recognized, would not affect the effective tax rate as these unrecognized tax benefits would increase deferred tax assets that would be subject to a full valuation allowance.

We are subject to taxation in the United States and various state and foreign jurisdictions. We are also under routine examination by federal, various state, and foreign tax authorities. We believe that adequate amounts have been reserved in these jurisdictions. To the extent we have tax attribute carryforwards, the tax years in which the attribute was generated may still be adjusted upon examination by federal, state or foreign tax authorities to the extent utilized in a future period. For our major tax jurisdictions, the tax years 2010 through 2020 remain open; the major tax jurisdictions are the U.S., Brazil, Netherlands, United Kingdom, Australia, and India.

Although the timing of the resolution and/or closure of audits is highly uncertain, we do not expect any material changes to our unrecognized tax benefits within the next 12 months. Given the number of years remaining subject to examination and the number of matters being examined, we are unable to estimate the full range of possible adjustments to the balance of gross unrecognized tax benefits.

In the event we experience an ownership change within the meaning of Section 382 of the Internal Revenue Code ("IRC"), our ability to utilize net operating losses, tax credits and other tax attributes may be limited. The most recent analysis of our historical ownership changes was completed through September 30, 2020. Based on the analysis, we do not anticipate a current limitation on the tax attributes.

In response to the Coronavirus pandemic, governments in certain countries have enacted legislation, including the Coronavirus Aid, Relief, and Economic Security Act enacted by the United States on March 27, 2020. Recent legislative developments did not have a material impact on our provision for income tax.

Note 11 – Net Loss Per Share

Basic net income (loss) per share is computed by dividing net income (loss) by the weighted-average number of common shares outstanding for the period presented. Diluted net income (loss) per share is computed by giving effect to all potential weighted average dilutive common stock. The dilutive effect of outstanding awards and convertible securities is reflected in diluted net income (loss) per share by application of the treasury stock method.

The following table sets forth the computation of basic and diluted net loss per share attributable to common stockholders (in millions, except share amounts which are reflected in thousands, and per share amounts):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2019	2020	2019	2020
Basic net loss per share:				
Numerator				
Net loss including non-controlling interests	$ (1,159)	$ (1,108)	$ (7,421)	$ (5,826)
Less: net income (loss) attributable to non-controlling interests, net of tax	(3)	19	11	27
Net loss attributable to common stockholders	$ (1,162)	$ (1,089)	$ (7,410)	$ (5,799)
Denominator				
Basic weighted-average common stock outstanding	1,700,213	1,755,029	1,092,241	1,739,488
Basic net loss per share attributable to common stockholders [1]	$ (0.68)	$ (0.62)	$ (6.79)	$ (3.33)
Diluted net loss per share:				
Numerator				
Diluted net loss attributable to common stockholders	$ (1,162)	$ (1,089)	$ (7,410)	$ (5,799)
Denominator				
Diluted weighted-average common stock outstanding	1,700,213	1,755,029	1,092,241	1,739,488
Diluted net loss per share attributable to common stockholders [1]	$ (0.68)	$ (0.62)	$ (6.79)	$ (3.33)

[1] Per share amounts are calculated using unrounded numbers and therefore may not recalculate.

On May 14, 2019, we completed our IPO, in which we issued and sold 180 million shares of our common stock at a price of $45.00 per share. On that date, all of our outstanding redeemable convertible preferred stock automatically converted into 905 million shares of common stock, and the holders of the 2021 and 2022 convertible notes elected to convert the outstanding notes into common stock, resulting in the issuance of 94 million shares of common stock. These shares were included in our issued and outstanding common stock starting on that date. Refer to Note 9 – Stockholders' Equity for additional information on our IPO.

The following potentially dilutive outstanding securities were excluded from the computation of diluted net loss per share because their effect would have been anti-dilutive for the periods presented, or issuance of such shares is contingent upon the satisfaction of certain conditions which were not satisfied by the end of the period (in thousands):

	As of September 30,	
	2019	2020
Stock options	40,532	25,492
Common stock subject to repurchase	828	28
RSUs to settle fixed monetary awards	325	109
RSUs	91,284	93,508
Shares committed under ESPP	5,012	2,016
Warrants to purchase common stock	187	126
Careem convertible notes	—	14,181
Total	138,168	135,460

Note 12 – Segment Information and Geographic Information

We determine our operating segments based on how the chief operating decision maker ("CODM") manages the business, allocates resources, makes operating decisions and evaluates operating performance.

During the second quarter of 2020, we changed the name of the Rides segment to Mobility and the name of the Eats segment to Delivery. In addition, during the second quarter of 2020, we completed the divestiture of our JUMP business (the "JUMP Divestiture"), which comprised substantially all of the operations of our Other Bets reportable segment. Subsequent to the JUMP Divestiture, the Other Bets segment no longer exists and the continuing activities previously included in the Other Bets segment are immaterial for all periods presented. Certain of these other continuing business activities were migrated to our Mobility segment, whose prior period results were not restated because such business activities were immaterial. The other business activities that were not migrated represent an "all other category separate from other reconciling items" and are presented within the All Other caption. The historical results of the former Other Bets segment are included within the All Other caption. Refer to Note 17 – Divestitures for further information regarding the JUMP Divestiture.

As of the second quarter of 2020, our four operating and reportable segments are as follows:

Segment	Description
Mobility	Mobility products connect consumers with Drivers who provide rides in a variety of vehicles, such as cars, auto rickshaws, motorbikes, minibuses, or taxis. Mobility also includes activity related to our U4B, Financial Partnerships, Transit and Vehicle Solutions offerings.
Delivery	Delivery offerings allow consumers to search for and discover local restaurants, order a meal, and either pick-up at the restaurant or have the meal delivered. In certain markets, Delivery also includes offerings for grocery and convenience store delivery as well as select other goods.
Freight	Freight connects carriers with shippers on our platform, and gives carriers upfront, transparent pricing and the ability to book a shipment.
ATG and Other Technology Programs	The ATG and Other Technology Programs segment is responsible for the development and commercialization of autonomous vehicle and ridesharing technologies, as well as Uber Elevate.

For information about how our reportable segments derive revenue, refer to Note 2 – Revenue. Our segment operating performance measure is segment adjusted EBITDA. The CODM does not evaluate operating segments using asset information and, accordingly, we do not report asset information by segment. Segment adjusted EBITDA is defined as revenue less the following expenses: cost of revenue, operations and support, sales and marketing, and general and administrative and research and development expenses associated with our segments. Segment adjusted EBITDA also excludes non-cash items or items that management does not believe are reflective of our ongoing core operations (as shown in the table below). The following table provides information about our segments and a reconciliation of the total segment adjusted EBITDA to loss from operations (in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2019	2020	2019	2020
Segment adjusted EBITDA:				
Mobility	$ 631	$ 245	$ 1,329	$ 876
Delivery	(316)	(183)	(911)	(728)
Freight	(81)	(73)	(162)	(186)
ATG and Other Technology Programs	(124)	(104)	(369)	(303)
All Other	(72)	—	(184)	(86)
Total segment adjusted EBITDA	38	(115)	(297)	(427)
Reconciling items:				
Corporate G&A and Platform R&D [(1), (2)]	(623)	(510)	(1,813)	(1,647)
Depreciation and amortization	(102)	(138)	(371)	(395)
Stock-based compensation expense	(401)	(183)	(4,353)	(591)
Legal, tax, and regulatory reserve changes and settlements	27	—	(353)	(57)
Driver appreciation award	—	—	(299)	—
Payroll tax on IPO stock-based compensation	—	—	(86)	—
Goodwill and asset impairments/loss on sale of assets [(3)]	—	(76)	(8)	(285)
Acquisition, financing and divestitures related expenses	—	(14)	—	(43)
Accelerated lease costs related to cease-use of ROU assets [(3)]	—	(80)	—	(80)
COVID-19 response initiatives	—	(18)	—	(90)
Gain on lease arrangement, net	—	12	—	5
Restructuring and related credits (charges)	(45)	6	(45)	(376)
Loss from operations	$ (1,106)	$ (1,116)	$ (7,625)	$ (3,986)

[(1)] Excluding stock-based compensation expense.

[(2)] Includes costs that are not directly attributable to our reportable segments. Corporate G&A also includes certain shared costs such as finance, accounting, tax, human resources, information technology and legal costs. Platform R&D also includes mapping and payment technologies and support and development of the internal technology infrastructure. Our allocation methodology is periodically evaluated and may change.

[(3)] During the three months ended September 30, 2020, we exited, and made available for sublease, certain leased offices, primarily due to the City of San Francisco's extended shelter-in-place orders. This decision resulted in the recognition of accelerated lease expense and other asset impairments.

Geographic Information

Revenue by geography is based on where the trip or shipment was completed or meal or grocery order delivered. The following table sets forth revenue by geographic area for the three and nine months ended September 30, 2019 and 2020 (in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2019	2020	2019	2020
United States	$ 2,255	$ 1,505	$ 5,884	$ 4,622
All other countries	1,558	1,624	4,194	4,291
Total revenue	$ 3,813	$ 3,129	$ 10,078	$ 8,913

Revenue grouped by offerings and geographical region is included in Note 2 – Revenue.

Note 13 – Commitments and Contingencies

Purchase Commitments

We have commitments for network and cloud services, background checks, and other items in the ordinary course of business with varying expiration terms through 2024. These amounts are determined based on the non-cancelable quantities or termination amounts to which we are contractually obligated.

In July 2020, we entered into a commercial technology agreement with Google LLC for a term of four years. We are committed to spend an aggregate of at least $160 million for the period from July 2020 through June 2024.

Aside from the above, as of September 30, 2020, there were no material changes to our purchase commitments disclosed in the financial statements included in the Annual Report on Form 10-K for the year ended December 31, 2019.

Contingencies

From time to time, we are a party to various claims, non-income tax audits and litigation in the normal course of business. As of December 31, 2019 and September 30, 2020, we had recorded aggregate liabilities of $1.5 billion and $1.7 billion, respectively, in accrued and other current liabilities on the condensed consolidated balance sheets for all of our legal, regulatory and non-income tax matters that were probable and reasonably estimable.

We are currently party to various legal and regulatory matters that have arisen in the normal course of business and include, among others, alleged independent contractor misclassification claims, Fair Credit Reporting Act ("FCRA") claims, alleged background check violations, pricing and advertising claims, unfair competition claims, intellectual property claims, employment discrimination and other employment-related claims, Telephone Consumer Protection Act ("TCPA") claims, Americans with Disabilities Act ("ADA") claims, data and privacy claims, securities claims, antitrust claims, challenges to regulations, and other matters. We have existing litigation, including class actions, PAGA lawsuits, arbitration claims, and governmental administrative and audit proceedings, asserting claims by or on behalf of Drivers that Drivers are misclassified as independent contractors. In connection with the enactment of California State Assembly Bill 5 ("AB5"), we have received and expect to continue to receive - in California and in other jurisdictions - an increased number of misclassification claims. With respect to our outstanding legal and regulatory matters, based on our current knowledge, we believe that the ultimate amount or range of reasonably possible loss will not, either individually or in the aggregate, have a material adverse effect on our business, financial position, results of operations, or cash flows. The outcome of such legal matters is inherently unpredictable and subject to significant uncertainties. If one or more of these matters were resolved against us for amounts in excess of management's expectations, our results of operations, financial condition or cash flows could be materially adversely affected.

Driver Classification

California Attorney General Lawsuit

In January 2020, AB5 went into effect. AB5 codifies a test to determine whether a worker is an employee under California law. The test is referred to as the "ABC" test, and was originally handed down by the California Supreme Court in Dynamex Operations v. Superior Court in 2018. Under the ABC test, workers performing services for a hiring entity are considered employees unless the hiring entity can demonstrate three things: the worker (A) is free from the hiring entity's control, (B) performs work that is outside the usual course of the hiring entity's business, and (C) customarily engages in the independent trade, work or type of business performed for the hiring entity.

On May 5, 2020, the California Attorney General, in conjunction with the city attorneys for San Francisco, Los Angeles and San Diego, filed a complaint in San Francisco Superior Court against Uber and Lyft, Inc. ("Lyft"). The complaint alleges drivers are misclassified, and seeks an injunction and monetary damages related to the alleged competitive advantage caused by the alleged misclassification of drivers.

On August 10, 2020, the Court issued a preliminary injunction order prohibiting us from classifying drivers as independent contractors and from violating various wage and hour laws. The injunction was stayed pending appeal. On October 22, 2020, the Court of Appeal affirmed the lower court's ruling and held that we must comply with the preliminary injunction order no later than 30 days after the case is returned to the trial court. In November 2020, California voters voted on Proposition 22, a state ballot initiative that provides a framework for drivers that use platforms like ours for independent work. Based on the unofficial results published by the California Secretary of State as of the date of the issuance of these condensed consolidated financial statements, Proposition 22 was approved, which means that the preliminary injunction will not go into effect and that Drivers will be able to maintain their status as independent contractors under California law and we and our competitors will be required to comply with the provisions of Proposition 22. We expect that Proposition 22 will go into effect in the fourth quarter of 2020; however, for periods prior to its effectiveness and with respect to the California Attorney General's lawsuit, we continue to intend to vigorously defend ourselves. Our chances of success on the merits are still uncertain and any reasonably possible loss or range of loss cannot be estimated.

Massachusetts Attorney General Lawsuit

On July 9, 2020, the Massachusetts Attorney General filed a complaint in Suffolk County Superior Court against Uber and Lyft. The complaint alleges Drivers are employees, and are entitled to protections under the wage and labor laws. The complaint was served on July 20, 2020 and Uber filed a motion to dismiss the complaint on September 24, 2020. Our chances of success on the merits are still uncertain and any reasonably possible loss or range of loss cannot be estimated.

Swiss Social Security Reclassification

Several Swiss local government bodies have issued decisions in which they classify Drivers as employees of Uber Switzerland, Rasier Operations B.V. or of Uber B.V. for social security or regulatory purposes. We are challenging each of them. In rulings issued on July 20, 2018 and October 9, 2020, the Social Security Tribunal of Zurich confirmed that Uber Switzerland could not be held liable. Proceedings will therefore only proceed with Uber B.V. and Rasier Operations BV and first instance rulings should be issued in the next few months.

Further, another Swiss governmental body of the Canton of Geneva ruled on October 30, 2019 that Uber B.V. should be qualified as a transportation company based on the view that Uber B.V. is the employer of Drivers. We appealed this decision. In April 2020, a ruling was made on a separate matter in Switzerland which reclassified a Driver as an employee.

The ultimate resolution of the social security matters is uncertain and the amount accrued for this matter is recorded within accrued and other current liabilities on the condensed consolidated balance sheets.

Aslam, Farrar, Hoy and Mithu v. Uber B.V., Uber Britannia Ltd. and Uber London Ltd.

On October 28, 2015, a claim by 25 Drivers, including Mr. Y. Aslam and Mr. J. Farrar, was brought in the UK Employment Tribunal against us asserting that they should be classified as “workers” (a separate category between independent contractors and employees) in the UK rather than independent contractors. The tribunal ruled on October 28, 2016 that Drivers are workers whenever our app is switched on and they are ready and able to take trips based on an assessment of the app in July 2016.

The Court of Appeal rejected our appeal in a majority decision on December 19, 2018. We have appealed to the Supreme Court. A hearing at the Supreme Court took place in July 2020 with a decision expected in the fall of 2020. The plaintiffs have not quantified their claim and if they are successful in establishing “worker” status, any damages will be considered at a future hearing. The amount of compensation sought by the plaintiffs in the case is not currently known. If Drivers are determined to be workers, they may be entitled to additional benefits and payments, which may include pension contributions. Additional claims have been filed, which are stayed pending the judgment of the Supreme Court. Our chances of success on the merits are still uncertain and any reasonably possible loss or range of loss cannot be estimated.

Other Driver Classification Matters

Additionally, we have received other lawsuits and governmental inquiries in other jurisdictions, and anticipate future claims, lawsuits, arbitration proceedings, administrative actions, and government investigations and audits challenging our classification of Drivers as independent contractors and not employees. We believe that our current and historical approach to classification is supported by the law and intend to continue to defend ourselves vigorously in these matters. However, the results of litigation and arbitration are inherently unpredictable and legal proceedings related to these claims, individually or in the aggregate, could have a material impact on our business, financial condition, results of operations and cash flows. Regardless of the outcome, litigation and arbitration of these matters can have an adverse impact on us because of defense and settlement costs individually and in the aggregate, diversion of management resources and other factors.

State Unemployment Taxes

In December 2016, following an audit opened in 2014 investigating whether Drivers were independent contractors or employees, we received a Notification of Assessment from the Employment Development Department, State of California, for payroll tax liabilities. The notice retroactively imposed various payroll tax liabilities on us, including unemployment insurance, employment training tax, state disability insurance, and personal income tax. We have filed a petition with an administrative law judge of the California Unemployment Insurance Appeals Board appealing the assessment. This matter remains pending.

In 2018, the New Jersey Department of Labor (“NJDOL”) opened an audit reviewing whether Drivers were independent contractors or employees for purposes of determining whether unemployment insurance regulations apply from 2014 through 2018. The NJDOL made an assessment on November 12, 2019, against both Rasier and Uber. Both assessments were calculated through November 15, 2019, but only calculated the alleged contributions, penalties, and interests owed from 2014 through 2018. We are engaged in ongoing discussions with the NJDOL about the assessments, though the NJDOL has noticed Uber for a hearing on the merits. Our chances of success on the merits are still uncertain and any reasonably possible loss or range of loss cannot be estimated.

Google v. Levandowski & Ron; Google v. Levandowski

On October 28, 2016, Google filed arbitration demands against each of Anthony Levandowski and Lior Ron, former employees of Google, alleging breach of their respective employment agreements with Google, fraud and other state law violations (due to

soliciting Google employees and starting a new venture to compete with Google's business in contravention of their respective employment agreements). Google sought damages, injunctive relief, and restitution. On March 26, 2019, following a hearing, the arbitration panel issued an interim award, finding against each of Google's former employees and awarding $127 million against Anthony Levandowski and $1 million for which both Anthony Levandowski and Lior Ron are jointly and severally liable. In July 2019, Google submitted its request for interest, attorneys fees, and costs related to these claims. The Panel's Final Award was issued on December 6, 2019. On February 7, 2020, Ron and Google entered into a settlement agreement and mutual release to satisfy the corrected final award in the amount of approximately $10 million. Uber paid Google on behalf of Ron pursuant to an indemnification obligation. A dispute continues to exist with regard to Uber's alleged indemnification obligation to Levandowski. Whether Uber is ultimately responsible for indemnification of Levandowski depends on the exceptions and conditions set forth in the indemnification agreement. In March 2020, Levandowski pleaded guilty to criminal trade secret charges and filed for bankruptcy. Uber filed a proof of claim in the bankruptcy court, and Levandowski additionally asserted a claim against Uber alleging that Uber failed to perform its obligations under an agreement with Otto Trucking, LLC. The indemnification dispute and Levandowski's claim will proceed in the bankruptcy court. The ultimate resolution of the matter could result in a possible loss of up to $60 million or more (depending on interest incurred) in excess of the amount accrued.

Taiwan Regulatory Fines

Prior to us adjusting and re-launching our operating model in April 2017 to a model where government-approved rental companies provide transport services to Riders, Drivers in Taiwan and the local Uber entity were fined by Taiwan's Directorate General of Highways in significant numbers across Taiwan. On January 6, 2017, a new Highways Act came into effect in Taiwan which increased maximum fines from New Taiwan Dollar ("NTD") 150,000 to NTD 25 million per offense. We suspended our service in Taiwan from February 10, 2017 to April 12, 2017, but a number of these fines were issued to the local Uber entity in connection with rides that took place in January and February 2017 prior to the suspension. These fines have remained outstanding while Uber appeals the tickets through the courts. In June 2020, we agreed to make periodic payments of approximately $60 million in fines to the Enforcement Agency ("Payment Plan") stemming from the peer-to-peer business operated until 2017. On September 18, 2020, the Grand Chamber of the Supreme Court announced a positive ruling finding that the agency that issued these fines against the local Uber entity did not have the jurisdiction to do so. As a result of the Grand Chamber's decision, the Enforcement Agency has agreed to stop all enforcement actions, which includes enforcement against the Payment Plan. We expect rulings from individual Supreme Court chambers to revoke the tickets issued by the agency by early 2021. Although the tickets may be revoked by the Supreme Court, the municipal government that has jurisdiction may reissue new tickets. Depending on the number of tickets reissued by the municipal government, the amount of fines to be paid by Uber could be reduced.

Non-Income Tax Matters

We recorded an estimated liability for contingencies related to non-income tax matters and are under audit by various domestic and foreign tax authorities with regard to such matters. The subject matter of these contingent liabilities and non-income tax audits primarily arises from our transactions with Drivers, as well as the tax treatment of certain employee benefits and related employment taxes. In jurisdictions with disputes connected to transactions with Drivers, disputes involve the applicability of transactional taxes (such as sales, value added and similar taxes) to services provided, as well as the applicability of withholding tax on payments made to such Drivers. For example, we are involved in a proceeding in the UK involving HMRC, the tax regulator in the UK, which is seeking to classify us as a transportation provider. Being classified as a transportation provider would result in a VAT (20%) on Gross Bookings or on the service fee that we charge Drivers, both retroactively and prospectively. Further, if Drivers are determined to be workers, they may be entitled to additional benefits and payments, and we may be subject to penalties, back taxes, and fines. We believe that the position of HMRC and the regulators in similar disputes and audits is without merit and are defending our positions vigorously. During the first quarter of 2020, we favorably resolved a state non-income exposure in the U.S. resulting in a $138 million reduction of U.S. non-income tax reserves. Our estimated liability is inherently subjective due to the complexity and uncertainty of these matters and the judicial processes in certain jurisdictions, therefore, the final outcome could be different from the estimated liability recorded.

Other Legal and Regulatory Matters

We have been subject to various government inquiries and investigations surrounding the legality of certain of our business practices, compliance with antitrust, foreign corrupt practices act and other global regulatory requirements, labor laws, securities laws, data protection and privacy laws, the adequacy of disclosures to investors and other shareholders, and the infringement of certain intellectual property rights. We have investigated many of these matters and we are implementing a number of recommendations to our managerial, operational and compliance practices, as well as strengthening our overall governance structure. In many cases, we are unable to predict the outcomes and implications of these inquiries and investigations on our business which could be time consuming, costly to investigate and require significant management attention. Furthermore, the outcome of these inquiries and investigations could negatively impact our business, reputation, financial condition and operating results, including possible fines and penalties and requiring changes to operational activities and procedures.

Indemnifications

In the ordinary course of business, we often include standard indemnification provisions in our arrangements with third parties. Pursuant to these provisions, we may be obligated to indemnify such parties for losses or claims suffered or incurred in connection with its activities or non-compliance with certain representations and warranties made by us. In addition, we have entered into indemnification agreements with our officers, directors, and certain current and former employees, and our certificate of incorporation and bylaws contain certain indemnification obligations. It is not possible to determine the maximum potential loss under these indemnification provisions / obligations because of the unique facts and circumstances involved in each particular situation.

Note 14 – Variable Interest Entities ("VIEs")

Consolidated VIEs

We consolidate VIEs in which we hold a variable interest and are the primary beneficiary. We have determined that these entities are a VIE as they lack sufficient equity to finance their activities without future subordinated support. We are the primary beneficiary because we have the power to direct the activities that most significantly impact the economic performance of these VIEs. As a result, we consolidate the assets and liabilities of these VIEs.

Total assets included on the condensed consolidated balance sheets for our consolidated VIEs as of December 31, 2019 and September 30, 2020 were $1.2 billion and $1.1 billion, respectively. Total liabilities included on the condensed consolidated balance sheets for these VIEs as of December 31, 2019 and September 30, 2020 were $159 million and $203 million, respectively.

Freight Holding

In July 2018, we created a new majority-owned subsidiary, Uber Freight Holding Corporation ("Freight Holding"). The purpose of Freight Holding is to perform the business activities of the Freight operating segment. Freight Holding and the Freight Holding stock held by us was determined to be a variable interest. As of September 30, 2020, we continue to own the majority of the issued and outstanding capital stock of Freight Holding and report non-controlling interests as further described in Note 15 – Non-Controlling Interests.

Apparate USA LLC

In April 2019, we contributed certain of our subsidiaries and certain assets and liabilities related to our autonomous vehicle technologies to Apparate USA LLC ("Apparate") in exchange for common units representing 100% ownership interest in Apparate. The purpose of Apparate is to develop and commercialize autonomous vehicle and ridesharing technologies. Subsequent to the formation of Apparate, Apparate entered into a Class A Preferred Unit Purchase Agreement ("Preferred Unit Purchase Agreement") with SVF Yellow (USA) Corporation ("SoftBank"), Toyota Motor North America, Inc. ("Toyota"), and DENSO International America, Inc. ("DENSO"). Preferred units were issued in July 2019 to SoftBank, Toyota, and DENSO and provided the investors with an aggregate 13.8% initial ownership interest in Apparate on an as-converted basis. The common units held by us in Apparate were determined to be a variable interest. Refer to Note 15 – Non-Controlling Interests for further information on our non-controlling interests in Apparate.

Careem Pakistan, Qatar and Morocco

On January 2, 2020, we completed the acquisition of substantially all of the assets of Careem and certain of its subsidiaries pursuant to an asset purchase agreement (the "Asset Purchase Agreement") in countries where regulatory approval was obtained or which did not require regulatory approval. The assets and operations in Qatar and Morocco (collectively "Non-Transferred Countries"), have not yet been transferred to us as of September 30, 2020. Transfer of the assets and operations of the Non-Transferred Countries will be subject to a delayed closing pending timing of regulatory approval. If regulatory approval is not obtained with respect to any Non-Transferred Countries by the nine month anniversary of January 2, 2020, we can divest the net assets of any such remaining Non-Transferred Countries and we will receive all the proceeds from the divestiture of any Non-Transferred Countries. In February 2020, regulatory approval in Pakistan was obtained and legal transfer of the assets was completed on July 22, 2020, at which point Careem's operations in Pakistan became a 100% owned subsidiary. Only Qatar and Morocco remain as countries in which Careem continues to operate but where regulatory approval has not yet been obtained as of September 30, 2020. We will continue to seek regulatory approval for Qatar and Morocco. The net assets and operations in Qatar and Morocco are not material.

The purpose of the Non-Transferred Countries' operations is to provide primarily ridesharing services in each respective country. Although the assets and operations of the Non-Transferred Countries were not transferred as of September 30, 2020, we have rights to all residual interests in the entities comprising the Non-Transferred Countries which is considered a variable interest. We are exposed to losses and residual returns of the entities comprising the Non-Transferred Countries through the right to all of the proceeds from either the divestiture or the eventual legal transfer upon regulatory approval of the entities comprising the Non-Transferred Countries. We control Intellectual Properties ("IP") which are significant for the business of Non-Transferred Countries and sub-license those IP to the Non-Transferred Countries. Each entity that comprises the Non-Transferred Countries meets the definition of a VIE and we are the primary beneficiary of each of the entities comprising the Non-Transferred Countries. As a result, we consolidate the entities comprising the Non-Transferred Countries as further described in Note 16 – Business Combinations.

Unconsolidated VIEs

Zomato

Zomato is incorporated in India with the purposes of providing food delivery services, and operates globally in over 10,000 cities. On January 21, 2020, we acquired compulsorily convertible cumulative preference shares ("CCPS Preferred Shares") of Zomato valued at $171 million in exchange for Uber's food delivery operations in India ("Uber Eats India"), and a note receivable valued at $35 million for reimbursement of goods and services tax. Our investment in the CCPS Preferred Shares of Zomato will represent 9.99% of the voting capital upon conversion to ordinary shares. Zomato is a VIE as it lacks sufficient equity to finance its activities without future subordinated financial support. We are exposed to Zomato's economic risks and rewards through our investment and note receivable which represent variable interests, and the carrying values of these variable interests reflect our maximum exposure to loss. However, we are not the primary beneficiary because neither the investment in CCPS Preferred Shares nor the note receivable provide us with the power to direct the activities that most significantly impact Zomato's economic performance. As of September 30, 2020, the carrying amount of assets recognized on the condensed consolidated balance sheet related to our interests in Zomato and our maximum exposure to loss relating to this unconsolidated VIE was approximately $200 million. Refer to Note 17 – Divestitures for further information regarding Zomato and the divestiture of Uber Eats India.

Mission Bay 3 & 4

The Mission Bay 3 & 4 JV refers to ECOP, a joint venture entity established in March 2018, by us and the LLC Partners. We contributed $136 million cash in exchange for a 45% interest in ECOP. Prior to March 31, 2020, any remaining construction costs were to be funded through a construction loan obtained by ECOP where we together with the two LLC Partners guaranteed payments and performance of the loan when it became due and any payment of costs incurred by the lender under limited situations. As of December 31, 2019, the maximum collective guarantee liability was up to $50 million.

We evaluated the nature of our investment in ECOP and determined that ECOP was a VIE during the construction period; however, we were not the primary beneficiary as decisions were made jointly between parties and therefore we did not have the power to direct activities that most significantly impacted the VIE. The investment was determined to be an equity method investment due to our ability to exercise significant influence over ECOP. Refer to Note 4 – Equity Method Investments for further information.

In March 2020, ECOP secured new loans and $91 million was distributed back to us as a return of capital investment. In connection with the repayment of the construction loan by ECOP, the maximum collective guarantee liability of up to $50 million was extinguished. We reevaluate if ECOP meets the definition of a VIE upon specific reconsideration events. The closing of ECOP's new financing in March 2020, triggered a reconsideration event and we reevaluated if ECOP still met the definition of a VIE. As of March 31, 2020, we determined that ECOP was no longer a VIE as it has sufficient equity to operate without the need for subordinated financial support.

Lime

On May 7, 2020, we entered into the JUMP Divestiture. Refer to Note 17 – Divestitures for further information on the JUMP Divestiture. Lime is a VIE as it lacks sufficient equity to finance its activities without future subordinated financial support. We are exposed to Lime's economic risks and rewards through our ownership of the 2020 Lime Investments, which represent variable interests. However, we are not the primary beneficiary of Lime because we lack the power to direct the activities that most significantly impact Lime's economic performance. As of September 30, 2020, the carrying amount of assets recognized on our condensed consolidated balance sheet related to the 2020 Lime Investments of $136 million represents our maximum exposure to loss associated with Lime as an unconsolidated VIE.

Cornershop: CS-Mexico

On July 6, 2020, we closed on a purchase agreement with CS-Global, excluding operating subsidiaries in Mexico ("CS-Mexico"). Refer to Note 16 – Business Combinations for further information. CS-Mexico is a VIE as its equity interests do not fully absorb the entity's expected losses and it lacks sufficient equity to finance its activities without future subordinated financial support. We are exposed to CS-Mexico's economic risks and rewards through: the CS-Mexico Put/Call; an immaterial unsecured note; the contractual rights to 35% of contingent sale proceeds from CS-Mexico under certain conditions; and a market-based fee related to the transition services agreement, all of which represent variable interests held by Uber. However, we are not the primary beneficiary because the variable interests do not provide us with the power to direct the activities that most significantly impact CS-Mexico's economic performance. As of September 30, 2020, the carrying amount of assets recognized on the condensed consolidated balance sheet related to our interests in CS-Mexico is $28 million and our maximum exposure to loss relating to this unconsolidated VIE were approximately $23 million.

Note 15 – Non-Controlling Interests

ATG Investment: Preferred Unit Purchase Agreement

In July 2019, we closed a Preferred Unit Purchase Agreement with SoftBank, Toyota, and DENSO (collectively "the Investors") for purchase by the Investors of Class A Preferred Units ("Preferred Units") in Apparate. Apparate, a subsidiary of ours, issued 1.0 million Preferred Units at $1,000 per unit to the Investors for an aggregate consideration of $1.0 billion ($400 million from Toyota,

$333 million from SoftBank, and $267 million from DENSO). As of September 30, 2020, the Preferred Units represented an aggregate 14.3% ownership interest in Apparate on an as-converted basis. As of September 30, 2020, we retain the remaining 85.7% ownership interest following the closing of the Preferred Units Purchase Agreement. SoftBank and Toyota are our existing investors.

SoftBank's Preferred Units

Beginning on July 2, 2026, SoftBank has the option to put to us all, but not less than all, of its initial investment in Preferred Units at a price equal to the number of SoftBank's Preferred Units multiplied by the greater of (i) the original investment plus any accrued but unpaid amounts per unit and (ii) the fair value of the Preferred Units at the time of conversion (the "Put/Call Price").

As of December 31, 2019 and September 30, 2020, the SoftBank Preferred Units are classified as redeemable non-controlling interests in our condensed consolidated financial statements and reported at the Put/Call Price which is determined as of each balance sheet date. The fair value of SoftBank's Preferred Units is determined based on a hybrid method with the option pricing model as the primary methodology. This method uses Level 3 fair value measurement inputs as well as an assumed equal probability of the occurrence of a liquidation or exit event. The significant unobservable inputs used in the fair value measurement include: volatility of 55%, time to liquidity of 4.0 years, and a discount for lack of marketability of 17%. A market approach was also used to corroborate the valuation derived from the hybrid method at issuance to evidence that the issuance price of the Preferred Units approximated their fair value. There were no fair value adjustments to SoftBank's redeemable non-controlling interests during the three and nine months ended September 30, 2020.

Toyota and DENSO's Preferred Units

As of December 31, 2019 and September 30, 2020, the Toyota and DENSO Preferred Units are classified in permanent equity as non-controlling interests as these units are not subject to any mandatory redemption rights or redemption rights that are outside our control.

ATG Collaboration Agreement with Apparate, Toyota and DENSO

In conjunction with the Preferred Unit Purchase Agreement discussed above, we entered into a three-year joint collaboration agreement among Toyota, DENSO, and Apparate to develop next-generation self-driving technology (the "ATG Collaboration Agreement"), which became effective as of the closing of the Preferred Unit Purchase Agreement in July 2019. Pursuant to the ATG Collaboration Agreement, we will receive six semi-annual installments up to an aggregate of $300 million during the term of the ATG Collaboration Agreement. During the three months ended September 30, 2019, we recognized $17 million as revenue under the ATG Collaboration Agreement. We recognized $25 million and $75 million as revenue during the three and nine months ended September 30, 2020, respectively.

Freight Holding

As of December 31, 2019 and September 30, 2020, we owned 89% of the issued and outstanding capital stock of our subsidiary Freight Holding, or 80% on a fully-diluted basis if all shares reserved for issuance under our Freight Holding employee incentive plan were issued and outstanding. Under the Freight Holding incentive plan, a total number of 99.8 million shares of Freight Holding are reserved and available for grant and issuance. As of December 31, 2019 and September 30, 2020, the minority stockholders ownership in Freight Holding is classified in mezzanine equity as redeemable non-controlling interest, because it is redeemable on an event that is not solely in our control. The Freight Holding non-controlling interest is not remeasured to fair value because it is currently not probable that the non-controlling interest will become redeemable.

Cornershop: CS-Global

On July 6, 2020, we closed on a purchase agreement with CS-Global. Refer to Note 16 – Business Combinations for further information. As part of the transaction, we own 55% of the outstanding membership interests in the issued and outstanding capital stock of CS-Global, or 52% on a fully-diluted basis. As of September 30, 2020, the non-controlling interest in CS-Global is classified in mezzanine equity as redeemable non-controlling interest because it is redeemable on an event that is not solely in our control. At each balance sheet date, the carrying value of the redeemable non-controlling interest will be adjusted if the fair value is higher than the carrying value. The initial fair value, as of the acquisition date of July 6, 2020, was $290 million. There were no fair value adjustments to CS-Global's redeemable non-controlling interest during the three months ended September 30, 2020.

Note 16 – Business Combinations

Careem

On March 26, 2019, we entered into an Asset Purchase Agreement with Careem. Pursuant to the Asset Purchase Agreement, we agreed to acquire substantially all of the assets and assume substantially all of the liabilities of Careem.

On January 2, 2020, we completed the acquisition of substantially all of the assets of Careem. Dubai-based Careem was founded in 2012, and provides primarily ridesharing and to a lesser extent meal delivery, and payments services to millions of users in cities across the Middle East, North Africa, and Pakistan. The acquisition has been accounted for as a business combination and advances our strategy of having a leading ridesharing category position in every major region of the world in which we operate and effect cost and technology synergies for the rest of Uber's Mobility business. As of September 30, 2020, ownership of Careem's operations in

Qatar and Morocco had not yet been transferred to us; however the results of operations and net assets were fully consolidated as variable interest entities. Refer to Note 14 – Variable Interest Entities ("VIEs") for further information.

The acquisition date fair value of the consideration transferred for Careem was $3.0 billion, which consisted of the following (in millions):

	Fair Value
Cash paid on January 2, 2020	$ 1,326
Non-interest bearing unsecured convertible notes	1,634
Transaction costs paid on January 2, 2020 on behalf of Careem	39
Contingent cash consideration	1
Stock-based compensation awards attributable to pre-combination services	3
Total consideration	$ 3,003

The fair value of the non-interest bearing unsecured convertible notes (the "Careem Notes") was determined as a sum of the discounted cash flow ("DCF") method (for the present value of the principal amount of the Careem Notes) and the Black-Scholes option pricing model (to value the conversion option). The significant unobservable inputs used in the fair value measurement include discount rates of 5.14% to 5.19% for the principal amount of the Careem Notes and for the conversion option an expected volatility of 42.1% to 44.1%, interest rates of 1.53% to 1.57%, and dividend yield of 0%. We will issue the Careem Notes in different tranches with $880 million of the principal amount of the Careem Notes issued as of January 2, 2020 and settled in cash on April 1, 2020. The remaining amount of the Careem Notes is recognized as a commitment to issue unsecured convertible notes at fair value in accrued and other current liabilities of $458 million and in other long-term liabilities of $296 million as of January 2, 2020. Each tranche of the Careem Notes is due and payable 90 days once issued. The holders of the Careem Notes may elect to convert the full outstanding principal balance to Class A common stock at a conversion price of $55 per share of Uber Technologies, Inc. at any time prior to maturity. The discount from the Careem Notes face value to fair value will be accreted through the respective repayment dates as interest expense. The amount of accretion for the three and nine months ended September 30, 2020 was not material.

The purchase price allocation is based on a preliminary valuation and subject to revision as more detailed analyses are completed and additional information about the fair value of assets acquired and liabilities assumed becomes available. The following table summarizes the preliminary fair value of assets acquired and liabilities assumed as of the date of acquisition (in millions):

	Fair Value
Current assets	$ 43
Goodwill	2,484
Intangible assets	540
Other long-term assets	77
Total assets acquired	3,144
Current liabilities	(108)
Deferred tax liability	(14)
Other long-term liabilities	(19)
Total liabilities assumed	(141)
Net assets acquired	$ 3,003

The excess of purchase consideration over the fair value of net tangible and identifiable intangible assets acquired was recorded as goodwill which is not deductible for tax purposes. Goodwill is primarily attributed to the assembled workforce of Careem and anticipated operational synergies. Goodwill was recorded in our Mobility segment. The fair values assigned to tangible and identifiable intangible assets acquired and liabilities assumed are based on management's estimates and assumptions at the time of acquisition.

The following table sets forth the components of identifiable intangible assets acquired and their estimated useful lives as of the date of acquisition (in millions, except years):

	Fair Value	Weighted Average Remaining Useful Life - Years
Rider relationships	$ 270	15
Captains network	40	1
Developed technology	110	4
Trade names	120	10
Total	$ 540	

Rider relationships represent the fair value of the underlying relationships with Careem riders. Captains network represents the fair value of the underlying network with Careem drivers (called “Captains”). Developed technology represents the fair value of Careem’s technology. Trade names relate to the “Careem” trade name, trademarks, and domain names. The overall weighted average useful life of the identified amortizable intangible assets acquired is ten years.

The estimated fair value of the intangible assets acquired was determined by our management, which considered, among other factors, a valuation report prepared by an independent third-party valuation firm. We used a multi-period excess earnings method to estimate the fair value of the rider relationships. The significant unobservable input used in the fair value measurement of rider relationships is the riders attrition rate. We used the replacement cost method to estimate the fair value of the Captains network and the relief from royalty method to estimate the fair values of developed technology and trade names.

Tangible net assets were valued at their respective carrying amounts as of the acquisition date, as we believe that these amounts approximate their current fair values. We believe the amounts of purchased intangible assets recorded above represent the fair values of, and approximate the amounts a market participant would pay for, these intangible assets as of January 2, 2020.

The Asset Purchase Agreement provides for specific indemnities to us in relation to value added tax obligations and other tax reserves of certain jurisdictions which reflect potential tax liabilities. We recognized $64 million of indemnification assets on the same basis as the tax reserves at January 2, 2020, which is recorded as other assets and other liabilities as of September 30, 2020. Settlements of these tax reserves, if any, will be funded by the indemnification asset.

Results of acquired operations were included in our condensed consolidated financial statements from the date of acquisition, January 2, 2020. For the three months ended September 30, 2020 and for the period from January 2, 2020 through September 30, 2020, the acquired operations contributed pre-tax losses of $32 million and $184 million, respectively. Revenues for the three months ended September 30, 2020 and for the period from January 2, 2020 through September 30, 2020 were not material.

Pro forma results of operations for Careem have not been presented as the effect of this acquisition was not material to our financial statements.

Cornershop

In 2019, we agreed to purchase a controlling interest in Cornershop Cayman ("Cornershop"), operating an online grocery delivery platform primarily in Chile and Mexico. During 2019, we made an initial investment of $50 million (the “Initial Cornershop Investment”). The remaining investment was subject to antitrust approval of the countries where Cornershop operates.

During the second quarter of 2020, we received regulatory approvals, except for Mexico. As a result, we and Cornershop amended the terms of the agreement in order for Uber to acquire Cornershop’s business operations, except for those in Mexico. Immediately prior to the transaction close, Cornershop was restructured such that the Mexico operations were held in Cornershop Technologies LLC and its wholly owned subsidiary (collectively referred to as “CS-Mexico”), while all of the remaining Cornershop operations were to be held in the newly created CS-Global entity.

On July 6, 2020, we closed on a purchase agreement to acquire CS-Global, resulting in an Uber direct capital contribution of $200 million, which includes the Initial Cornershop Investment and notes receivable, to CS-Global and a payment of $179 million to tendering shareholders, paid in a combination of cash and Uber common stock. In exchange for the consideration transferred, we received 15,642,523 Preferred C Membership Interests in CS-Global, representing 55% of the outstanding membership interests. As a result, we obtained the controlling financial interest in CS-Global and accounted for the acquisition as a business combination. For additional information on the accounting treatment of the remaining non-controlling interest in CS-Global, refer to Note 15 – Non-Controlling Interests. Uber and CS-Global also entered into a put/call arrangement over the non-controlling interest in CS-Global, providing Uber the right and obligation to acquire the remaining interest from non-controlling interest holders, exercisable in 5 years if there is no IPO or liquidation event, at a future negotiated price.

Concurrent with the CS-Global Transaction, Uber, Cornershop and CS-Global entered into a put/call agreement providing CS-Global with the right through the call option (and obligation through the put option held by Cornershop) to purchase all of the interests

in CS-Mexico, contingent on the receipt of regulatory approval in Mexico ("CS-Mexico Put/Call"). Upon either the exercise of the call option (by CS-Global) or the put option (by Cornershop), CS-Global would acquire 100% of the outstanding equity interests in CS-Mexico. Uber would make a direct capital contribution to CS-Global and a payment to the tendering shareholder, totaling $94 million, in exchange for 55% outstanding equity interest in CS-Mexico. The CS-Mexico Put/Call was accounted for separately from the acquisition, and was included in other current asset on the condensed consolidated balance sheet as of September 30, 2020.

The acquisition date fair value of the consideration transferred for CS-Global was $361 million, which consisted of the following (in millions):

	Fair Value
Initial Cornershop Investment	$ 50
Notes receivable	10
Cash paid	252
Tender offer paid in Uber common stock	67
Total consideration transferred	379
Less: CS-Mexico Put/Call	(18)
Total consideration	$ 361

The following table summarizes the preliminary fair value of assets acquired and liabilities assumed as of the date of acquisition (in millions):

	Fair Value
Current assets	$ 204
Goodwill	370
Intangible assets	122
Other long-term assets	11
Total assets acquired	707
Current liabilities	(34)
Deferred tax liability	(19)
Other long-term liabilities	(3)
Total liabilities assumed	(56)
Less: Redeemable non-controlling interests	(290)
Net assets acquired	$ 361

The excess of purchase consideration over the fair value of net tangible and identifiable intangible assets acquired was recorded as goodwill which is not deductible for tax purposes. Goodwill is primarily attributed to the anticipated operational synergies. Goodwill was recorded in our Delivery segment. The fair values assigned to tangible and identifiable intangible assets acquired and liabilities assumed are preliminary and based on management's estimates and assumptions at the time of acquisition.

The fair value of the redeemable non-controlling interest of $290 million was estimated based on the non-controlling interest's respective share of the CS-Global enterprise value. The purchase price allocation as of the date of the acquisition was based on a preliminary valuation and is subject to updating as more detailed analyses are completed and additional information about the fair value of assets acquired and liabilities assumed becomes available.

The following table sets forth the components of identifiable intangible assets acquired and their estimated useful lives as of the date of acquisition (in millions, except years):

	Fair Value	Weighted Average Remaining Useful Life - Years
Vendor relationship	$ 20	15
Shopper relationship	1	1
Customer relationship	14	5
Developed technology	58	4
Trade names	29	5
Total	$ 122	

Vendor, shopper and customer relationships represent the fair value of the underlying relationships with Cornershop vendors (such as grocery stores and supermarkets), shoppers and end-users. Developed technology represents the fair value of the technologies and systems behind CS-Global's grocery delivery application. Trade names relate to the "Cornershop" trade name, trademarks, and domain names. The overall weighted average useful life of the identified amortizable intangible assets acquired is six years.

The estimated fair value of the intangible assets acquired was determined by our management, using a multi-period excess earnings method to estimate the fair value of the vendor relationship. The significant unobservable input used in the fair value measurement of vendor relationship is the vendor attrition rate as well as the estimated future revenue generated by the existing vendors. We used the replacement cost method to estimate the fair value of shopper and customer relationships. The assumptions used are shopper hiring and onboarding costs, and customer development costs, respectively. We used the relief from royalty method to estimate the fair values of developed technology and trade names. The significant input used in the fair value measurement of developed technology and trade names is the royalty rate that a market participant would charge for the use of such assets.

Tangible net assets were valued at their respective carrying amounts as of the acquisition date, as we believe that these amounts approximate their current fair values. We believe the amounts of purchased intangible assets recorded above represent the fair values of, and approximate the amounts a market participant would pay for, these intangible assets as of July 6, 2020.

Results of acquired operations were included in our condensed consolidated financial statements from the date of acquisition, July 6, 2020. For the period from July 6, 2020 through September 30, 2020, the acquired operations contributed an immaterial amount of revenue and pre-tax loss. Pro forma results of operations for Cornershop have not been presented as the effect of this acquisition was not material to our financial statements.

Routematch

On July 14, 2020 (the "Routematch Acquisition Date"), we acquired 100% of the equity of Routematch, a software company offering specialized software and solutions to transit agencies, serving customers in the United States and Australia. The acquisition is expected to accelerate our development in the transit space. The acquisition of Routematch was accounted for as a business combination. Total consideration transferred included $85 million in cash and $29 million in Uber shares (939,683 shares of our common stock) based on the closing market price of $30.93 per share on the Routematch Acquisition Date. The purchase price of $114 million was allocated to goodwill of $89 million and to certain identifiable intangible assets (comprised of customer relationships, developed technology and trademark) of $27 million.

Goodwill represents the excess of purchase consideration over the fair value of net tangible and identifiable intangible assets acquired, which is not deductible for tax purposes. Goodwill is primarily attributed to the anticipated operational synergies and was recorded in our Mobility segment.

Amortization of the identified amortizable intangible assets is calculated using the straight-line method. The overall weighted average useful life of the identified amortizable intangible assets acquired is eight years.

The purchase price allocation as of the Routematch Acquisition Date was based on a preliminary valuation and is subject to updating as more detailed analyses are completed and additional information about the fair value of assets acquired and liabilities assumed becomes available.

Results of acquired operations were included in our condensed consolidated financial statements from the date of acquisition, July 14, 2020. For the period from July 14, 2020 through September 30, 2020, the acquired operations contributed an immaterial amount of revenue and pre-tax loss. Pro forma results of operations for Routematch have not been presented as the effect of this acquisition was not material to our financial statements.

Pending Acquisition of Postmates

On July 5, 2020, we entered into a definitive agreement to acquire Postmates Inc. ("Postmates"), an on-demand delivery platform in the United States. The aggregate consideration to be paid is approximately 84 million shares of our common stock, subject to certain adjustments, in exchange for 100% ownership interest in Postmates. The transaction is subject to the approval of Postmates stockholders, regulatory approval and other customary closing conditions, and is expected to close in the first quarter of 2021. We also agreed to provide interim financing to Postmates of up to $100 million in the first year from the signing of the definitive agreement and up to an additional $100 million after the first year. At September 30, 2020, the interim financing had not been funded to Postmates. We may be required to pay Postmates a termination fee of up to $146 million if the purchase agreement is terminated under certain circumstances.

On October 9, 2020, Postmates drew on the $100 million interim financing commitment pursuant to the definitive agreement. Interest of 2.5% per annum is accrued from the date of borrowing to the earlier of the (i) closing date and (ii) termination date. The outstanding principal amount, together with the accrued interest, becomes due and payable in full in cash on the closing date or the termination date. The outstanding principal amount and accrued interest may be deducted from the purchase price at closing or from the termination fee, depending on the outcome of the pending acquisition.

Note 17 – Divestitures

Divestiture of LCR to Waydrive

In January 2019, an agreement was executed with Waydrive Holdings Pte. Ltd. ("Waydrive") to purchase the Lion City Rentals Pte. Ltd. ("LCR") business, specifically 100% of the equity interests of LCR and its subsidiary LCRF Pte. Ltd. ("LCRF"). Fair value of consideration received included $310 million of cash for the assets and liabilities of LCR and LCRF and up to $33 million of contingent consideration receivable for certain VAT receivables and receivables from certain commercial counterparties. As of September 30, 2020, we collected substantially all of the contingent consideration receivable. The resulting gain on disposal was not material to us. The transaction closed on January 25, 2019. The LCR business was included within our Mobility segment.

Divestiture of Uber Eats India to Zomato

On January 21, 2020, we entered into a definitive agreement and completed the divestiture of Uber Eats India to Zomato in exchange for (i) CCPS Preferred Shares of Zomato convertible into ordinary shares representing, when converted, 9.99% of the total voting capital of Zomato and (ii) a non-interest bearing note receivable to be repaid over the course of four years for reimbursement by Zomato of goods and services tax. The estimated fair value of the consideration received included the investment valued at $171 million and the $35 million of reimbursement of goods and services tax receivable from Zomato. The fair value of the CCPS Preferred Shares was based primarily on the observed transaction price for a similar security issued to new investors in close proximity to the time of our transaction with Zomato. The transaction resulted in a gain on disposal of $154 million recognized in other income (expense), net in the condensed consolidated statement of operations during the first quarter of 2020. The income tax effect of the sale was not material. The divestiture of Uber Eats India did not represent a strategic shift that would have had a major effect on our operations and financial results, and therefore does not qualify for reporting as a discontinued operation for financial statement purposes.

Divestiture of JUMP and Investment in Lime

On May 7, 2020, we entered into a series of transactions and agreements with Lime to divest our JUMP business (the "JUMP Divestiture"). Neutron Holdings, Inc. ("Lime") is incorporated in Delaware for the purpose of owning and operating a fleet of dockless e-bikes and e-scooters for short-term access use by consumers for personal transportation. We previously held Lime Series C preferred stock and fully vested warrants to purchase Lime Series C-1 preferred stock.

Uber contributed hardware, equipment, intellectual property rights, technology, licensed technology, and permits of our JUMP business (collectively, "JUMP Assets") in certain markets to Lime. JUMP Assets and previously held investments and warrants in Lime were exchanged for common stock (the "Lime Common Stock"), newly issued Lime Series 1-C preferred stock ("Lime 1-C Preferred Stock") and fully vested warrants to purchase Lime Series 1-C Preferred Stock ("Lime 1-C Preferred Stock Warrants"). Lime Common Stock represents approximately 11% of fully-diluted (24% undiluted) ownership interest in Lime and Lime 1-C Preferred Stock and Lime 1-C Preferred Stock Warrants represent approximately 3% of fully-diluted (2% undiluted) ownership interest in Lime as of September 30, 2020.

Concurrently, we contributed $85 million of cash to Lime in exchange for a secured note convertible into Lime Series 3 Preferred Stock (the "Lime Convertible Note"), which may be converted at any time at our election representing 20% initial ownership in Lime as converted on a fully-diluted basis. In addition, we entered into a call option agreement which gives us for a two-year period beginning May 7, 2022 the right to acquire all of the outstanding equity interests of Lime held by its shareholders at fair value on the

date of exercise, subject to regulatory approval. We have one seat on Lime's five-person board of directors. We also amended our preexisting commercial agreement with Lime.

Our ownership in Lime is comprised of Lime Common Stock, Lime 1-C Preferred Stock, Lime 1-C Preferred Stock Warrants, and the Lime Convertible Note (collectively, the "2020 Lime Investments") and represents approximately 32% on an as converted and fully-diluted basis as of September 30, 2020. The 2020 Lime Investments are accounted for under the fair value option. Refer to Note 3 – Investments and Fair Value Measurement for additional information. Lime was assessed under the VIE model and considered an unconsolidated VIE. Refer to Note 14 – Variable Interest Entities ("VIEs") for additional information.

The JUMP Divestiture did not represent a strategic shift that would cause a major effect on our operations and financial results, and therefore does not qualify for reporting as a discontinued operation for financial reporting purposes. The resulting loss on disposal was not material to us and was recorded in other income (expense), net, in the condensed consolidated statement of operations during the second quarter of 2020.

Note 18 – Restructuring and Related Charges

During the second quarter of 2020, we initiated and completed certain restructuring activities in order to reduce our overall cost structure in response to the economic challenges and uncertainty resulting from the COVID-19 pandemic and its impact on our business. We exited the JUMP business and incurred costs related to site closures and asset impairments and write-offs. Restructuring activities during the three and nine months ended September 30, 2019 and three months ended September 30, 2020 were not material.

The following table presents the total restructuring and related charges associated with our segments as well as corporate charges for the nine months ended September 30, 2020 (in millions):

Mobility	$ 73
Delivery	33
Freight	7
ATG and Other Technology Programs	59
All Other [1]	120
Total restructuring and related charges by segment	292
Corporate G&A and Platform R&D	84
Total restructuring and related charges	$ 376

[1] Includes restructuring and related charges associated with the exit of the JUMP business, including severance and other termination benefits of $31 million, site closure costs of $24 million and other costs of $65 million.

The following table presents the total restructuring and related charges, by function, for the nine months ended September 30, 2020 (in millions):

Operations and support	$ 182
Sales and marketing	22
Research and development	86
General and administrative	86
Total	$ 376

The following table provides the components of and changes in our restructuring and related charges accrual during the nine months ended September 30, 2020 (in millions):

	Severance and Other Termination Benefits	Site Closure Costs	Other	Total
Balance as of December 31, 2019	$ —	$ —	$ —	$ —
Charges [1], [2]	207	104	65	376
Cash payments	(194)	(2)	(45)	(241)
Non-cash adjustments	—	(101)	(19)	(120)
Balance as of September 30, 2020	$ 13	$ 1	$ 1	$ 15

[1] Site closure costs primarily includes $50 million related to the impairment of operating lease right-of-use assets and $38 million for write-offs of leasehold improvements.

[2] Total restructuring and related charges include $256 million of cash settled charges, primarily for severance and other termination benefits, and are expected to be completely paid by the end of 2020.

The remaining costs related to these restructuring activities are expected to be immaterial.

Note 19 – Subsequent Events

Sale of European Freight Business

On October 5, 2020, we completed the divestiture of the European Freight Business to sennder GmbH ("Sennder") in exchange for Series C preferred shares that represent 8% of Sennder's total capital on a fully diluted basis. As of September 30, 2020, the carrying values of the assets and liabilities of the European Freight Business were not material.

Greenbriar Equity Group, L.P. Investment in Freight

On October 1, 2020, we entered into a preferred stock purchase agreement with affiliates of Greenbriar Equity Group, L.P. ("Greenbriar"). Pursuant to the preferred stock purchase agreement, Greenbriar agreed to invest an aggregate of $500 million in Uber Freight Holding Corporation ("Freight Holding"), the holding company for our Uber Freight business, in exchange for Series A convertible preferred stock of Freight Holding collectively representing approximately a 15% ownership interest in Freight Holding on a fully diluted basis. The aggregate $500 million investment will occur over numerous closings, subject to customary closing conditions.

On October 6, 2020, the initial closing occurred pursuant to the preferred stock purchase agreement and Greenbriar invested $250 million in Freight Holding in exchange for Series A convertible preferred stock of Freight Holding collectively representing approximately an 8% ownership interest in Freight Holding on a fully diluted basis. Pursuant to the preferred stock purchase agreement, Greenbriar will invest an additional $250 million over the next 24 months based upon funding requirements of the Uber Freight operations. We will maintain majority ownership of the issued and outstanding capital stock of Freight Holding following such additional investment.

Joint Venture Agreement with SK Telecom

In October 2020, we entered into a joint venture agreement with SK Telecom Co., LTD. ("SK Telecom"). Pursuant to this agreement, we and SK Telecom's mobility business ("Mobility Company"), which will be spun out of SK Telecom prior to the closing of the joint venture, will form a joint venture (the "Business") in South Korea, focused on the business of e-hailing of passenger transportation (including taxis and limousines). Uber has agreed to invest an aggregate of approximately $100 million in the Business. At transaction close, we will own a majority stake in the Business. Subject to certain conditions, we and the Mobility Company will have certain fair value put and call rights with respect to the minority interest in the Business held by Mobility Company. The transaction is subject to regulatory approval and other customary closing conditions, including the approval by SK Telecom's stockholders of the spin-off of Mobility Company, and is expected to close in the first half of 2021.

Redemption of 2023 Senior Notes

On October 21, 2020, the net proceeds from the 2028 Senior Notes, along with cash on hand, were used to redeem all of our outstanding 2023 Senior Notes. The redemption of the 2023 Senior Notes was for substantially identical 2028 Senior Notes. Following the redemption, there were no 2023 Senior Notes outstanding.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our condensed consolidated financial statements and the related notes and other financial information included elsewhere in this Quarterly Report on Form 10-Q and our audited consolidated financial statements included in our 2019 Annual Report on Form 10-K. In addition to historical consolidated financial information, the following discussion contains forward-looking statements that reflect our plans, estimates, and beliefs. Our actual results could differ materially from those discussed in the forward-looking statements. You should review the sections titled "Special Note Regarding Forward-Looking Statements" for a discussion of forward-looking statements and Part II, Item 1A, "Risk Factors" for a discussion of factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis and elsewhere in this Quarterly Report on Form 10-Q.

Overview

We are a technology platform that uses a massive network, leading technology, operational excellence and product expertise to power movement from point A to point B. We develop and operate proprietary technology applications supporting a variety of offerings on our platform. We connect consumers with providers of ride services, merchants and food delivery services, public transportation networks, e-bikes, e-scooters and other personal mobility options. We use this same network, technology, operational excellence and product expertise to connect shippers with carriers in the freight industry. We are also developing technologies that provide autonomous driving vehicle solutions to consumers, networks of vertical take-off and landing vehicles and new solutions to solve everyday problems.

COVID-19

In March 2020, the World Health Organization declared the outbreak of the coronavirus disease ("COVID-19") a pandemic. The COVID-19 pandemic has rapidly changed market and economic conditions globally, impacting Drivers, Delivery People, Merchants, consumers and business partners, as well as our business, results of operations, financial position and cash flows. Various governmental restrictions, including the declaration of a federal National Emergency, multiple cities' and states' declarations of states of emergency, school and business closings, quarantines, "shelter at home" orders, restrictions on travel, limitations on social or public gatherings, and other social distancing measures have, and may continue to have, an adverse impact on our business and operations, including, for example, by reducing the global demand for Mobility rides. The significant adverse changes in the economic and market conditions resulting from COVID-19 triggered the recognition of pre-tax impairment charges of $2.1 billion in the first quarter of 2020, principally relating to our investments in Didi and Grab. For additional information on impairment charges, refer to Note 3 – Investments and Fair Value Measurement and Note 6 – Goodwill, Intangible Assets and Long-Lived Assets in the notes to the condensed consolidated financial statements included in Part I, Item 1, of this Quarterly Report on Form 10-Q.

COVID-19 Response Initiatives

We continue to prioritize the health and safety of our consumers, Drivers and Merchants and the communities we serve. As one of the world's largest platforms for work, we continue to believe that we will play an important role in the economic recovery of cities around the globe. We are focused on navigating the challenges presented by COVID-19 through preserving our liquidity and managing our cash flow by taking preemptive action to enhance our ability to meet our short-term liquidity needs. The pandemic has reduced the demand for our Mobility offering globally. We have responded to the COVID-19 pandemic by launching new, or expanding existing, services or features on an expedited basis, particularly those related to delivery of food and other goods.

To comply with social distancing guidelines of national, state and local governments, we have temporarily suspended UberPOOL, our shared Mobility offering, globally and implemented "leave at door" delivery options for Delivery offerings. Additionally, we have asked that all employees who are able to do so work remotely.

In addition, to support those whose earning opportunities have been depressed as a result of the COVID-19 pandemic, as well as communities hit hard during this unprecedented period, we announced and implemented several initiatives during the first quarter of 2020, including a financial assistance program, for Drivers who are impacted by the pandemic, as well as personal protective equipment disbursement.

While we continue to assess the impact from the COVID-19 outbreak, we are unable to accurately predict the full impact of COVID-19 on our business, results of operations, financial position and cash flows due to numerous uncertainties, including the severity of the disease, the duration of the outbreak, additional actions that may be taken by governmental authorities, the further impact on the business of Drivers, Merchants, consumers, and business partners, and other factors identified in Part II, Item 1A "Risk Factors" in this Quarterly Report on Form 10-Q.

Driver Classification Developments

The classification of Drivers is currently being challenged in courts, by legislators and by government agencies in the United States and abroad. We are involved in numerous legal proceedings globally, including putative class and collective class action lawsuits, demands for arbitration, charges and claims before administrative agencies, and investigations or audits by labor, social

security, and tax authorities that claim that Drivers should be treated as our employees (or as workers or quasi-employees where those statuses exist), rather than as independent contractors. Of particular note are proceedings in California, where on May 5, 2020, the California Attorney General, in conjunction with the city attorneys for San Francisco, Los Angeles and San Diego, filed a complaint in San Francisco Superior Court (the "Court") against Uber and Lyft. The complaint alleges drivers are misclassified, and seeks an injunction and monetary damages related to the alleged competitive advantage caused by the alleged misclassification of drivers.

On August 10, 2020, the Court issued a preliminary injunction order prohibiting us from classifying Drivers as independent contractors and from violating various wage and hour laws. Following a stay of the injunction and our unsuccessful appeal of the injunction to a Court of Appeal, we were ordered to comply with the preliminary injunction. In November 2020, California voters voted on Proposition 22, a state ballot initiative that provides a framework for drivers that use platforms like ours for independent work. Based on the unofficial results published by the California Secretary of State at the time of this filing, Proposition 22 was approved by California voters, which means that the preliminary injunction will not go into effect and Drivers will be able to maintain their status as independent contractors under California law and we and our competitors will be required to comply with the provisions of Proposition 22.

To comply with Proposition 22, which we expect to go into effect in the fourth quarter of 2020, we expect to incur additional expenses, including expenses associated with a guaranteed minimum earnings floor for Drivers, insurance for injury protection and subsidies for health care. We do not expect these changes will have a material impact on our business, results of operations, financial position, or cash flows.

If, as a result of legislation or judicial decisions, we are required to classify Drivers as employees, we would incur significant additional expenses for compensating Drivers, including expenses associated with the application of wage and hour laws (including minimum wage, overtime, and meal and rest period requirements), employee benefits, social security contributions, taxes (direct and indirect), and potential penalties. Additionally, we may not have adequate Driver supply as Drivers may opt out of our platform given the loss of flexibility under an employment model, and we may not be able to hire a majority of the Drivers currently using our platform. Any of these events could negatively impact our business, result of operations, financial position, and cash flows.

In addition, if we are required to classify Drivers as employees, this may impact our current financial statement presentation including revenue, cost of revenue, incentives and promotions as further described in our significant and critical accounting policies in the section titled "Critical Accounting Policies and Estimates" included in Part I, Item 2 of this Quarterly Report on Form 10-Q and Note 1 in the section titled "Notes to the Consolidated Financial Statements" included in Part I, Item 1 of this Quarterly Report on Form 10-Q as well as our Annual Report on Form 10-K for the year ended December 31, 2019.

Financial and Operational Highlights

	Three Months Ended September 30,			
(In millions, except percentages)	2019	2020	% Change	% Change (Constant Currency [1])
Monthly Active Platform Consumers ("MAPCs") [2]	103	78	(24) %	
Trips [2]	1,770	1,150	(35) %	
Gross Bookings [2]	$ 16,465	$ 14,745	(10) %	(8) %
Revenue	$ 3,813	$ 3,129	(18) %	(17) %
Adjusted Net Revenue [1], [2]	$ 3,533	$ 2,813	(20) %	(19) %
Net loss attributable to Uber Technologies, Inc. [3]	$ (1,162)	$ (1,089)	6 %	
Mobility Adjusted EBITDA	$ 631	$ 245	(61) %	
Delivery Adjusted EBITDA	$ (316)	$ (183)	42 %	
Adjusted EBITDA [1], [2]	$ (585)	$ (625)	(7) %	

[1] See the section titled "Reconciliations of Non-GAAP Financial Measures" for more information and reconciliations to the most directly comparable GAAP financial measure.

[2] See the section titled "Certain Key Metrics and Non-GAAP Financial Measures" for more information.

[3] Net loss attributable to Uber Technologies, Inc. includes stock-based compensation expense of $401 million and $183 million in the third quarter of 2019 and 2020.

Highlights for the Third Quarter 2020

In the third quarter of 2020, we continued to show signs of the business recovering from the impacts of COVID-19. Our MAPCs were 78 million, adding 23 million, or growing 42%, quarter-over-quarter.

Overall Gross Bookings declined to $14.7 billion in the third quarter of 2020, or 8%, on a constant currency basis, compared to the same period in 2019. Mobility Gross Bookings declined 50% year-over-year, on a constant currency basis, but improved 94% from the previous quarter.

Delivery Gross Bookings grew 135% year-over-year, from the second quarter growth of 113%, on a constant currency basis, and outpaced Delivery Trip growth, as we saw a 36% increase in basket sizes globally from continued stay-at-home order demand related to COVID-19.

Revenue and Adjusted Net Revenue was $3.1 billion and $2.8 billion, respectively, with a Take Rate of 19.1% in the third quarter of 2020, improving 0.3%, compared to the second quarter of 2020.

Net loss attributable to Uber Technologies, Inc. was $1.1 billion, which included $183 million of stock-based compensation expense.

Adjusted EBITDA loss was $(625) million, with Mobility Adjusted EBITDA profit of $245 million, despite Mobility Gross Bookings decline of 50%, on a constant currency basis. Additionally, Delivery Adjusted EBITDA margin as a percentage of Delivery Revenue improved to (12.6%) from (49.0%), compared the same period in 2019, and Delivery Adjusted EBITDA margin as a percentage of Delivery Adjusted Net Revenue improved to (16.1%) from (80.6%), compared to the same period in 2019.

We ended the quarter with $7.3 billion in unrestricted cash, cash equivalents, and short-term investments.

Significant Developments for the Third Quarter 2020

Cornershop

On July 6, 2020, we closed on a purchase agreement to acquire Cornershop Global LLC ("CS-Global"), resulting in an Uber direct capital contribution of $200 million to CS-Global and a payment of $179 million to tendering shareholders, paid in a combination of cash and Uber common stock. In exchange for the consideration transferred, we received 55% of the outstanding membership interests. The agreement was accounted for as a business combination, resulting in the recognition of $370 million in goodwill in our Delivery segment and $122 million in intangible assets. For additional information, see Note 16 – Business Combinations in the notes to the condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

Routematch

On July 14, 2020, we acquired 100% of the equity of Routematch Holdings, Inc. ("Routematch"). The acquisition was accounted for as a business combination, resulting in the recognition of $89 million in goodwill in our Mobility segment. For additional information, see Note 16 – Business Combinations in the notes to the condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

Debt Offering

In September 2020, we issued eight-year notes with an aggregate principal amount of $500 million due on January 15, 2028 (the "2028 Senior Notes") in a private placement to qualified institutional buyers pursuant to Rule 144A under the Securities Act. For additional information, see Note 7 – Long-Term Debt and Revolving Credit Arrangements in the notes to the condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

Recent Developments

Sale of European Freight Business

On October 5, 2020, we completed the divestiture of the European Freight Business to sennder GmbH ("Sennder") in exchange for Series C preferred shares that represent 8% of Sennder's total capital on a fully diluted basis. As of September 30, 2020, the carrying values of the assets and liabilities of the European Freight Business were not material.

Greenbriar Equity Group, L.P. Investment in Freight

On October 1, 2020, we entered into a preferred stock purchase agreement with affiliates of Greenbriar Equity Group, L.P. ("Greenbriar"). Pursuant to the preferred stock purchase agreement, Greenbriar agreed to invest an aggregate of $500 million in Uber Freight Holding Corporation ("Freight Holding"), the holding company for our Uber Freight business, in exchange for Series A convertible preferred stock of Freight Holding collectively representing approximately a 15% ownership interest in Freight Holding on a fully diluted basis. The aggregate $500 million investment will occur over numerous closings, subject to customary closing conditions. For additional information, see Note 19 – Subsequent Events in the notes to the condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

Joint Venture Agreement with SK Telecom

In October 2020, we entered into a joint venture agreement with SK Telecom Co., LTD. ("SK Telecom"). Pursuant to this agreement, we and SK Telecom's mobility business ("Mobility Company"), which will be spun out of SK Telecom prior to the closing of the joint venture, will form a joint venture (the "Business") in South Korea, focused on the business of e-hailing of passenger transportation (including taxis and limousines). For additional information, see Note 19 – Subsequent Events in the notes to the condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

Redemption of 2023 Senior Notes

On October 21, 2020, the net proceeds from the 2028 Senior Notes, along with cash on hand, were used to redeem all of our outstanding 2023 Senior Notes. The redemption of the 2023 Senior Notes was for substantially identical 2028 Senior Notes. Following the redemption, there were no 2023 Senior Notes outstanding.

Legal and Regulatory Developments

California State Assembly Bill 5 ("AB5") and Proposition 22

AB5 is a recently enacted statute that codifies a test to determine whether a worker is an employee under California law. The test is referred to as the "ABC" test, and was originally handed down by the California Supreme Court in Dynamex Operations v. Superior Court in 2018. Under the ABC test, workers performing services for a hiring entity are considered employees unless the hiring entity can demonstrate three things: the worker (A) is free from the hiring entity's control, (B) performs work that is outside the usual course of the hiring entity's business, and (C) customarily engages in the independent trade, work or type of business performed for the hiring entity. AB5 went into effect in January 2020.

As disclosed previously, the California Attorney General, in conjunction with the city attorneys for San Francisco, Los Angeles and San Diego, filed a complaint under AB5 that alleges that drivers are misclassified, and seeks an injunction and monetary damages related to the alleged competitive advantage caused by the alleged misclassification of drivers. Following a hearing on the matter, the Court issued a preliminary injunction enjoining Uber and Lyft from classifying drivers as independent contractors during the pendency of the lawsuit. We unsuccessfully appealed this injunction to the California Court of Appeal, which affirmed the lower court's ruling and held that we must comply with the preliminary injunction order.

In November 2020, California voters voted on Proposition 22, a California state ballot initiative that provides a framework for drivers that use platforms like ours for independent work. Proposition 22:

- establishes that app-based drivers are independent contractors and not employees
- establishes a guaranteed minimum earnings floor for drivers;
- provides for occupational/accident insurance for injury protection;
- provides a subsidy for healthcare expenditures of app-based drivers; and
- establishes due process provisions and protection against discrimination and harassment for app-based drivers

Based on the unofficial results published by the California Secretary of State as of the date of this filing, Proposition 22 has been approved by California voters, which means that the California Attorney General's preliminary injunction will not go into effect and Drivers will be able to maintain their status as independent contractors under California law and we and our competitors will be required to comply with the provisions of Proposition 22.

For a discussion of risk factors related to how miscalssification challenges may impact our business, result of operations, financial position, operating condition and cash flows, see the risk factor titled "-Our business would be adversely affected if Drivers were classified as employees" in the section titled "Risk Factors" included in Part II, Item 1A of this Quarterly Report on Form 10-Q.

Components of Results of Operations

Revenue

We generate substantially all of our revenue from fees paid by Drivers and Merchants for use of our platform. We have concluded that we are an agent in these arrangements as we arrange for other parties to provide the service to the end-user. Under this model, revenue is net of Driver and Merchant earnings and Driver incentives. We act as an agent in these transactions by connecting consumers to Drivers and Merchants to facilitate a Trip, meal or grocery delivery service.

During the first quarter of 2020, we began charging end-users a fee for Mobility and Delivery services in certain markets. In these transactions, we enter into a Master Services Agreement ("MSA") with the end-user to use the platform for Mobility and Delivery Services, in exchange for a fee. The combination of the MSA and the individual transaction request establishes enforceable rights and obligations for each transaction and end-users are identified as our customers in these transactions. While our contracts and our previously disclosed accounting policy for Mobility Drivers and restaurants remains unchanged, we now subcontract with Delivery People to provide delivery services to end-users. Revenue from restaurants, Mobility Drivers, and end-users is recognized separately, while costs associated with payments to Delivery People are recorded as cost of revenue.

For additional discussion related to our revenue, see the section titled “Management’s Discussion and Analysis of Financial Condition and Results of Operations - Critical Accounting Policies and Estimates - Revenue Recognition,” “Note 1 - Description of Business and Summary of Significant Accounting Policies - Revenue Recognition,” and “Note 2 - Revenue” to our audited consolidated financial statements included in our Annual Report Form 10-K for the year ended December 31, 2019 and Note 1 – Description of Business and Summary of Significant Accounting Policies in this Quarterly Report in Form 10-Q.

Cost of Revenue, Exclusive of Depreciation and Amortization

Cost of revenue, exclusive of depreciation and amortization, consists primarily of insurance costs, credit card processing fees, hosting and co-located data center expenses, mobile device and service expenses, amounts related to fare chargebacks and other credit card losses, excess Driver incentives, costs incurred for certain Delivery transactions where we are primarily responsible for delivery services and pay Delivery People for services provided, and costs incurred with carriers for Freight transportation. Insurance expenses include coverage for auto liability, general liability, uninsured and underinsured motorist liability, and auto physical damage related to our Mobility and Delivery offerings. Excess Driver incentives are primarily related to our Delivery offerings.

We expect that cost of revenue, exclusive of depreciation and amortization, will fluctuate on an absolute dollar basis for the foreseeable future in line with Trip volume changes on the platform. As Trips increase or decrease, we expect related changes for insurance costs, credit card processing fees, hosting and co-located data center expenses, maps license fees, and other cost of revenue, exclusive of depreciation and amortization.

Operations and Support

Operations and support expenses consist primarily of compensation expenses, including stock-based compensation to employees who support operations in cities, Driver operations employees, community management employees, and platform user support representatives, as well as costs for allocated overhead and those associated with Driver background checks.

As our business recovers from the impacts of COVID-19 and Trip volume increases, we would expect operations and support expenses to increase on an absolute dollar basis for the foreseeable future, but decrease as a percentage of revenue as we become more efficient in supporting platform users.

Sales and Marketing

Sales and marketing expenses consist primarily of compensation expenses, including stock-based compensation to sales and marketing employees, advertising expenses, expenses related to consumer acquisition and retention, including consumer discounts, rider facing loyalty programs, promotions, refunds, and credits, Driver referrals, and allocated overhead. We expense advertising and other promotional expenditures as incurred.

As our business recovers from the impacts of COVID-19, we would anticipate sales and marketing expenses to increase on an absolute dollar basis for the foreseeable future but vary from period to period as a percentage of revenue due to timing of marketing campaigns.

Research and Development

Research and development expenses consist primarily of compensation expenses for engineering, product development, and design employees, including stock-based compensation, expenses associated with ongoing improvements to, and maintenance of, our platform offerings, and ATG and Other Technology Programs development expenses, as well as allocated overhead. We expense substantially all research and development expenses as incurred.

We expect research and development expenses to increase and vary from period to period as a percentage of revenue as we continue to invest in research and development activities relating to ongoing improvements to and maintenance of our platform offerings, as well as ATG and Other Technology Programs, and other research and development programs.

General and Administrative

General and administrative expenses consist primarily of compensation expenses, including stock-based compensation, for executive management and administrative employees, including finance and accounting, human resources, and legal, as well as facilities and general corporate, and director and officer insurance expenses. General and administrative expenses also include legal, tax, and regulatory reserve changes and settlements.

As our business recovers from the impacts of COVID-19 and Trip volume increases, we expect that general and administrative expenses will increase on an absolute dollar basis for the foreseeable future, but decrease as a percentage of revenue as we find efficiencies in our internal support functions.

Depreciation and Amortization

Depreciation and amortization consists of all depreciation and amortization expenses associated with our property and equipment and acquired intangible assets. Depreciation includes expenses associated with buildings, site improvements, computer and network

equipment, leased vehicles, furniture, fixtures, and dockless e-bikes, as well as leasehold improvements. Amortization includes expenses associated with our capitalized internal-use software and acquired intangible assets.

As our business recovers from the impacts of COVID-19, we would anticipate depreciation and amortization expenses to increase as we continue to build out our network infrastructure and building locations.

Interest Expense

Interest expense consists primarily of interest expense associated with our outstanding debt, including accretion of debt discount.

Other Income (Expense), Net

Other income (expense), net primarily includes the following items:

- Interest income, which consists primarily of interest earned on our cash and cash equivalents and restricted cash and cash equivalents.
- Foreign currency exchange gains (losses), net, which consist primarily of remeasurement of transactions and monetary assets and liabilities denominated in currencies other than the functional currency at the end of the period.
- Gain (loss) on business divestitures, net.
- Unrealized gain (loss) on debt and equity securities, net, which consists primarily of gains (losses) from fair value adjustments relating to our non-marketable securities.
- Allowance reversal (impairment) of debt and equity securities.
- Change in fair value of embedded derivatives, which consists primarily of gains and losses on embedded derivatives related to our Convertible Notes until their extinguishment in connection with our IPO.
- Gain on extinguishment of convertible notes and settlement of derivatives.
- Other, net, which consists primarily of changes in the fair value of warrants and income from forfeitures of warrants.

Provision for (Benefit from) Income Taxes

We are subject to income taxes in the United States and foreign jurisdictions in which we do business. These foreign jurisdictions have different statutory tax rates than those in the United States. Additionally, certain of our foreign earnings may also be taxable in the United States. Accordingly, our effective tax rate will vary depending on the relative proportion of foreign to domestic income, use of foreign tax credits, changes in the valuation of our deferred tax assets, and liabilities and changes in tax laws.

Equity Method Investments

Equity method investments primarily includes the results of our share of income or loss from our Yandex.Taxi joint venture.

Results of Operations

The following table summarizes our condensed consolidated statements of operations for each of the periods presented (in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2019	2020	2019	2020
Revenue	$ 3,813	$ 3,129	$ 10,078	$ 8,913
Costs and expenses:				
Cost of revenue, exclusive of depreciation and amortization shown separately below	1,860	1,614	5,281	4,652
Operations and support	498	365	1,796	1,450
Sales and marketing	1,113	924	3,375	2,545
Research and development	755	493	4,228	1,722
General and administrative	591	711	2,652	2,135
Depreciation and amortization	102	138	371	395
Total costs and expenses	4,919	4,245	17,703	12,899
Loss from operations	(1,106)	(1,116)	(7,625)	(3,986)
Interest expense	(90)	(112)	(458)	(340)
Other income (expense), net	49	151	707	(1,688)
Loss before income taxes and loss from equity method investments	(1,147)	(1,077)	(7,376)	(6,014)
Provision for (benefit from) income taxes	3	23	20	(215)
Loss from equity method investments	(9)	(8)	(25)	(27)
Net loss including non-controlling interests	(1,159)	(1,108)	(7,421)	(5,826)
Less: net income (loss) attributable to non-controlling interests, net of tax	3	(19)	(11)	(27)
Net loss attributable to Uber Technologies, Inc.	$ (1,162)	$ (1,089)	$ (7,410)	$ (5,799)

The following table sets forth the components of our condensed consolidated statements of operations for each of the periods presented as a percentage of revenue [1]:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2019	2020	2019	2020
Revenue	100 %	100 %	100 %	100 %
Costs and expenses:				
Cost of revenue, exclusive of depreciation and amortization shown separately below	49 %	52 %	52 %	52 %
Operations and support	13 %	12 %	18 %	16 %
Sales and marketing	29 %	30 %	33 %	29 %
Research and development	20 %	16 %	42 %	19 %
General and administrative	15 %	23 %	26 %	24 %
Depreciation and amortization	3 %	4 %	4 %	4 %
Total costs and expenses	129 %	136 %	176 %	145 %
Loss from operations	(29)%	(36)%	(76)%	(45)%
Interest expense	(2)%	(4)%	(5)%	(4)%
Other income (expense), net	1 %	5 %	7 %	(19)%
Loss before income taxes and loss from equity method investments	(30)%	(34)%	(73)%	(67)%
Provision for (benefit from) income taxes	— %	1 %	— %	(2)%
Loss from equity method investments	— %	— %	— %	— %
Net loss including non-controlling interests	(30)%	(35)%	(74)%	(65)%
Less: net income (loss) attributable to non-controlling interests, net of tax	— %	(1)%	— %	— %
Net loss attributable to Uber Technologies, Inc.	(30)%	(35)%	(74)%	(65)%

[1] Totals of percentage of revenues may not foot due to rounding.

The following discussion and analysis is for the three and nine months ended September 30, 2020 compared to same periods in 2019.

Comparison of the Three and Nine Months Ended September 30, 2019 and 2020

Revenue

	Three Months Ended September 30,			Nine Months Ended September 30,		
(In millions, except percentages)	2019	2020	% Change	2019	2020	% Change
Mobility	$ 2,895	$ 1,365	(53) %	$ 7,689	$ 4,624	(40) %
Delivery	645	1,451	125 %	1,776	3,481	96 %
Freight	218	288	32 %	512	698	36 %
ATG and Other Technology Programs [1]	17	25	47	17	75	**
All Other [2]	38	—	**	84	35	(58)
Total revenue	$ 3,813	$ 3,129	(18) %	$ 10,078	$ 8,913	(12) %

[1] For the three months ended September 30, 2019, consists of $17 million of collaboration revenue from Toyota. For the three and nine months ended September 30, 2020, consists of $25 million and $75 million, respectively, of collaboration revenue from Toyota recognized in the three and nine months ended September 30, 2020. For additional information, see Note 15 – Non-Controlling Interests in the notes to the condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

[2] In the second quarter of 2020, Other Bets was no longer deemed an operating or reportable segment and renamed All Other beginning in the third quarter of 2020. The historical results of the former Other Bets segment are included within All Other. For additional information, see Note 12 – Segment Information and Geographic Information in the notes to the condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

** Percentage not meaningful.

Three Months Ended September 30, 2020 Compared with the Same Period in 2019

Revenue decreased $684 million, or 18%, primarily attributable to a decline in Gross Bookings of 8%, on a constant currency basis. The decrease in Gross Bookings was primarily driven by a decline in Mobility Gross Bookings of 50%, on a constant currency basis, due to adverse impacts of COVID-19. The decrease was partially offset by Delivery Gross Bookings growth of 135%, on a constant currency basis, due to an increase in food delivery orders and higher basket sizes as a result of stay-at-home order demand related to COVID-19, as well as continued expansion across our international markets.

Nine Months Ended September 30, 2020 Compared with the Same Period in 2019

Revenue decreased $1.2 billion, or 12%, primarily attributable to a decline in Gross Bookings of 11%, on a constant currency basis. The decrease in Gross Bookings was primarily driven by a decline in Mobility Gross Bookings of 43%, on a constant currency basis, due to adverse impacts of COVID-19. The decrease was partially offset by Delivery Gross Bookings growth of 103%, on a constant currency basis, due to an increase in food delivery orders and higher basket sizes as a result of stay-at-home order demand related to COVID-19, as well as continued expansion across our international markets. Additionally, we had a one-time Driver appreciation award of $298 million recorded in the second quarter of 2019, that was not incurred in the same period in 2020.

Cost of Revenue, Exclusive of Depreciation and Amortization

	Three Months Ended September 30,			Nine Months Ended September 30,		
(In millions, except percentages)	2019	2020	% Change	2019	2020	% Change
Cost of revenue, exclusive of depreciation and amortization	$ 1,860	$ 1,614	(13) %	$ 5,281	$ 4,652	(12) %
Percentage of revenue	49 %	52 %		52 %	52 %	

Three Months Ended September 30, 2020 Compared with the Same Period in 2019

Cost of revenue, exclusive of depreciation and amortization, decreased $246 million, or 13%, mainly due to a $612 million decrease in Mobility driven by COVID-19 related volume declines primarily resulting in lower insurance costs. This decrease was partially offset by a $279 million increase in Delivery, primarily related to a $157 million increase in Delivery People payments and incentives in certain markets and an overall $57 million increase in Excess Driver incentives.

Nine Months Ended September 30, 2020 Compared with the Same Period in 2019

Cost of revenue, exclusive of depreciation and amortization, decreased $629 million, or 12%, mainly due to an $1.5 billion decrease in Mobility driven by COVID-19 related volume declines primarily resulting in lower insurance costs. This decrease was partially offset by a $628 million increase in Delivery, primarily related to a $318 million increase in Delivery People payments and incentives in certain markets, combined with a $157 million increase in Freight carrier payments and an overall $114 million increase in Excess Driver incentives.

Operations and Support

	Three Months Ended September 30,			Nine Months Ended September 30,		
(In millions, except percentages)	2019	2020	% Change	2019	2020	% Change
Operations and support	$ 498	$ 365	(27) %	$ 1,796	$ 1,450	(19) %
Percentage of revenue	13 %	12 %		18 %	16 %	

Three Months Ended September 30, 2020 Compared with the Same Period in 2019

Operations and support expenses decreased $133 million, or 27%, primarily attributable to an $83 million decrease in employee headcount costs, $28 million decrease in external contractor expenses and a $10 million decrease in stock-based compensation expense.

Nine Months Ended September 30, 2020 Compared with the Same Period in 2019

Operations and support expenses decreased $346 million, or 19%, primarily attributable to a $379 million decrease in stock-based compensation mainly related to RSUs with a performance condition satisfied upon our IPO in 2019 and a $53 million decrease in external contractor expenses, partially offset by a $182 million increase in restructuring and related charges.

Sales and Marketing

(In millions, except percentages)	Three Months Ended September 30, 2019	Three Months Ended September 30, 2020	% Change	Nine Months Ended September 30, 2019	Nine Months Ended September 30, 2020	% Change
Sales and marketing	$ 1,113	$ 924	(17) %	$ 3,375	$ 2,545	(25) %
Percentage of revenue	29 %	30 %		33 %	29 %	

Three Months Ended September 30, 2020 Compared with the Same Period in 2019

Sales and marketing expenses decreased $189 million, or 17%, primarily attributable to a decrease in consumer discounts, rider facing loyalty expense, promotions, credits and refunds of $115 million to $541 million compared to $656 million in the same period in 2019. In addition, consumer advertising decreased $23 million and stock-based compensation expense decreased $5 million.

Nine Months Ended September 30, 2020 Compared with the Same Period in 2019

Sales and marketing expenses decreased $830 million, or 25%, primarily attributable to a decrease in consumer discounts, rider facing loyalty expense, promotions, credits and refunds of $297 million to $1.5 billion compared to $1.8 billion in the same period in 2019, a decrease of $260 million in consumer advertising and other marketing programs, as well as a $194 million decrease in stock-based compensation mainly related to RSUs with a performance condition satisfied upon our IPO in 2019.

Research and Development

(In millions, except percentages)	Three Months Ended September 30, 2019	Three Months Ended September 30, 2020	% Change	Nine Months Ended September 30, 2019	Nine Months Ended September 30, 2020	% Change
Research and development	$ 755	$ 493	(35) %	$ 4,228	$ 1,722	(59) %
Percentage of revenue	20 %	16 %		42 %	19 %	

Three Months Ended September 30, 2020 Compared with the Same Period in 2019

Research and development expenses decreased $262 million, or 35%, primarily attributable to a $160 million decrease in stock-based compensation expense and a $101 million decrease in employee headcount costs.

Nine Months Ended September 30, 2020 Compared with the Same Period in 2019

Research and development expenses decreased $2.5 billion, or 59%, primarily attributable to a $2.5 billion decrease in stock-based compensation expense mainly related to RSUs with a performance condition satisfied upon our IPO in 2019, partially offset by an $86 million increase in restructuring and related charges.

General and Administrative

(In millions, except percentages)	Three Months Ended September 30, 2019	Three Months Ended September 30, 2020	% Change	Nine Months Ended September 30, 2019	Nine Months Ended September 30, 2020	% Change
General and administrative	$ 591	$ 711	20 %	$ 2,652	$ 2,135	(19) %
Percentage of revenue	15 %	23 %		26 %	24 %	

Three Months Ended September 30, 2020 Compared with the Same Period in 2019

General and administrative expenses increased $120 million, or 20%, primarily attributable to $80 million of accelerated lease expense and $74 million in asset impairments, both related to exiting certain leased offices, partially offset by a $43 million decrease in stock-based compensation expense and a $31 million decrease in employee headcount costs.

Nine Months Ended September 30, 2020 Compared with the Same Period in 2019

General and administrative expenses decreased $517 million, or 19%, primarily attributable to a $708 million decrease in stock-based compensation expense and a net $296 million decrease in legal, tax, and regulatory reserve changes and settlements, partially offset by $193 million in impairment charges related to our New Mobility reporting unit recorded during the first quarter of 2020 primarily related to COVID-19 impacts on certain markets, an $86 million increase in restructuring and related charges, $80 million attributable to accelerated lease expense during the third quarter of 2020 and $74 million in asset impairments.

Depreciation and Amortization

(In millions, except percentages)	Three Months Ended September 30, 2019	Three Months Ended September 30, 2020	% Change	Nine Months Ended September 30, 2019	Nine Months Ended September 30, 2020	% Change
Depreciation and amortization	$ 102	$ 138	35 %	$ 371	$ 395	6 %
Percentage of revenue	3 %	4 %		4 %	4 %	

Three Months Ended September 30, 2020 Compared with the Same Period in 2019

Depreciation and amortization expenses increased $36 million, or 35%, primarily attributable to increase in depreciation of leased servers and additional amortization expenses related to newly acquired Careem intangible assets partially offset by a decrease in depreciation of data center assets.

Nine Months Ended September 30, 2020 Compared with the Same Period in 2019

Depreciation and amortization expenses increased $24 million, or 6%, primarily attributable to an increase in leased server depreciation and additional amortization expenses related to newly acquired Careem intangible assets, partially offset by a decrease in depreciation of data center assets.

Interest Expense

(In millions, except percentages)	Three Months Ended September 30, 2019	Three Months Ended September 30, 2020	% Change	Nine Months Ended September 30, 2019	Nine Months Ended September 30, 2020	% Change
Interest expense	$ (90)	$ (112)	24 %	$ (458)	$ (340)	(26) %
Percentage of revenue	(2)%	(4)%		(5)%	(4)%	

Three Months Ended September 30, 2020 Compared with the Same Period in 2019

Interest expense increased by $22 million, or 24%, primarily due to the additional interest expense resulting from the issuance of $1.2 billion of our 2027 Senior Notes in September 2019.

Nine Months Ended September 30, 2020 Compared with the Same Period in 2019

Interest expense decreased by $118 million, or 26%, primarily due to the conversion of our 2021 and 2022 convertible notes upon our IPO in May 2019, partially offset by the additional interest expense resulting from the issuance of $1.2 billion of our 2027 Senior Notes in September 2019.

Other Income (Expense), Net

(In millions, except percentages)	Three Months Ended September 30, 2019	Three Months Ended September 30, 2020	% Change	Nine Months Ended September 30, 2019	Nine Months Ended September 30, 2020	% Change
Interest income	$ 76	$ 7	(91)%	$ 184	$ 51	(72)%
Foreign currency exchange gains (losses), net	8	(47)	**	—	(104)	**
Gain on business divestitures, net	—	—	**	—	127	**
Unrealized gain (loss) on debt and equity securities, net	(13)	(7)	46 %	1	(123)	**
Allowance reversal (impairment) of debt and equity securities	—	160	**	—	(1,690)	**
Change in fair value of embedded derivatives	—	—	**	58	—	(100)%
Gain on extinguishment of convertible notes and settlement of derivatives	—	—	**	444	—	(100)%
Other, net	(22)	38	273 %	20	51	155 %
Other income (expense), net	$ 49	$ 151	208 %	$ 707	$ (1,688)	**
Percentage of revenue	1 %	5 %		7 %	(19)%	

** Percentage not meaningful.

Three Months Ended September 30, 2020 Compared with the Same Period in 2019

Interest income decreased by $69 million, or 91%, primarily due to lower cash balances and market interest rates.

Allowance reversal (impairment) of debt and equity securities increased by $160 million primarily due to a reversal of the previously recorded allowance for credit loss on our investment in Grab, initially recognized in the first quarter of 2020. For additional information, refer to Note 3 – Investments and Fair Value Measurement in the notes to the condensed consolidated financial statements included in Part I, Item 1, of this Quarterly Report on Form 10-Q.

Nine Months Ended September 30, 2020 Compared with the Same Period in 2019

Interest income decreased by $133 million, or 72%, primarily due to lower cash balances and market interest rates.

Foreign currency exchange gains (losses), net decreased by $104 million primarily due to unrealized impacts on foreign exchange resulting from remeasurement of our foreign currency monetary assets and liabilities denominated in currencies other than the functional currency of an entity.

Gain on business divestitures, net increased by $127 million primarily due to a $154 million gain on the sale of our Uber Eats India operations to Zomato during the first quarter of 2020, partially offset by a $27 million loss on the sale of our JUMP operations to Lime during the second quarter of 2020.

Unrealized gain (loss) on debt and equity securities, net decreased by $124 million primarily due to loss from fair value adjustments of our non-marketable securities recorded under the fair value option.

Allowance reversal (impairment) of debt and equity securities primarily due to a $1.7 billion impairment of our investment in Didi. For additional information, refer to Note 3 – Investments and Fair Value Measurement in the notes to the condensed consolidated financial statements included in Part I, Item 1, of this Quarterly Report on Form 10-Q.

Gain on extinguishment of convertible notes and settlement of derivatives decreased by $444 million, or 100%, due to the conversion of our 2021 and 2022 convertible notes and settlement of the related derivatives in connection with our IPO in May 2019.

Provision for (Benefit from) Income Taxes

	Three Months Ended September 30,			Nine Months Ended September 30,		
(In millions, except percentages)	2019	2020	% Change	2019	2020	% Change
Provision for (benefit from) income taxes	$ 3	$ 23	**	$ 20	$ (215)	**
Effective tax rate	— %	(2)%		— %	4 %	

** Percentage not meaningful.

Three Months Ended September 30, 2020 Compared with the Same Period in 2019

Income tax expense increased by $20 million, primarily driven by current tax on foreign earnings offset by a partial benefit from U.S. losses.

Nine Months Ended September 30, 2020 Compared with the Same Period in 2019

Income tax expense decreased by $235 million, primarily due to a tax impact from the impairment charges of our investment in Didi.

Loss from Equity Method Investments

	Three Months Ended September 30,			Nine Months Ended September 30,		
(In millions, except percentages)	2019	2020	% Change	2019	2020	% Change
Loss from equity method investments	$ (9)	$ (8)	11 %	$ (25)	$ (27)	(8) %
Percentage of revenue	— %	— %		— %	— %	

Three Months Ended September 30, 2020 Compared with the Same Period in 2019

Loss from equity method investments decreased by $1 million, or 11%, due to our portion of the net loss from our Yandex.Taxi joint venture.

Nine Months Ended September 30, 2020 Compared with the Same Period in 2019

Loss from equity method investments increased by $2 million, or 8%, due to our investment in our Yandex.Taxi joint venture.

Supplemental Disclosure Related to Restructuring and Related Charges

During the second quarter of 2020, we initiated and completed certain restructuring activities in order to reduce our overall cost structure in response to the economic challenges and uncertainty resulting from the COVID-19 pandemic and its impact on our business. We also exited the JUMP business and incurred costs related to site closures, asset impairments and write-offs. As a result, during the nine months ended September 30, 2020, we recognized $376 million in total restructuring and related charges in the condensed consolidated statement of operations. Total restructuring and related charges include $256 million of cash settled charges, primarily for severance and other termination benefits, and are expected to be completely paid by the end of 2020. The remaining costs related to these restructuring activities are expected to be immaterial. Restructuring activities during the three and nine months ended September 30, 2019 and three months ended September 30, 2020 were not material.

These activities were designed to generate an aggregate cost savings of at least $1.0 billion annually when compared to our original fourth quarter 2020 planned cost structure, with the largest component of savings resulting from reductions in workforce. We do not believe these cost-saving measures will impair our ability to conduct any of our key business functions. There is no guarantee that we will achieve the cost savings that we expect. Refer to Note 18 – Restructuring and Related Charges in the notes to the condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q for further information.

Segment Results of Operations

We operate our business as four operating and reportable segments: Mobility, Delivery, Freight and, ATG and Other Technology Programs. For additional information about our segments, see Note 12 – Segment Information and Geographic Information in the notes to the condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

Adjusted Net Revenue [1]

(In millions, except percentages)	Three Months Ended September 30, 2019	Three Months Ended September 30, 2020	% Change	Nine Months Ended September 30, 2019	Nine Months Ended September 30, 2020	% Change
Mobility	$ 2,868	$ 1,365	(52) %	$ 7,586	$ 4,632	(39) %
Delivery	392	1,135	190 %	968	2,547	163 %
Freight	218	288	32 %	512	698	36 %
ATG and Other Technology Programs collaboration revenue [2]	17	25	47 %	17	75	**
All Other	38	—	**	84	35	(58) %
Adjusted Net Revenue	$ 3,533	$ 2,813	(20) %	$ 9,167	$ 7,987	(13) %

[1] Adjusted Net Revenue for Mobility and Delivery are non-GAAP measures as defined by the SEC. Adjusted Net Revenue for Freight, ATG and Other Technology Programs and All Other (formerly Other Bets prior to the second quarter of 2020) are equal to GAAP revenue in all periods presented. In 2020, Adjusted Net Revenue does not include certain COVID-19 response initiatives. See the section titled “Reconciliations of Non-GAAP Financial Measures” for more information and reconciliations to the most directly comparable GAAP financial measure.

[2] Consists of $25 million and $75 million collaboration revenue from Toyota recognized in the three and nine months ended September 30, 2020, respectively. Refer to Note 15 – Non-Controlling Interests in the notes to the condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q for further information on collaboration revenue.

** Percentage not meaningful.

Segment Adjusted EBITDA

Segment Adjusted EBITDA is defined as revenue less the following expenses: cost of revenue, exclusive of depreciation and amortization, operations and support, sales and marketing, and general and administrative and research and development expenses associated with our segments. Segment adjusted EBITDA also excludes non-cash items, certain transactions that are not indicative of ongoing segment operating performance and / or items that management does not believe are reflective of our ongoing core operations. For additional information, see Note 12 – Segment Information and Geographic Information in the notes to the condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

(In millions, except percentages)	Three Months Ended September 30, 2019	Three Months Ended September 30, 2020	% Change	Nine Months Ended September 30, 2019	Nine Months Ended September 30, 2020	% Change
Mobility	$ 631	$ 245	(61) %	$ 1,329	$ 876	(34) %
Delivery	(316)	(183)	42 %	(911)	(728)	20 %
Freight	(81)	(73)	10 %	(162)	(186)	(15) %
ATG and Other Technology Programs	(124)	(104)	16 %	(369)	(303)	18 %
All Other	(72)	—	**	(184)	(86)	53 %
Corporate G&A and Platform R&D [(1), (2)]	(623)	(510)	18 %	(1,813)	(1,647)	9 %
Adjusted EBITDA [(3)]	$ (585)	$ (625)	(7) %	$ (2,110)	$ (2,074)	2 %

[(1)] Excluding stock-based compensation expense.

[(2)] Includes costs that are not directly attributable to our reportable segments. Corporate G&A also includes certain shared costs such as finance, accounting, tax, human resources, information technology and legal costs. Platform R&D also includes mapping and payment technologies and support and development of the internal technology infrastructure. Our allocation methodology is periodically evaluated and may change.

[(3)] See the section titled “Reconciliations of Non-GAAP Financial Measures” for more information and reconciliations to the most directly comparable GAAP financial measure.

Mobility Segment

For the three months ended September 30, 2020 compared to the same period in 2019, Mobility adjusted net revenue decreased $1.5 billion, or 52%, and Mobility adjusted EBITDA profit decreased $386 million, or 61%.

Mobility adjusted net revenue decreased primarily attributable to a decrease in Mobility Gross Bookings due to adverse impacts from the COVID-19 pandemic, partially offset by rationalization in incentive spend. Mobility Take Rate improved to 23.1% from 22.8% compared to the same period in 2019 mainly driven by an overall decrease in incentive spend.

Mobility adjusted EBITDA profit decreased primarily attributable to a decrease in Mobility adjusted net revenue, partially offset by a $437 million decrease in insurance expense as a result of a decrease in miles driven, a $275 million decrease in consumer promotions, and a $149 million decrease in credit card processing costs. Additionally, Mobility adjusted EBITDA margin as a percentage of Mobility revenue declined to 17.9% from 21.8%, compared to the same period in 2019, and Mobility adjusted EBITDA margin as a percentage of Mobility adjusted net revenue declined to 17.9% from 22.0% in the same period in 2019.

For the nine months ended September 30, 2020 compared to the same period in 2019, Mobility adjusted net revenue decreased $3.0 billion, or 39%, and Mobility adjusted EBITDA profit decreased $453 million, or 34%.

Mobility adjusted net revenue decreased primarily attributable to a decrease in Mobility Gross Bookings due to adverse impacts from the COVID-19 pandemic, partially offset by rationalization of incentive spend. Mobility Take Rate improved to 23.4% from 21.0% compared to the same period in 2019 mainly driven by an overall decrease in incentive spend as well as a one-time Driver appreciation award recorded in the second quarter of 2019.

Mobility adjusted EBITDA profit decreased primarily attributable to a decrease in Mobility adjusted net revenue, partially offset by a $1.0 billion decrease in insurance expense as a result of a decrease in miles driven, a $715 million decrease in consumer promotions, and a $360 million decrease in credit card processing costs. Additionally, Mobility adjusted EBITDA margin as a percentage of Mobility revenue improved to 18.9% from 17.3%, compared to the same period in 2019, and Mobility adjusted EBITDA margin as a percentage of Mobility adjusted net revenue improved to 18.9% from 17.5% in the same period in 2019.

Delivery Segment

For the three months ended September 30, 2020 compared to the same period in 2019, Delivery adjusted net revenue increased $743 million, or 190%, and Delivery adjusted EBITDA loss decreased $133 million, or 42%.

Delivery adjusted net revenue increased primarily attributable to an increase in Gross Bookings of 135%, on a constant currency basis, driven by an increase in food delivery orders and higher basket sizes as a result of stay-at-home demand related to COVID-19, combined with continued expansion across our international markets. Take Rate improved to 13.3% from 10.7% compared to the same period in 2019 driven by a decrease in incentive spend combined with an overall improvement in basket sizes. Additionally, we saw an increase in Delivery adjusted net revenue and Take Rate as a result of certain Delivery People payments and incentives that are recorded in cost of revenue, where we are primarily responsible for delivery services and pay Delivery People for services provided.

Delivery adjusted EBITDA loss decreased primarily attributable to an increase in Delivery adjusted net revenue, partially offset by a $279 million increase in cost of revenue as well as a $165 million increase in consumer promotions.

For the nine months ended September 30, 2020 compared to the same period in 2019, Delivery adjusted net revenue increased $1.6 billion, or 163%, and Delivery adjusted EBITDA loss decreased $183 million, or 20%.

Delivery adjusted net revenue increased primarily attributable to an increase in Gross Bookings of 103%, on a constant currency basis, driven by an increase in food delivery orders and higher basket sizes as a result of stay-at-home demand related to COVID-19, combined with continued expansion across our international markets. Delivery Take Rate improved to 12.6% from 9.6% compared to the same period in 2019 driven by a decrease in incentive spend combined with an overall improvement in basket sizes. Additionally, we saw an increase in Delivery adjusted net revenue and Take Rate as a result of certain Delivery People payments and incentives that are recorded in cost of revenue, where we are primarily responsible for delivery services and pay Delivery People for services provided.

Delivery adjusted EBITDA loss decreased primarily attributable to an increase in Delivery adjusted net revenue, partially offset by a $628 million increase in cost of revenue combined with an $438 million increase in consumer promotions.

Freight Segment

For the three months ended September 30, 2020 compared to the same period in 2019, Freight revenue increased $70 million, or 32%, and Freight adjusted EBITDA loss decreased $8 million, or 10%.

Freight revenue increased primarily attributable to growth in the number of shippers and carriers on the network combined with an increase in volumes with our top shippers.

Freight adjusted EBITDA loss decreased attributable to an overall improvement in gross profit partially offset by an increase in investment spend in our technology and services as we continue to grow the business.

For the nine months ended September 30, 2020 compared to the same period in 2019, Freight revenue increased $186 million, or 36%, and Freight adjusted EBITDA loss increased $24 million, or 15%.

Freight revenue increased primarily attributable to growth in the number of shippers and carriers on the network combined with an increase in volumes with our top shippers.

Freight adjusted EBITDA loss increased attributable to an increase in investment spend in our technology and services as we continue to grow the business.

ATG and Other Technology Programs Segment

For the three months ended September 30, 2020 compared to the same period in 2019, ATG and Other Technology Programs revenue increased $8 million and ATG and Other Technology Programs adjusted EBITDA loss decreased $20 million, or 16%.

ATG and Other Technology Programs revenue increased attributable to collaboration revenue related to our three-year joint collaboration agreement with Toyota and DENSO entered into in July 2019.

ATG and Other Technology Programs adjusted EBITDA loss decreased due to an increase in revenue, as noted above, partially offset by an increase in operational expenses.

For the nine months ended September 30, 2020 compared to the same period in 2019, ATG and Other Technology Programs revenue increased $58 million and ATG and Other Technology Programs adjusted EBITDA loss decreased $66 million, or 18%.

ATG and Other Technology Programs revenue increased attributable to collaboration revenue related to our three-year joint collaboration agreement with Toyota and DENSO entered into in July 2019.

ATG and Other Technology Programs adjusted EBITDA loss decreased due to an increase in revenue, as noted above, partially offset by an increase in operational expenses.

All Other

For the three months ended September 30, 2020 compared to the same period in 2019, All Other revenue decreased $38 million, and All Other adjusted EBITDA loss decreased $72 million. Additionally, for the nine months ended September 30, 2020 compared to the same period in 2019, All Other revenue decreased $49 million, or 58%, and All Other adjusted EBITDA loss decreased $98 million, or 53%.

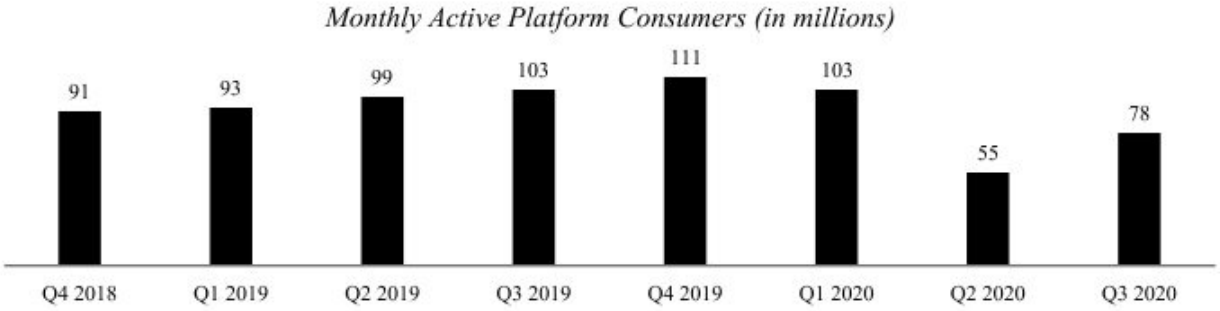
For the three and nine months ended September 30, 2020, the overall decreases in All Other revenue and All Other Adjusted EBITDA loss is primarily attributable to the JUMP Divestiture in the second quarter of 2020.

Certain Key Metrics and Non-GAAP Financial Measures

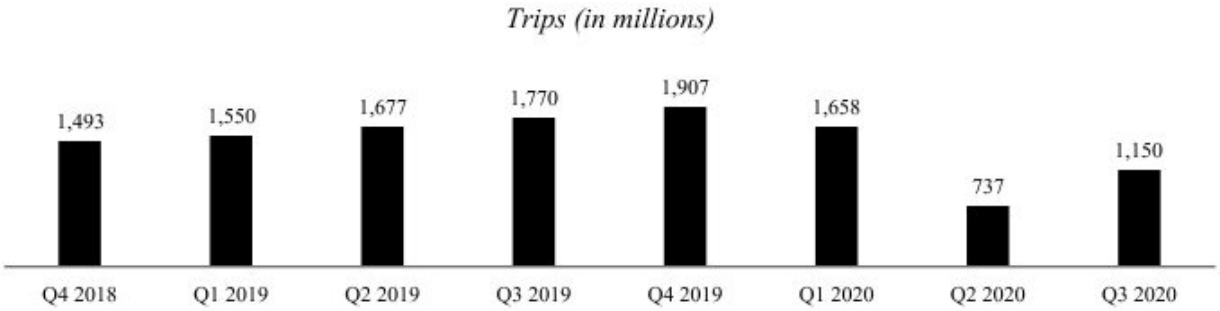
Adjusted Net Revenue, Adjusted EBITDA and Adjusted EBITDA margin as a percentage of Adjusted Net Revenue, as well as revenue and ANR growth rates in constant currency, are non-GAAP financial measures. For more information about how we use

these non-GAAP financial measures in our business, the limitations of these measures, and reconciliations of these measures to the most directly comparable GAAP financial measures, see the section titled "Reconciliations of Non-GAAP Financial Measures."

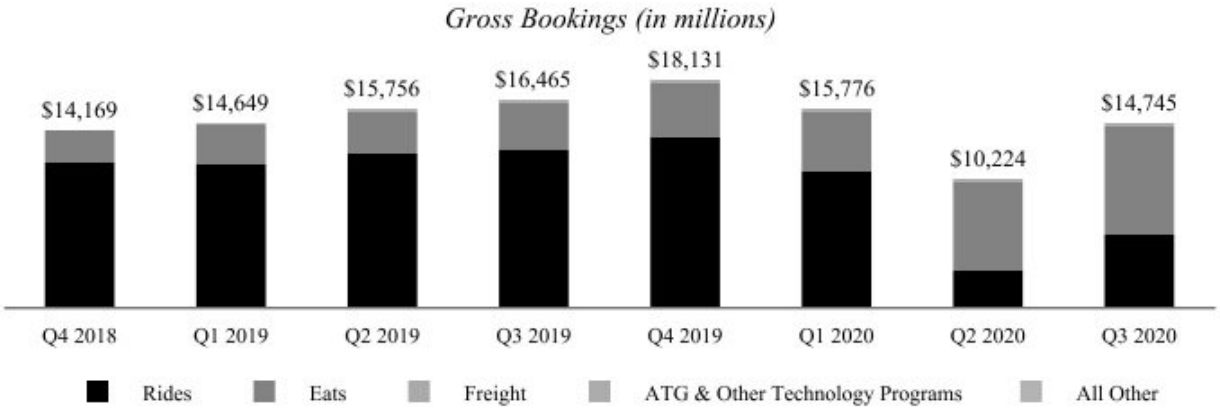
Monthly Active Platform Consumers. MAPCs is the number of unique consumers who completed a Mobility or New Mobility ride or received a Delivery meal or grocery order on our platform at least once in a given month, averaged over each month in the quarter. While a unique consumer can use multiple product offerings on our platform in a given month, that unique consumer is counted as only one MAPC. We use MAPCs to assess the adoption of our platform and frequency of transactions, which are key factors in our penetration of the countries in which we operate.



Trips. We define Trips as the number of completed consumer Mobility or New Mobility rides and Delivery meal or grocery deliveries in a given period. For example, an UberPOOL ride with three paying consumers represents three unique Trips, whereas an UberX ride with three passengers represents one Trip. We believe that Trips are a useful metric to measure the scale and usage of our platform.



Gross Bookings. We define Gross Bookings as the total dollar value, including any applicable taxes, tolls, and fees, of Mobility and New Mobility rides, Delivery meal or grocery deliveries, and amounts paid by Freight shippers, in each case without any adjustment for consumer discounts and refunds, Driver and Merchant earnings, and Driver incentives. Gross Bookings do not include tips earned by Drivers. Gross Bookings are an indication of the scale of our current platform, which ultimately impacts revenue.



	Q4 2018	Q1 2019	Q2 2019	Q3 2019	Q4 2019	Q1 2020	Q2 2020	Q3 2020
Mobility	$ 11,479	$ 11,446	$ 12,188	$ 12,554	$ 13,512	$ 10,874	$ 3,046	$ 5,905
Delivery	2,561	3,071	3,386	3,658	4,374	4,683	6,961	8,550
Freight	126	128	167	223	219	198	212	290
ATG & Other Technology Programs	—	—	—	—	—	—	—	—
All Other	3	4	15	30	26	21	5	—

Adjusted Net Revenue. See the section titled "Reconciliations of Non-GAAP Financial Measures" for our definition and a reconciliation to the most directly comparable GAAP financial measure.

	Three Months Ended September 30,			Nine Months Ended September 30,		
(In millions, except percentages)	2019	2020	% Change	2019	2020	% Change
Adjusted Net Revenue	$ 3,533	$ 2,813	(20) %	$ 9,167	$ 7,987	(13) %

Take Rate is defined as Adjusted Net Revenue as a percentage of Gross Bookings.

Three Months Ended September 30, 2020 Compared with the Same Period in 2019

Adjusted Net Revenue decreased $720 million, or 20%, primarily attributable to an overall decrease in Gross Bookings of 8%, on a constant currency basis. Overall Take Rate was 19.1%, down 2.4%, from the same period in 2019.

Adjusted EBITDA. See the section titled "Reconciliations of Non-GAAP Financial Measures" for our definition and a reconciliation of net loss attributable to Uber Technologies, Inc. to Adjusted EBITDA.

	Three Months Ended September 30,			Nine Months Ended September 30,		
(In millions, except percentages)	2019	2020	% Change	2019	2020	% Change
Adjusted EBITDA	$ (585)	$ (625)	(7) %	$ (2,110)	$ (2,074)	2 %

Three Months Ended September 30, 2020 Compared with the Same Period in 2019

Adjusted EBITDA loss increased $40 million, or 7%, primarily attributable to a $386 million decrease in Mobility Adjusted EBITDA, partially offset by a $161 million improvement in our other business offerings combined with a $113 million reduction in Corporate G&A and Platform R&D costs as well as a $72 million increase mainly related to the JUMP Divestiture that occurred in the second quarter of 2020.

Reconciliations of Non-GAAP Financial Measures

We collect and analyze operating and financial data to evaluate the health of our business and assess our performance. In addition to revenue, net income (loss), loss from operations, and other results under GAAP, we use Adjusted Net Revenue, Adjusted EBITDA, and Adjusted EBITDA margin as a percentage of Adjusted Net Revenue as well as revenue and ANR growth rates in constant currency, which are described below, to evaluate our business. We have included these non-GAAP financial measures because they are key measures used by our management to evaluate our operating performance. Accordingly, we believe that these non-GAAP financial measures provide useful information to investors and others in understanding and evaluating our operating results in the same manner as our management team and board of directors. Our calculation of these non-GAAP financial measures may differ from similarly-titled non-GAAP measures, if any, reported by our peer companies. These non-GAAP financial measures should not be considered in isolation from, or as substitutes for, financial information prepared in accordance with GAAP.

Adjusted Net Revenue

We define Adjusted Net Revenue as revenue (i) less excess Driver incentives, (ii) less Driver referrals and (iii) the addition of our COVID-19 response initiative related payments for financial assistance to Drivers personally impacted by COVID-19 and Driver reimbursements for their cost of purchasing personal protective equipment. We define Mobility Adjusted Net Revenue as Mobility revenue (i) less excess Driver incentives, (ii) less Driver referrals and (iii) the addition of our COVID-19 response initiative related payments for financial assistance to Drivers personally impacted by COVID-19. We define Delivery Adjusted Net Revenue as Delivery revenue (i) less excess Driver incentives, (ii) less Driver referrals and (iii) the addition of our COVID-19 response initiatives primarily related to payments for financial assistance to Drivers personally impacted by COVID-19 and Driver reimbursement for their cost of purchasing personal protective equipment. We believe that these measures are informative of our top line performance because they measure the total net financial activity reflected in the amount earned by us after taking into account all Driver and Merchant earnings, Driver incentives, and Driver referrals in transactions where the Drivers are our customer. The impact of the COVID-19 response initiatives related payments for financial assistance personally impacted by COVID-19 and Driver reimbursement

for their cost of purchasing personal protective equipment are recorded as a reduction to revenue. To help our board, management and investors assess the impact of these COVID-19 response initiatives on our results of operations, we are excluding the impact of these COVID-19 response initiatives from ANR. Our board and management find the exclusion of the impact of these COVID-19 response initiatives from Adjusted Net Revenue to be useful because it allows us and our investors to assess the impact of these response initiatives on our results of operations.

Excess Driver Incentives

Excess Driver incentives refer to cumulative payments, including incentives but excluding Driver referrals, to Drivers that exceed the cumulative revenue that we recognize from Drivers with no future guarantee of additional revenue. Cumulative payments to Drivers could exceed cumulative revenue from Drivers in transactions where the Drivers are our customer, as a result of Driver incentives or when the amount paid to Drivers for a Trip exceeds the fare charged to the consumer. Further, cumulative payments to Drivers for Delivery deliveries historically have exceeded the cumulative delivery fees paid by consumers. Excess Driver incentives are recorded in cost of revenue, exclusive of depreciation and amortization.

Driver Referrals

Driver referrals are recorded in sales and marketing expenses. Driver incentives and Driver referrals largely depend on our business decisions based on market conditions. We include the impact of these amounts in Adjusted Net Revenue to evaluate how increasing or decreasing incentives would impact our top line performance, and the overall net financial activity between us and our customers, which ultimately impacts our Take Rate, which is calculated as Adjusted Net Revenue as a percentage of Gross Bookings. Management views Driver incentives and Driver referrals as Driver payments in the aggregate, whether they are classified as Driver incentives, excess Driver incentives, or Driver referrals.

COVID-19 Response Initiatives

To support those whose earning opportunities have been depressed as a result of COVID-19, as well as communities hit hard by the pandemic, we have announced and implemented several initiatives, including, in particular, payments for financial assistance to Drivers personally impacted by COVID-19 and Driver reimbursement for their cost of purchasing personal protective equipment. These COVID-19 response initiatives are recorded as a reduction to revenue.

Limitations of Non-GAAP Financial Measures and Adjusted Net Revenue Reconciliation

Adjusted Net Revenue has limitations as a financial measure, should be considered as supplemental in nature, and is not meant as a substitute for revenue prepared in accordance with GAAP. The following tables present reconciliations of Adjusted Net Revenue, Mobility Adjusted Net Revenue and Delivery Adjusted Net Revenue to the most directly comparable GAAP financial measures for each of the periods indicated. Freight Adjusted Net Revenue, ATG and Other Technology Programs Adjusted Net Revenue and Other Bets Adjusted Net Revenue (prior to the second quarter of 2020) are equal to GAAP net revenue in all periods presented. Subsequent to the second quarter of 2020, All Other (formerly our Other Bets segment) was no longer deemed an operating or reportable segment.

	Three Months Ended September 30,		Nine Months Ended September 30,	
(In millions)	2019	2020	2019	2020
Adjusted Net Revenue reconciliation:				
Revenue	$ 3,813	$ 3,129	$ 10,078	$ 8,913
Deduct:				
Excess Driver incentives	(259)	(316)	(825)	(939)
Driver referrals	(21)	(2)	(86)	(14)
Add:				
COVID-19 response initiatives	—	2	—	27
Adjusted Net Revenue	$ 3,533	$ 2,813	$ 9,167	$ 7,987

(In millions)	Three Months Ended September 30, 2019	Three Months Ended September 30, 2020	Nine Months Ended September 30, 2019	Nine Months Ended September 30, 2020
Mobility Adjusted Net Revenue reconciliation:				
Mobility revenue	$ 2,895	$ 1,365	$ 7,689	$ 4,624
Deduct:				
Excess Driver incentives	(12)	(1)	(34)	(6)
Driver referrals	(15)	(1)	(69)	(11)
Add:				
COVID-19 response initiatives	—	2	—	25
Mobility Adjusted Net Revenue	$ 2,868	$ 1,365	$ 7,586	$ 4,632

(In millions)	Three Months Ended September 30, 2019	Three Months Ended September 30, 2020	Nine Months Ended September 30, 2019	Nine Months Ended September 30, 2020
Delivery Adjusted Net Revenue reconciliation:				
Delivery revenue	$ 645	$ 1,451	$ 1,776	$ 3,481
Deduct:				
Excess Driver incentives	(247)	(315)	(791)	(933)
Driver referrals	(6)	(1)	(17)	(3)
Add:				
COVID-19 response initiatives	—	—	—	2
Delivery Adjusted Net Revenue	$ 392	$ 1,135	$ 968	$ 2,547

Adjusted EBITDA

We define Adjusted EBITDA as net income (loss), excluding (i) income (loss) from discontinued operations, net of income taxes, (ii) net income (loss) attributable to non-controlling interests, net of tax, (iii) provision for (benefit from) income taxes, (iv) income (loss) from equity method investments, (v) interest expense, (vi) other income (expense), net, (vii) depreciation and amortization, (viii) stock-based compensation expense, (ix) certain legal, tax, and regulatory reserve changes and settlements, (x) goodwill and asset impairments/loss on sale of assets, (xi) acquisition and financing related expenses, (xii) restructuring and related charges and (xiii) other items not indicative of our ongoing operating performance, including COVID-19 response initiatives related payments for financial assistance to Drivers personally impacted by COVID-19, the cost of personal protective equipment distributed to Drivers, Driver reimbursement for their cost of purchasing personal protective equipment, the costs related to free rides and food deliveries to healthcare workers, seniors, and others in need as well as charitable donations.

We have included Adjusted EBITDA in this Quarterly Report on Form 10-Q because it is a key measure used by our management team to evaluate our operating performance, generate future operating plans, and make strategic decisions, including those relating to operating expenses. Accordingly, we believe that Adjusted EBITDA provides useful information to investors and others in understanding and evaluating our operating results in the same manner as our management team and board of directors. In addition, it provides a useful measure for period-to-period comparisons of our business, as it removes the effect of certain non-cash expenses and certain variable charges. To help our board, management and investors assess the impact of COVID-19 pandemic on our results of operations, we are excluding the impacts of COVID-19 response initiatives related payments for financial assistance to Drivers personally impacted by COVID-19, the cost of personal protective equipment distributed to Drivers, Driver reimbursement for their cost of purchasing personal protective equipment, the costs related to free rides and food deliveries to healthcare workers, seniors, and others in need as well as charitable donations from Adjusted EBITDA. Our board and management find the exclusion of the impact of these COVID-19 response initiatives from Adjusted EBITDA to be useful because it allows us and our investors to assess the impact of these response initiatives on our results of operations.

COVID-19 Response Initiatives

To support those whose earning opportunities have been depressed as a result of COVID-19, as well as communities hit hard by the pandemic, we have announced and implemented several initiatives, including, in particular, payments for financial assistance to Drivers personally impacted by COVID-19, the cost of personal protective equipment distributed to Drivers, Driver reimbursement for their cost of purchasing personal protective equipment, the costs related to free rides and food deliveries to healthcare workers, seniors, and others in need as well as charitable donations. The payments for financial assistance to Drivers personally impacted by COVID-19 and Driver reimbursement for their cost of purchasing personal protective equipment are recorded as a reduction to

revenue. The cost of personal protective equipment distributed to Drivers, the costs related to free rides and food deliveries to healthcare workers, seniors, and others in need as well as charitable donations are recorded as an expense in our costs and expenses.

Limitations of Non-GAAP Financial Measures and Adjusted EBITDA Reconciliation

Adjusted EBITDA has limitations as a financial measure, should be considered as supplemental in nature, and is not meant as a substitute for the related financial information prepared in accordance with GAAP. These limitations include the following:

- Adjusted EBITDA excludes certain recurring, non-cash charges, such as depreciation of property and equipment and amortization of intangible assets, and although these are non-cash charges, the assets being depreciated and amortized may have to be replaced in the future, and Adjusted EBITDA does not reflect all cash capital expenditure requirements for such replacements or for new capital expenditure requirements;
- Adjusted EBITDA excludes stock-based compensation expense, which has been, and will continue to be for the foreseeable future, a significant recurring expense in our business and an important part of our compensation strategy;
- Adjusted EBITDA excludes certain restructuring and related charges, part of which may be settled in cash;
- Adjusted EBITDA excludes other items not indicative of our ongoing operating performance, including COVID-19 response initiatives related payments for financial assistance to Drivers personally impacted by COVID-19, the cost of personal protective equipment distributed to Drivers, Driver reimbursement for their cost of purchasing personal protective equipment, the costs related to free rides and food deliveries to healthcare workers, seniors, and others in need as well as charitable donations;
- Adjusted EBITDA does not reflect period-to-period changes in taxes, income tax expense or the cash necessary to pay income taxes;
- Adjusted EBITDA does not reflect the components of other income (expense), net, which primarily includes interest income, foreign currency exchange gains (losses), net, gain (loss) on business divestitures, net, unrealized gain (loss) on debt and equity securities, net, impairment of debt and equity securities, change in fair value of embedded derivatives, gain on extinguishment of convertible notes and settlement of derivatives, and other; and
- Adjusted EBITDA excludes certain legal, tax, and regulatory reserve changes and settlements that may reduce cash available to us.

The following table presents a reconciliation of net loss attributable to Uber Technologies, Inc., the most directly comparable GAAP financial measure, to Adjusted EBITDA for each of the periods indicated:

(In millions)	Three Months Ended September 30, 2019	Three Months Ended September 30, 2020	Nine Months Ended September 30, 2019	Nine Months Ended September 30, 2020
Adjusted EBITDA reconciliation:				
Net loss attributable to Uber Technologies, Inc.	$ (1,162)	$ (1,089)	$ (7,410)	$ (5,799)
Add (deduct):				
Net loss attributable to non-controlling interests, net of tax	3	(19)	(11)	(27)
Provision for (benefit from) income taxes	3	23	20	(215)
Loss from equity method investments	9	8	25	27
Interest expense	90	112	458	340
Other (income) expense, net	(49)	(151)	(707)	1,688
Depreciation and amortization	102	138	371	395
Stock-based compensation expense	401	183	4,353	591
Legal, tax, and regulatory reserve changes and settlements	(27)	—	353	57
Driver appreciation award	—	—	299	—
Payroll tax on IPO stock-based compensation	—	—	86	—
Goodwill and asset impairments/loss on sale of assets	—	76	8	285
Acquisition, financing and divestitures related expenses	—	14	—	43
Accelerated lease costs related to cease-use of ROU assets	—	80	—	80
COVID-19 response initiatives	—	18	—	90
Gain on lease arrangement, net	—	(12)	—	(5)
Restructuring and related charges (credits)	45	(6)	45	376
Adjusted EBITDA	$ (585)	$ (625)	$ (2,110)	$ (2,074)

Adjusted EBITDA Margin as a Percentage of ANR

We define Adjusted EBITDA margin as a percentage of ANR as Adjusted EBITDA divided by Adjusted Net Revenue. Segment Adjusted EBITDA margin as a percentage of ANR is segment Adjusted EBITDA divided by segment Adjusted Net Revenue.

Constant Currency

We compare the percent change in our current period results from the corresponding prior period using constant currency disclosure. We present constant currency growth rate information to provide a framework for assessing how our underlying revenue and ANR performed excluding the effect of foreign currency rate fluctuations. We calculate constant currency by translating our current period financial results using the corresponding prior period's monthly exchange rates for our transacted currencies other than the U.S. dollar.

Liquidity and Capital Resources

(In millions)	Nine Months Ended September 30, 2019	Nine Months Ended September 30, 2020
Net cash used in operating activities	$ (2,522)	$ (1,940)
Net cash used in investing activities	(79)	(2,677)
Net cash provided by financing activities	9,022	483

Operating Activities

Net cash used in operating activities was $1.9 billion for the nine months ended September 30, 2020, primarily consisting of $5.8 billion of net loss, adjusted for certain non-cash items, which primarily included $1.7 billion in impairment of debt and equity securities and $591 million of stock-based compensation expense as well as a $736 million decrease in cash consumed by working capital primarily driven by a decrease in our accounts receivable and prepaid expenses and other assets.

Net cash used in operating activities was $2.5 billion for the nine months ended September 30, 2019, primarily consisting of $7.4 billion of net loss, adjusted for certain non-cash items, which primarily included $4.4 billion of stock-based compensation expense, $444 million of gain on extinguishment of convertible notes, depreciation and amortization expense of $371 million, $80 million in accretion of discount on our long-term debt, as well as a $562 million decrease in cash consumed by working capital primarily driven by an increase in our accrued expenses and insurance reserves, partially offset by higher accounts receivable and prepaid expenses.

Investing Activities

Net cash used in investing activities was $2.7 billion for the nine months ended September 30, 2020, primarily consisting of $1.5 billion in acquisition of business, net of cash acquired, $1.5 billion in purchases of marketable securities and $493 million in purchases of property and equipment, partially offset by proceeds from maturities and sales of marketable securities of $801 million.

Net cash used in investing activities was $79 million for the nine months ended September 30, 2019, primarily consisting of $406 million in purchases of property and equipment, partially offset by $293 million in proceeds from business disposal, net of cash divested.

Financing Activities

Net cash provided by financing activities was $483 million for the nine months ended September 30, 2020, primarily consisting of $1.5 billion of issuance of senior notes, net of issuance costs, partially offset by $891 million of principal repayment on Careem Notes.

Net cash provided by financing activities was $9.0 billion for the nine months ended September 30, 2019, primarily consisting of $8.0 billion of net proceeds received from issuance of common stock upon our IPO, net of offering costs, $500 million of proceeds received from issuance of common stock related to a private placement, partially offset by $1.5 billion of taxes paid related to net share settlement of equity awards, $1.2 billion of proceeds from issuance of senior notes, net of issuance costs and $120 million of principal payments on financing leases.

Other Information

As of September 30, 2020, $1.5 billion of our $6.2 billion in cash and cash equivalents was held by our foreign subsidiaries. Cash held outside the United States may be repatriated, subject to certain limitations, and would be available to be used to fund our domestic operations. However, repatriation of funds may result in immaterial tax liabilities. We believe that our existing cash balance in the United States is sufficient to fund our working capital needs in the United States. We are in compliance with our debt and line of credit covenants as of September 30, 2020, including by meeting our reporting obligations. We also believe that our sources of funding and our available line of credit will be sufficient to satisfy our currently anticipated cash requirements including capital expenditures, working capital requirements, potential acquisitions, potential prepayments of contested indirect tax assessments (“pay-to-play”), and other liquidity requirements through at least the next 12 months. We intend to continue to evaluate and may, in certain circumstances, take preemptive action to preserve liquidity during the COVID-19 pandemic. As the circumstances around the COVID-19 pandemic remain uncertain, we continue to actively monitor the pandemic's impact to us worldwide including our financial position, liquidity, results of operations and cash flows.

Off-Balance Sheet Arrangements

As of September 30, 2020, we did not have any off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in our financial condition, revenue, or expenses, results of operations, liquidity, capital expenditures, or capital resources that are material to investors.

Critical Accounting Policies and Estimates

Our condensed consolidated financial statements and accompanying notes have been prepared in accordance with GAAP. The preparation of these condensed consolidated financial statements requires us to make estimates and assumptions that affect the amounts reported amounts of assets, liabilities, revenue and expenses, and related disclosures. We base our estimates on historical experience and on various other assumptions that we believe are reasonable under the circumstances. We evaluate our estimates and assumptions on an ongoing basis. Actual results may differ from these estimates. To the extent that there are material differences between these estimates and our actual results, our future financial statements will be affected.

For additional information about our critical accounting policies and estimates, see the disclosure included in our Annual Report on Form 10-K as well as Note 1 – Description of Business and Summary of Significant Accounting Policies in the notes to the condensed consolidated financial statements included in Part I, Item 1, of this Quarterly Report on Form 10-Q.

Contractual Obligations

As of January 2, 2020, we committed to issue convertible notes in connection with the acquisition of Careem which remains in effect as of September 30, 2020. Refer to Note 8 – Supplemental Financial Statement Information in the notes to the condensed consolidated financial statements included in Part I, Item 1, of this Quarterly Report on Form 10-Q.

Additionally, in July 2020, we entered into a commercial technology agreement with Google LLC for a term of four years. We are committed to spend an aggregate of at least $160 million for the period from July 2020 through June 2024. Refer to Note 13 – Commitments and Contingencies in the notes to the condensed consolidated financial statements included in Part I, Item 1, of this Quarterly Report on Form 10-Q.

As of September 30, 2020, there have been no other material changes outside the ordinary course of business to the contractual obligations, as disclosed in our Annual Report on Form 10-K for the year ended December 31, 2019.

Recent Accounting Pronouncements

See Note 1 – Description of Business and Summary of Significant Accounting Policies, in the notes to the condensed consolidated financial statements included elsewhere in Part I, Item 1 of this Quarterly Report on Form 10-Q.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to market risks in the ordinary course of our business. These risks primarily include interest rate risk, investment risk, and foreign currency risk as follows:

Interest Rate Risk

Our exposures to market risk for changes in interest rates relate primarily to our 2016 Term Loan Facility and our 2018 Term Loan Facility. The 2016 Term Loan Facility and 2018 Term Loan Facility are floating rate notes and are carried at amortized cost. Therefore, fluctuations in interest rates will impact our consolidated financial statements. A rising interest rate environment will increase the amount of interest paid on these loans. A hypothetical 100 basis point increase or decrease in interest rates would not have a material effect on our financial results.

The fair value of our fixed rate notes will generally fluctuate with movements of interest rates, increasing in periods of declining rates of interest and declining in periods of increasing rates of interest. A hypothetical 100 basis point increase in interest rates would have decreased the fair value of our notes by $226 million as of September 30, 2020.

Investment Risk

Our investment policy objective aims to preserve capital and meet liquidity requirements without significantly increasing risk. We had cash and cash equivalents including restricted cash and cash equivalents totaling $12.1 billion and $7.8 billion as of December 31, 2019 and September 30, 2020, respectively. Marketable debt securities classified as short-term investments totaled $1.1 billion as of September 30, 2020. Our cash, cash equivalents, and marketable debt securities primarily consist of money market funds, cash deposits, U.S. government securities, U.S. government agency securities, and investment-grade corporate debt securities. We do not enter into investments for trading or speculative purposes. Our investments in fixed rate securities carry a degree of interest rate risk. Changes in rates would primarily impact interest income due to the relatively short-term nature of our investments. A hypothetical 100 basis point change in interest rates would not have a material effect on our financial results or the fair value of our marketable debt securities portfolio.

We have significant risk related to the carrying amounts of investments in other companies, including our minority-owned affiliates, compared to their fair value, as all of our investments are currently in illiquid private company stock which are inherently difficult to value given the lack of publicly available information. As of September 30, 2020, the carrying value of our investments was $10.2 billion, including equity method investments.

Foreign Currency Risk

We transact business globally in multiple currencies. Our international revenue, as well as costs and expenses denominated in

foreign currencies, expose us to the risk of fluctuations in foreign currency exchange rates against the U.S. dollar. We are exposed to foreign currency risks related to our revenue and operating expenses denominated in currencies other than the U.S. dollar. Accordingly, changes in exchange rates may negatively affect our future revenue and other operating results as expressed in U.S. dollars. Our foreign currency risk is partially mitigated as our revenue recognized in currencies other than the U.S. dollar is diversified across geographic regions and we incur expenses in the same currencies in such regions.

We have experienced and will continue to experience fluctuations in our net income/(loss) as a result of transaction gains or (losses) related to remeasurement of our asset and liability balances that are denominated in currencies other than the functional currency of the entities in which they are recorded. Foreign currency rates may also impact the value of our equity method investment in our Yandex.Taxi joint venture. At this time, we do not, but we may in the future, enter into derivatives or other financial instruments in an attempt to hedge our foreign currency exchange risk.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to provide reasonable assurance that information required to be disclosed in our Securities Exchange Act of 1934, as amended (the "Exchange Act") reports is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow for timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures. As required by Rule 13a-15(b) under the Exchange Act, our management, including our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as of the end of the period covered by this Quarterly Report on Form 10-Q. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of the end of the period covered by this Quarterly Report on Form 10-Q, our disclosure controls and procedures are effective at a reasonable assurance level.

Changes in Internal Control over Financial Reporting

There were no changes to our internal control over financial reporting that occurred during the quarter ended September 30, 2020 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Our disclosure controls and procedures are designed to provide reasonable assurance of achieving their objectives as specified above. However, our management, including our Chief Executive Officer and Chief Financial Officer, does not expect that our disclosure controls and procedures will prevent or detect all error and fraud. Any control system, no matter how well designed and operated, is based upon certain assumptions and can provide only reasonable, not absolute, assurance that its objectives will be met. Further, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud, if any, within our company have been detected.

PART II - OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

We are a party to various legal actions and government investigations, and similar or other actions could be brought against us in the future. The most significant of these matters are described below.

Legal Proceedings Described in Note 13 – Commitments and Contingencies to Our Unaudited Condensed Consolidated Financial Statements

Note 13 – Commitments and Contingencies to our condensed consolidated financial statements for the quarter ended September 30, 2020 contained in this Quarterly Report on Form 10-Q includes information on legal proceedings that constitute material contingencies for financial reporting purposes that could have a material adverse effect on our consolidated financial position or liquidity if they were resolved in a manner that is adverse to us. This item should be read in conjunction with Note 13 for information regarding the following material legal proceedings, which information is incorporated into this item by reference:

- California Attorney General Lawsuit and Governmental Inquiries
- State Unemployment Tax Proceedings
- Google v. Levandowski; Google v. Levandowski & Ron
- Aslam, Farrar, Hoy and Mithu v. Uber B.V., Uber Britannia Ltd. and Uber London Ltd.

Legal Proceedings That Are Not Described in Note 13 – Commitments and Contingencies to Our Unaudited Condensed Consolidated Financial Statements

In addition to the matters that are identified in Note 13 – Commitments and Contingencies to our condensed consolidated financial statements for the quarter ended September 30, 2020 contained in this Quarterly Report on Form 10-Q, and incorporated into this item by reference, the following matters also constitute material pending legal proceedings, other than ordinary course litigation incidental to our business, to which we are or any of our subsidiaries is a party.

Australia Class Actions

In May 2019, an Australian law firm filed a class action in the Supreme Court of Victoria, Australia, against us and certain of our subsidiaries, on behalf of certain participants in the taxi, hire-car, and limousine industries. The plaintiff alleges that the Uber entities conspired to injure the group members during the period 2014 to 2017 by either directly breaching transport legislation or commissioning offenses against transport legislation by UberX Drivers in Australia. The claim alleges, in effect, that these operations caused loss and damage to the class representative and class members, including lost income and decreased value of certain taxi licenses. In March, April and October 2020, the same Australian law firm filed four additional class action lawsuits alleging the same claim. We deny these allegations and intend to vigorously defend against the lawsuit.

Other Legal Proceedings

While it is not possible to determine the outcome of the legal actions, investigations, and proceedings brought against us, we believe that, except for the matters described above, the resolution of all such matters will not have a material adverse effect on our consolidated financial position or liquidity, but could be material to our consolidated results of operations in any one accounting period. We are currently involved in, and may in the future be involved in, legal proceedings, litigation, claims, and government investigations in the ordinary course of business. In addition, the nature of our business exposes us to claims related to the classification of Drivers and the compliance of our business with applicable law. This risk is enhanced in certain jurisdictions outside the United States where we may be less protected under local laws than we are in the United States. Although the results of the legal proceedings, claims, and government investigations in which we are involved cannot be predicted with certainty, we do not believe that the final outcome of these matters is reasonably likely to have a material adverse effect on our business, financial condition, or operating results. Regardless of final outcomes, however, any such legal proceedings, claims, and government investigations may nonetheless impose a significant burden on management and employees and may come with costly defense costs or unfavorable preliminary and interim rulings.

ITEM 1A. RISK FACTORS

Certain factors may have a material adverse effect on our business, financial condition, and results of operations. You should carefully consider the following risks, together with all of the other information contained in this Quarterly Report on Form 10-Q, including the sections titled "Special Note Regarding Forward-Looking Statements" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our financial statements and the related notes included elsewhere in this Quarterly Report on Form 10-Q. Any of the following risks could have an adverse effect on our business, financial condition, operating results, or prospects and could cause the trading price of our common stock to decline, which would cause you to lose all or part of your investment. Our business, financial condition, operating results, or prospects could also be harmed by risks and uncertainties not currently known to us or that we currently do not believe are material.

Risks Related to Our Business

The novel coronavirus ("COVID-19") pandemic and the impact of actions to mitigate the pandemic has adversely impacted and could continue to adversely impact our business, financial condition and results of operations.

In March 2020, the World Health Organization declared the outbreak of COVID-19 a pandemic. In an attempt to limit the spread of the virus, various governmental restrictions, including the declaration of a federal National Emergency, multiple cities' and states' declarations of states of emergency, school and business closings, quarantines, "shelter at home" orders, restrictions on travel, limitations on social or public gatherings, and other social distancing measures have, and may continue to have, an adverse impact on our business and operations, including, for example, by reducing the demand for our Mobility offerings globally, and affecting travel behavior and demand. In addition, in San Francisco, an emergency order was issued that requires us to cap fees charged to restaurants on Eats. Furthermore, to support social distancing, we have temporarily suspended UberPOOL, our shared rides offering, globally.

In addition, we announced and implemented several COVID-related initiatives during the first quarter of 2020, including a financial assistance program for Drivers, as well as a commitment to provide 10 million free rides and food deliveries to healthcare workers, seniors, and others in need.

Furthermore, as a result of the COVID-19 pandemic, we asked that all employees who are able to do so work remotely, and while we have since re-opened certain offices, it is possible that continued widespread remote work arrangements could have a negative impact on our operations, the execution of our business plans, and productivity and availability of key personnel and other employees necessary to conduct our business, and of third-party service providers who perform critical services for us, or otherwise cause operational failures due to changes in our normal business practices necessitated by the outbreak and related

governmental actions. If a natural disaster, power outage, connectivity issue, or other event occurred that impacted our employees' ability to work remotely, it may be difficult or, in certain cases, impossible, for us to continue our business for a substantial period of time. The increase in remote working may also result in privacy, cybersecurity and fraud risks, and our understanding of applicable legal and regulatory requirements, as well as the latest guidance from regulatory authorities in connection with the COVID-19 pandemic, may be subject to legal or regulatory challenge, particularly as regulatory guidance evolves in response to future developments.

In addition, in response to the economic challenges and uncertainty resulting from the COVID-19 pandemic and its impact on our business, in May 2020 we announced reductions in workforce of approximately 6,700 full-time employee roles.

We have responded to the COVID-19 pandemic by launching new, or expanding existing, services, features, or health and safety requirements on an expedited basis, particularly those relating to delivery of food and other goods. Our understanding of applicable privacy, consumer protection and other legal and regulatory requirements, as well as the latest guidance from regulatory authorities in connection with the COVID-19 pandemic, may be subject to legal or regulatory challenge, particularly as regulatory guidance evolves in response to future developments. In addition, our launch of new, or expanding existing, services, features, or health and safety requirements in response to COVID-19 may heighten other risks described in this "Risk Factors" section, including our classification of Drivers. These challenges could result in fines or other enforcement measures that could adversely impact our financial results or operations.

The COVID-19 pandemic has adversely affected our near-term financial results and may adversely impact our long-term financial results, which has required and may continue to require significant actions in response, including but not limited to, additional reductions in workforce and certain changes to pricing models of our offerings, all in an effort to mitigate such impacts. In light of the evolving nature of COVID-19 and the uncertainty it has produced around the world, we do not believe it is possible to predict with precision the pandemic's cumulative and ultimate impact on our future business operations, liquidity, financial condition, and results of operations. The extent of the impact of the pandemic on our business and financial results will depend largely on future developments, including the duration of the spread of the outbreak and any future "waves" or resurgences of the outbreak, both globally and within the United States, the impact on capital and financial markets, foreign currencies exchange, governmental or regulatory orders that impact our business and whether the impacts may result in permanent changes to our end-users' behaviors, all of which are highly uncertain and cannot be predicted. Moreover, even after shelter at home orders and travel advisories are lifted, demand for our Rides offering may remain weak for a significant length of time and we cannot predict when and if our Rides offering will return to pre-COVID-19 demand levels. In addition, we cannot predict the impact the COVID-19 pandemic will have on our business partners and third-party vendors, and we may be adversely impacted as a result of the adverse impact our business partners and third-party vendors suffer. Additionally, concerns over the economic impact of the COVID-19 pandemic have caused extreme volatility in financial markets, which has and may continue to adversely impact our stock price and our ability to access capital markets. To the extent the COVID-19 pandemic adversely affects our business and financial results, it may also have the effect of heightening many of the other risks described in this "Risk Factors" section. Any of the foregoing factors, or other cascading effects of the pandemic that are not currently foreseeable, could adversely impact our business, financial performance and condition, and results of operation.

Our business would be adversely affected if Drivers were classified as employees.

The classification of Drivers is currently being challenged in courts, by legislators and by government agencies in the United States and abroad. We are involved in numerous legal proceedings globally, including putative class and collective class action lawsuits, demands for arbitration, charges and claims before administrative agencies, and investigations or audits by labor, social security, and tax authorities that claim that Drivers should be treated as our employees (or as workers or quasi-employees where those statuses exist), rather than as independent contractors. We believe that Drivers are independent contractors because, among other things, they can choose whether, when, and where to provide services on our platform, are free to provide services on our competitors' platforms, and provide a vehicle to perform services on our platform. Nevertheless, we may not be successful in defending the classification of Drivers in some or all jurisdictions. Furthermore, the costs associated with defending, settling, or resolving pending and future lawsuits (including demands for arbitration) relating to the classification of Drivers have been and may continue to be material to our business. For example, in 2020, we paid $20 million (pursuant to a settlement agreement entered into in 2019) to settle class actions in which Drivers who contracted with us in California and Massachusetts but with whom we had not entered into arbitration agreements, sought damages against us based on misclassification, among other claims.

In addition, more than 100,000 Drivers in the United States who have entered into arbitration agreements with us have filed (or expressed an intention to file) arbitration demands against us that assert similar classification claims. We have resolved the classification claims of a majority of these Drivers under individual settlement agreements, pursuant to which we have paid approximately $155 million as of September 30, 2020. Furthermore, we are involved in numerous legal proceedings regarding the enforceability of arbitration agreements entered into with Drivers. If we are not successful in such proceedings, this could negatively impact the enforceability of arbitration agreements in other legal proceedings, which could have an adverse consequence on our business and financial condition.

Changes to foreign, state, and local laws governing the definition or classification of independent contractors, or judicial decisions regarding independent contractor classification, could require classification of Drivers as employees (or workers or quasi-employees where those statuses exist) and/or representation of Drivers by labor unions. For example, the California Supreme Court's 2018 decision in Dynamex Operations West, Inc. v. Superior Court, which established a new standard for determining employment status in the context of California wage orders, was expanded and codified in California via Assembly Bill 5, which was signed into law in September 2019 and became effective as of January 1, 2020. Government authorities and private plaintiffs have brought litigation asserting that Assembly Bill 5 requires Drivers in California to be classified as employees. For example, in May 2020, the California Attorney General, in conjunction with the city attorneys for San Francisco, Los Angeles and San Diego, filed a complaint in San Francisco Superior Court against Uber and Lyft, alleging that drivers are misclassified, and seeks an injunction and monetary damages related to the alleged competitive advantage caused by the alleged misclassification of drivers. On August 10, 2020, following a hearing on the matter, the San Francisco Superior Court issued a preliminary injunction enjoining Uber and Lyft from classifying drivers as independent contractors during the pendency of the lawsuit. We appealed the decision and sought a stay of the preliminary injunction. On August 20, 2020, the California Court of Appeal granted an emergency stay of the injunction while an expedited appeal of the preliminary injunction decision is considered. On October 22, 2020, the California Court of Appeal affirmed the lower court's ruling and held that we must comply with the preliminary injunction order no later than 30 days after the case is returned to the trial court.

In November 2020, California voters voted on Proposition 22, a California state ballot initiative that provides a framework for drivers that use platforms like ours for independent work. Based on the unofficial results published by the California Secretary of State as of the date of this filing, Proposition 22 has been approved by California voters, which means that the California Attorney General's preliminary injunction will not go into effect and Drivers will be able to maintain their status as independent contractors under California law and we and our competitors will be required to comply with the provisions of Proposition 22. We expect that Proposition 22 will go into effect in the fourth quarter of 2020.

As another example where the classification of Drivers is being challenged, a lawsuit filed in California (Colopy v. Uber Technologies, Inc.) references Assembly Bill 5, and the plaintiff filed a motion for preliminary injunction requesting the court to reclassify him and others similarly situated as employees. The preliminary injunction was denied, but the plaintiff also seeks a permanent injunction. We face similar challenges in other jurisdictions. For example, in July 2020, the Massachusetts Attorney General filed a complaint against Uber and Lyft, alleging that drivers are misclassified, and seeking an injunction. If we do not prevail in current litigation or similar actions that may be brought in the future, we may be required to treat Drivers as employees or make other changes to our business model in certain jurisdictions. If, as a result of legislation or judicial decisions, we are required to classify Drivers as employees, we would incur significant additional expenses for compensating Drivers, including expenses associated with the application of wage and hour laws (including minimum wage, overtime, and meal and rest period requirements), employee benefits, social security contributions, taxes (direct and indirect), and potential penalties. In this case, we anticipate significant price increases for Riders to offset these additional costs; however, we believe that the financial impact to Uber would be moderated by the likelihood of all competitors raising prices. Additionally, we may not have adequate Driver supply as Drivers may opt out of our platform given the loss of flexibility under an employment model, and we may not be able to hire a majority of the Drivers currently using our platform. Further, any such reclassification would require us to fundamentally change our business model, and consequently have an adverse effect on our business, results of operations, financial position and cash flows.

In addition, if we are required to classify Drivers as employees, this may impact our current financial statement presentation including revenue, cost of revenue, incentives and promotions as further described in our significant and critical accounting policies in the section titled "Critical Accounting Policies and Estimates" included in Part I, Item 2 of this Quarterly Report on Form 10-Q and Note 1 in the section titled "Notes to the Consolidated Financial Statements" included in Part I, Item 1 of this Quarterly Report on Form 10-Q as well as our Annual Report on Form 10-K for the year ended December 31, 2019.

We cannot predict whether Assembly Bill 5, or legislation in other jurisdictions, may lead to similar legislation being enacted elsewhere. Other examples of recent judicial decisions relating to Driver classification include the Aslam, Farrar, Hoy and Mithu v. Uber B.V., et al. ruling by the Employment Appeal Tribunal in the United Kingdom that found that Drivers are workers (rather than self-employed), a decision by the French Supreme Court that a driver for a third-party meal delivery service was under a "subordinate relationship" of the service, indicating an employment relationship, a decision by the French Supreme Court that reclassified an UberX Driver as an employee, and decisions by several Swiss governmental bodies ruling that Drivers should be classified as employees for Swiss social security or regulatory purposes. In Razak v. Uber Technologies, Inc., the Third Circuit Court of Appeals vacated and remanded a district court ruling that UberBLACK Drivers in Philadelphia are independent contractors and not employees.

The mobility, delivery, and logistics industries are highly competitive, with well-established and low-cost alternatives that have been available for decades, low barriers to entry, low switching costs, and well-capitalized competitors in nearly every major geographic region. If we are unable to compete effectively in these industries, our business and financial prospects would be adversely impacted.

Our platform provides offerings in the mobility, delivery, and logistics industries. We compete on a global basis, and the markets in which we compete are highly fragmented. We face significant competition in each of the mobility and delivery industries globally and in the logistics industry in the United States and Canada from existing, well-established, and low-cost alternatives, and in the future we expect to face competition from new market entrants given the low barriers to entry that characterize these industries. In addition, within each of these markets, the cost to switch between products is low. Consumers have a propensity to shift to the lowest-cost or highest-quality provider; Drivers have a propensity to shift to the platform with the highest earnings potential; restaurants have a propensity to shift to the delivery platform that offers the lowest service fee for their meals and provides the highest volume of orders; and shippers and carriers have a propensity to shift to the platform with the best price and most convenient service for hauling shipments.

Further, while we work to expand globally and introduce new products and offerings across a range of industries, many of our competitors remain focused on a limited number of products or on a narrow geographic scope, allowing them to develop specialized expertise and employ resources in a more targeted manner than we do. As we and our competitors introduce new products and offerings, and as existing products evolve, we expect to become subject to additional competition. In addition, our competitors may adopt certain of our product features, or may adopt innovations that Drivers, consumers, merchants, shippers, and carriers value more highly than ours, which would render our products less attractive or reduce our ability to differentiate our products. Increased competition could result in, among other things, a reduction of the revenue we generate from the use of our platform, the number of platform users, the frequency of use of our platform, and our margins.

We face competition in each of our offerings, including:

- *Mobility.* Our Rides offering competes with personal vehicle ownership and usage, which accounts for the majority of passenger miles in the markets that we serve, and traditional transportation services, including taxicab companies and taxi-hailing services, and livery services. In addition, public transportation can be a superior substitute to our Rides offering and in many cases, offers a faster and lower-cost travel option in many cities. We also compete with other ridesharing companies, including certain of our minority-owned affiliates, for Drivers and riders, including Lyft, OLA, Didi, Bolt, and our Yandex.Taxi joint venture.
- *Delivery.* Our Eats offering competes with numerous companies in the meal, grocery and other delivery space in various regions for Drivers, consumers, and restaurants, including GrubHub, DoorDash, Deliveroo, Glovo, Rappi, iFood, Delivery Hero, Just Eat Takeaway, Postmates and Amazon. Our Eats offering also competes with restaurants, including those that offer their own delivery and/or take-away (such as Domino's), meal kit delivery services, grocery delivery services, and traditional grocers.
- *Freight.* Our Freight offering competes with global and North American freight brokers such as C.H. Robinson, Total Quality Logistics, XPO Logistics, Convoy, Echo Global Logistics, Coyote, Transfix, DHL, and NEXT Trucking.
- *ATG and Other Technology Programs*. Our ATG and Other Technology Programs segment competes with OEMs and other technology companies in the development of autonomous vehicle technologies and the deployment of autonomous vehicles, including Waymo, Cruise Automation, Tesla, Apple, Zoox (which Amazon has announced it will acquire), Aptiv, Aurora, and Nuro.

In May, 2020, we entered into a commercial partnership with Lime, through which we compete for riders in the bike and scooter space, including Motivate (an affiliate of Lyft), Bird, and Skip in the United States and others abroad.

Many of our competitors are well-capitalized and offer discounted services, Driver incentives, consumer discounts and promotions, innovative products and offerings, and alternative pricing models, which may be more attractive to consumers than those that we offer. Further, some of our current or potential competitors have, and may in the future continue to have, greater resources and access to larger Driver, consumer, merchant, shipper, or carrier bases in a particular geographic market. In addition, our competitors in certain geographic markets enjoy substantial competitive advantages such as greater brand recognition, longer operating histories, larger marketing budgets, better localized knowledge, and more supportive regulatory regimes. As a result, such competitors may be able to respond more quickly and effectively than us in such markets to new or changing opportunities, technologies, consumer preferences, regulations, or standards, which may render our products or offerings less attractive. In addition, future competitors may share in the effective benefit of any regulatory or governmental approvals and litigation victories we may achieve, without having to incur the costs we have incurred to obtain such benefits.

We are contractually restricted from competing with our minority-owned affiliates with respect to certain aspects of our business, including in China through August 2023, Russia/CIS through February 2025, Southeast Asia through the later of March

2023 or one year after we dispose of all interests in Grab, India with respect to meal delivery through January 2023, the United States, Canada, Australia, New Zealand and certain parts of Europe with respect to e-bikes and e-scooters through May 2023, and in the European Economic Area with respect to digital freight forwarding through April 2023, while none of our minority-owned affiliates are restricted from competing with us anywhere in the world. Didi currently competes with us in certain countries in Latin America and in Australia, and in 2018 made significant investments to gain or maintain category position in certain markets in Latin America. In addition, our Yandex.Taxi joint venture currently competes with us in certain countries in Europe and Africa. As Didi and our other minority-owned affiliates continue to expand their businesses, they may in the future compete with us in additional geographic markets. In addition, we are contractually restricted from competing with some of our majority-owned affiliates with respect to certain aspects of our business, including competing against Uber Freight with respect to freight brokerage, competing against Cornershop with respect to online grocery delivery, and competing against ATG with respect to the development of autonomous vehicle technologies.

Additionally, if we are unable to obtain regulatory approval of our acquisitions, we may not ultimately consummate the transaction in such jurisdictions where antitrust approval is not obtained. Further, in all or such jurisdictions where antitrust approval has not been granted, we may be required to divest all or part of our of the target company's operations. Any such divestiture could bring additional competition to these markets.

For all of these reasons, we may not be able to compete successfully against our current and future competitors. Our inability to compete effectively would have an adverse effect on, or otherwise harm, our business, financial condition, and operating results.

To remain competitive in certain markets, we have in the past lowered, are currently lowering, and may continue to lower, fares or service fees, and we have in the past offered, and may continue to offer, significant Driver incentives and consumer discounts and promotions, which has adversely affected and may continue to adversely affect our financial performance.

To remain competitive in certain markets and generate network scale and liquidity, we have in the past lowered, and expect in the future to continue to lower, fares or service fees, and we have offered and expect to continue to offer significant Driver incentives and consumer discounts and promotions. At times, in certain geographic markets, we have offered, and expect to continue to offer, Driver incentives that cause the total amount of the fare that a Driver retains, combined with the Driver incentives a Driver receives from us, to increase, at times meeting or exceeding the amount of Gross Bookings we generate for a given Trip. In certain geographic markets and regions, we do not have a leading category position, which may result in us choosing to further increase the amount of Driver incentives and consumer discounts and promotions that we offer in those geographic markets and regions. We cannot assure you that offering such Driver incentives and consumer discounts and promotions will be successful. Driver incentives, consumer discounts, promotions, and reductions in fares and our service fee have negatively affected, and will continue to negatively affect, our financial performance. Additionally, we rely on pricing models to calculate consumer fares and Driver earnings, which have been modified over time and will likely in the future be modified, and pricing models at times vary based upon jurisdiction. We cannot assure you that our pricing models or strategies will be successful in attracting consumers and Drivers. For example, recent changes we have made in California to the information that Drivers see in the application, as well as pricing and offer structure changes, have adversely impacted usage of the application. If we are unable to successfully manage these and similar kinds of changes in the future, our business may be adversely impacted.

The markets in which we compete have attracted significant investments from a wide range of funding sources, and we anticipate that many of our competitors will continue to be highly capitalized. Moreover, certain of our stockholders, including SoftBank (our largest stockholder), have made substantial investments in certain of our competitors and may increase such investments, make new investments in other competitors, or enter into strategic transactions with competitors in the future. These investments or strategic transactions, along with other competitive advantages discussed above, may allow our competitors to compete more effectively against us and continue to lower their prices, offer Driver incentives or consumer discounts and promotions, or otherwise attract Drivers, consumers, merchants, shippers, and carriers to their platform and away from ours. Such competitive pressures may lead us to maintain or lower fares or service fees or maintain or increase our Driver incentives and consumer discounts and promotions. Ridesharing and other categories in which we compete are nascent, and we cannot guarantee that they will stabilize at a competitive equilibrium that will allow us to achieve profitability.

We have incurred significant losses since inception, including in the United States and other major markets. We expect our operating expenses to increase significantly in the foreseeable future, and we may not achieve profitability.

We have incurred significant losses since inception. We incurred operating losses of $3.0 billion and $8.6 billion in the years ended December 31, 2018 and 2019, and as of September 30, 2020, we had an accumulated deficit of $22.2 billion. We will need to generate and sustain increased revenue levels and decrease proportionate expenses in future periods to achieve profitability in many of our largest markets, including in the United States, and even if we do, we may not be able to maintain or increase profitability. We anticipate that we will continue to incur losses in the near term as a result of expected substantial increases in our operating expenses, as we continue to invest in order to: increase the number of Drivers, consumers, merchants, shippers, and carriers using our platform through incentives, discounts, and promotions; expand within existing or into new markets; increase our research and development expenses; invest in ATG and Other Technology Programs; expand marketing channels and operations;

hire additional employees; and add new products and offerings to our platform. These efforts may prove more expensive than we anticipate, and we may not succeed in increasing our revenue sufficiently to offset these expenses. Many of our efforts to generate revenue are new and unproven, and any failure to adequately increase revenue or contain the related costs could prevent us from attaining or increasing profitability. In addition, we sometimes introduce new products that we expect to add value to our overall platform and network but which we expect will generate lower Gross Bookings per Trip or a lower Take Rate. Further, we charge a lower service fee to certain of our largest chain restaurant partners on our Eats offering to grow the number of Eats consumers, which may at times result in a negative take rate with respect to those transactions after considering amounts collected from consumers and paid to Drivers. As we expand our offerings to additional cities, our offerings in these cities may be less profitable than the markets in which we currently operate. As such, we may not be able to achieve or maintain profitability in the near term, in accordance with our expectations, or at all. Additionally, we may not realize the operating efficiencies we expect to achieve as a result of our acquisition of Careem and may continue to incur significant operating losses in the Middle East, North Africa, and Pakistan in the future. Even if we do experience operating efficiencies, our operating results may not improve, at least in the near term.

If we are unable to attract or maintain a critical mass of Drivers, consumers, merchants, shippers, and carriers, whether as a result of competition or other factors, our platform will become less appealing to platform users, and our financial results would be adversely impacted.

Our success in a given geographic market significantly depends on our ability to maintain or increase our network scale and liquidity in that geographic market by attracting Drivers, consumers, merchants, shippers, and carriers to our platform. If Drivers choose not to offer their services through our platform, or elect to offer them through a competitor's platform, we may lack a sufficient supply of Drivers to attract consumers and merchants to our platform. We have experienced and expect to continue to experience Driver supply constraints in most geographic markets in which we operate. To the extent that we experience Driver supply constraints in a given market, we may need to increase or may not be able to reduce the Driver incentives that we offer without adversely affecting the liquidity network effect that we experience in that market. Similarly, if carriers choose not to offer their services through our platform or elect to use other freight brokers, we may lack a sufficient supply of carriers in specific geographic markets to attract shippers to our platform. Furthermore, if restaurants choose to partner with other meal delivery services in a specific geographic market, or if merchants choose to engage exclusively with our competitors, other merchant marketing websites, or other delivery services, we may lack a sufficient variety and supply of restaurant options, or lack access to the most popular restaurants, such that our Eats offering will become less appealing to consumers and restaurants. A significant amount of our Delivery Gross Bookings come from a limited number of large restaurant groups, and this concentration increases the risk of fluctuations in our operating results and our sensitivity to any material adverse developments experienced by our significant restaurant partners. If platform users choose to use other ridesharing, meal delivery, or logistics services, we may lack sufficient opportunities for Drivers to earn a fare, carriers to book a shipment, or restaurants to provide a meal, which may reduce the perceived utility of our platform. An insufficient supply of platform users would decrease our network liquidity and adversely affect our revenue and financial results. Although we may benefit from having larger network scale and liquidity than some competitors, those network effects may not result in competitive advantages or may be overcome by smaller competitors. Maintaining a balance between supply and demand for rides in any given area at any given time and our ability to execute operationally may be more important to service quality than the absolute size of the network. If our service quality diminishes or our competitors' products achieve greater market adoption, our competitors may be able to grow at a quicker rate than we do and may diminish our network effect.

Our number of platform users may decline materially or fluctuate as a result of many factors, including, among other things, dissatisfaction with the operation of our platform, the price of fares, meals, and shipments (including a reduction in incentives), dissatisfaction with the quality of service provided by the Drivers and merchants on our platform, quality of platform user support, dissatisfaction with the restaurant selection on Eats, negative publicity related to our brand, including as a result of safety incidents and corporate reporting related to safety, perceived political or geopolitical affiliations, a pandemic or an outbreak of disease or similar public health concern, such as the current COVID-19 pandemic, or fear of such an event, treatment of Drivers, perception of a toxic work culture, perception that our culture has not fundamentally changed, dissatisfaction with changes we make to our products and offerings, or dissatisfaction with our products and offerings in general. For example, in January 2017, a backlash against us in response to accusations that we intended to profit from a protest against an executive order banning certain refugees and immigrants from entering the United States spurred #DeleteUber, a social media campaign that encouraged platform users to delete our app and cease use of our platform. As a result of the #DeleteUber campaign, hundreds of thousands of consumers stopped using our platform within days of the campaign. In addition, if we are unable to provide high-quality support to platform users or respond to reported incidents, including safety incidents, in a timely and acceptable manner, our ability to attract and retain platform users could be adversely affected. If Drivers, consumers, merchants, shippers, and carriers do not establish or maintain active accounts with us, if a campaign similar to #DeleteUber occurs, if we fail to provide high-quality support, or if we cannot otherwise attract and retain a large number of Drivers, consumers, merchants, shippers, and carriers, our revenue would decline, and our business would suffer.

The number of Drivers and merchants on our platform could decline or fluctuate as a result of a number of factors, including Drivers ceasing to provide their services through our platform, passage or enforcement of local laws limiting our products and offerings, the low switching costs between competitor platforms or services, and dissatisfaction with our brand or reputation, pricing models (including potential reductions in incentives), ability to prevent safety incidents, or other aspects of our business. While we aim to provide an earnings opportunity comparable to that available in retail, wholesale, or merchant services or other similar work, we continue to experience dissatisfaction with our platform from a significant number of Drivers. In particular, as we aim to reduce Driver incentives to improve our financial performance, we expect Driver dissatisfaction will generally increase.

Often, we are forced to make tradeoffs between the satisfaction of various platform users, as a change that one category of users views as positive will likely be viewed as negative to another category of users. We also take certain measures to protect against fraud, help increase safety, and prevent privacy and security breaches, including terminating access to our platform for users with low ratings or reported incidents, and imposing certain qualifications for Drivers and merchants, which may damage our relationships with platform users or discourage or diminish their use of our platform. Further, we are investing in our autonomous vehicle strategy, which may add to Driver dissatisfaction over time, as it may reduce the need for Drivers. Driver dissatisfaction has in the past resulted in protests by Drivers in various regions, including India, the United Kingdom, and the United States. Such protests have resulted, and any future protests may result, in interruptions to our business. Continued Driver dissatisfaction may also result in a decline in our number of platform users, which would reduce our network liquidity, and which in turn may cause a further decline in platform usage. Any decline in the number of Drivers, consumers, merchants, shippers, or carriers using our platform would reduce the value of our network and would harm our future operating results.

In addition, changes in Driver qualification and background-check requirements may increase our costs and reduce our ability to onboard additional Drivers to our platform. Our Driver qualification and background check process varies by jurisdiction, and there have been allegations, including from regulators, legislators, prosecutors, taxicab owners, and consumers, that our background check process is insufficient or inadequate. With respect to Drivers who are only eligible to make deliveries through Delivery, our qualification and background check standards are generally less extensive than the standards for Drivers who are eligible to provide rides through our Mobility products. Legislators and regulators may pass laws or adopt regulations in the future requiring Drivers to undergo a materially different type of qualification, screening, or background check process, or that limit our ability to access information used in the background check process in an efficient manner, which could be costly and time-consuming. Required changes in the qualification, screening, and background check process (including, with respect to our acquisition of Careem, any changes to such processes of Careem) could also reduce the number of Drivers in those markets or extend the time required to recruit new Drivers to our platform, which would adversely impact our business and growth. Furthermore, we rely on a single background-check provider in certain jurisdictions, and we may not be able to arrange for adequate background checks from a different provider on commercially reasonable terms or at all. The failure of this provider to provide background checks on a timely basis would result in our inability to onboard new Drivers or retain existing Drivers undergoing periodic background checks that are required to continue using our platform.

Our workplace culture and forward-leaning approach created operational, compliance, and cultural challenges, and a failure to address these challenges would adversely impact our business, financial condition, operating results, and prospects.

Our workplace culture and forward-leaning approach created significant operational and cultural challenges that have in the past harmed, and may in the future continue to harm, our business results and financial condition. Our focus on aggressive growth and intense competition, and our prior failure to prioritize compliance, has led to increased regulatory scrutiny globally. Changes in our company's cultural norms and composition of our leadership team, together with our ongoing commitment to address and resolve our historical cultural and compliance problems and promote transparency and collaboration, may not be successful, and regulators may continue to perceive us negatively, which would adversely impact our business, financial condition, operating results, and prospects.

Our workplace culture also created a lack of transparency internally, which has resulted in siloed teams that lack coordination and knowledge sharing, causing misalignment and inefficiencies in operational and strategic objectives. Although we have embraced a culture of enhanced transparency under our new management, these efforts may not be successful. Furthermore, many of our regional operations are not centrally managed, such that key policies may not be adequately communicated or managed to achieve consistent business objectives across functions and regions. Although we have reorganized some of our teams to address such issues, such reorganizations may not be successful in aligning operational or strategic objectives across our company.

Maintaining and enhancing our brand and reputation is critical to our business prospects. We have previously received significant media coverage and negative publicity, particularly in 2017, regarding our brand and reputation, and failure to rehabilitate our brand and reputation will cause our business to suffer.

Maintaining and enhancing our brand and reputation is critical to our ability to attract new employees and platform users, to preserve and deepen the engagement of our existing employees and platform users, and to mitigate legislative or regulatory scrutiny, litigation, government investigations, and adverse platform user sentiment.

We have previously received a high degree of negative media coverage around the world, which has adversely affected our brand and reputation and fueled distrust of our company. In 2017, the #DeleteUber campaign prompted hundreds of thousands of consumers to stop using our platform within days. Subsequently, our reputation was further harmed when an employee published a blog post alleging, among other things, that we had a toxic culture and that certain sexual harassment and discriminatory practices occurred in our workplace. Shortly thereafter, we had a number of highly publicized events and allegations, including investigations related to a software tool allegedly designed to evade and deceive authorities, a high-profile lawsuit filed against us by Waymo, and our disclosure of a data security breach. These events and the public response to such events, as well as other negative publicity we have faced in recent years, have adversely affected our brand and reputation, which makes it difficult for us to attract and retain platform users, reduces confidence in and use of our products and offerings, invites legislative and regulatory scrutiny, and results in litigation and governmental investigations. Concurrently with and after these events, our competitors raised additional capital, increased their investments in certain markets, and improved their category positions and market shares, and may continue to do so.

In 2019, we released a safety report, which provides the public with data related to reports of sexual assaults and other critical safety incidents claimed to have occurred on our platform in the United States. The continuing public responses to this safety report or similar public reporting of safety incidents claimed to have occurred on our platform, which may include disclosure of reports provided to regulators and other government authorities, may continue to result in positive and negative media coverage and increased regulatory scrutiny and could adversely affect our reputation with platform users. Further unfavorable media coverage and negative publicity could adversely impact our financial results and future prospects. As our platform continues to scale and becomes increasingly interconnected, resulting in increased media coverage and public awareness of our brand, future damage to our brand and reputation could have an amplified effect on our various platform offerings. Additionally, with respect to our acquisition of Careem, the Careem brand and its apps will continue to operate in parallel with our brand and apps, and any damage or reputational harm to the Careem brand could adversely impact our brand and reputation.

Our brand and reputation might also be harmed by events outside of our control. For example, we faced negative press related to suicides of taxi drivers in New York City reportedly related to the impact of ridesharing on the taxi cab industry. In addition, we have licensed our brand to Didi in China, to our Yandex.Taxi joint venture in Russia/CIS, and to Zomato in India, and while we have certain contractual protections in place governing the use of our brand by these companies, we do not control these businesses, we are not able to anticipate their actions, and consumers may not be aware that these service providers are not controlled by us. Furthermore, if Drivers, merchants, or carriers provide diminished quality of service, are involved in incidents regarding safety or privacy, engage in malfeasance, or otherwise violate the law, we may receive unfavorable press coverage and our reputation and business may be harmed. As a result, any of these third parties could take actions that result in harm to our brand, reputation, and consequently our business.

While we have taken significant steps to rehabilitate our brand and reputation, the successful rehabilitation of our brand will depend largely on maintaining a good reputation, minimizing the number of safety incidents, improving our culture and workplace practices, improving our compliance programs, maintaining a high quality of service and ethical behavior, and continuing our marketing and public relations efforts. Our brand promotion, reputation building, and media strategies have involved significant costs and may not be successful. We anticipate that other competitors and potential competitors will expand their offerings, which will make maintaining and enhancing our reputation and brand increasingly more difficult and expensive. If we fail to successfully rehabilitate our brand in the current or future competitive environment or if events similar to those that occurred in 2017 occur in the future, our brand and reputation would be further damaged and our business may suffer.

Our workforce and operations have grown substantially since our inception and we have implemented several reductions in workforce in 2019 and 2020. If we are unable to optimize our organizational structure or effectively manage our growth or any reductions in workforce, our financial performance and future prospects will be adversely affected.

Since our inception, we have experienced rapid growth in the United States and internationally. This expansion increases the complexity of our business and has placed, and will continue to place, significant strain on our management, personnel, operations, systems, technical performance, financial resources, and internal financial control and reporting functions. We may not be able to manage our growth effectively, which could damage our reputation and negatively affect our operating results.

As our operations have expanded, we have grown from 159 employees as of December 31, 2012 to approximately 21,600 global employees as of September 30, 2020, of whom approximately 12,400 were located outside the United States. We expect the total number of our employees located outside the United States to increase as we expand globally. Properly managing our growth will require us to continue to hire, train, and manage qualified employees and staff, including engineers, operations personnel, financial and accounting staff, and sales and marketing staff, and to improve and maintain our technology. If our new hires perform poorly, if we are unsuccessful in hiring, training, managing, and integrating these new employees and staff, or if we are not successful in retaining our existing employees and staff, our business may be harmed. Moreover, in order to optimize our organizational structure, we have implemented several reductions in workforce and restructurings, including in response to the COVID-19 pandemic and its impact on our business, and may in the future implement other reductions in workforce. Any

reduction in workforce or restructuring may yield unintended consequences and costs, such as attrition beyond the intended reduction in workforce, the distraction of employees, reduced employee morale and could adversely affect our reputation as an employer, which could make it more difficult for us to hire new employees in the future and increase the risk that we may not achieve the anticipated benefits from the reduction in workforce. Properly managing our growth or any reductions in workforce will require us to establish consistent policies across regions and functions, and a failure to do so could likewise harm our business.

Our failure to upgrade our technology or network infrastructure effectively to support our growth could result in unanticipated system disruptions, slow response times, or poor experiences for Drivers, consumers, merchants, shippers, and carriers. To manage the growth of our operations and personnel and improve the technology that supports our business operations, as well as our financial and management systems, disclosure controls and procedures, and internal controls over financial reporting, we will be required to commit substantial financial, operational, and technical resources. In particular, we will need to improve our transaction processing and reporting, operational, and financial systems, procedures, and controls. For example, due to our significant growth, especially with respect to our high-growth emerging offerings like Eats and Freight, we face challenges in timely and appropriately designing controls in response to evolving risks of material misstatement. These improvements will be particularly challenging when we acquire new businesses with different systems, such as Careem, Routematch, Cornershop and our proposed acquisition of Postmates. Our current and planned personnel, systems, procedures, and controls may not be adequate to support our future operations. If we are unable to expand our operations and hire additional qualified personnel in an efficient manner, or if our operational technology is insufficient to reliably service Drivers, consumers, merchants, shippers, or carriers, platform user satisfaction will be adversely affected and may cause platform users to switch to our competitors' platforms, which would adversely affect our business, financial condition, and operating results.

Our organizational structure is complex and will continue to grow as we add additional Drivers, consumers, merchants, carriers, shippers, employees, products and offerings, and technologies, and as we continue to expand globally. We will need to improve our operational, financial, and management controls as well as our reporting systems and procedures to support the growth of our organizational structure. We will require capital and management resources to grow and mature in these areas. If we are unable to effectively manage the growth of our business, the quality of our platform may suffer, and we may be unable to address competitive challenges, which would adversely affect our overall business, operations, and financial condition.

If platform users engage in, or are subject to, criminal, violent, inappropriate, or dangerous activity that results in major safety incidents, our ability to attract and retain Drivers, consumers, merchants, shippers, and carriers may be harmed, which could have an adverse impact on our reputation, business, financial condition, and operating results.

We are not able to control or predict the actions of platform users and third parties, either during their use of our platform or otherwise, and we may be unable to protect or provide a safe environment for Drivers and consumers as a result of certain actions by Drivers, consumers, merchants, carriers, and third parties. Such actions may result in injuries, property damage, or loss of life for consumers and third parties, or business interruption, brand and reputational damage, or significant liabilities for us. Although we administer certain qualification processes for users of our platform, including background checks on Drivers through third-party service providers, these qualification processes and background checks may not expose all potentially relevant information and are limited in certain jurisdictions according to national and local laws, and our third-party service providers may fail to conduct such background checks adequately or disclose information that could be relevant to a determination of eligibility. Further, the qualification and background check standards for Eats Delivery People are generally less extensive than those conducted for Mobility Drivers. In addition, we do not independently test Drivers' driving skills. Consequently, we expect to continue to receive complaints from riders and other consumers, as well as actual or threatened legal action against us related to Driver conduct. We have also faced civil litigation alleging, among other things, inadequate Driver qualification processes and background checks, and general misrepresentations regarding the safety of our platform.

If Drivers or carriers, or individuals impersonating Drivers or carriers, engage in criminal activity, misconduct, or inappropriate conduct or use our platform as a conduit for criminal activity, consumers and shippers may not consider our products and offerings safe, and we may receive negative press coverage as a result of our business relationship with such Driver or carrier, which would adversely impact our brand, reputation, and business. There have been numerous incidents and allegations worldwide of Drivers, or individuals impersonating Drivers, sexually assaulting, abusing, kidnapping and/or fatally injuring consumers, or otherwise engaging in criminal activity while using our platform or claiming to use our platform. Furthermore, if consumers engage in criminal activity or misconduct while using our platform, Drivers and merchants may be unwilling to continue using our platform. In addition, certain regions where we operate have high rates of violent crime, which has impacted Drivers and consumers in those regions. For example, in Latin America, there have been numerous and increasing reports of Drivers and consumers being victimized by violent crime, such as armed robbery, violent assault, and rape, while taking or providing a trip on our platform. If other criminal, inappropriate, or other negative incidents occur due to the conduct of platform users or third parties, our ability to attract platform users may be harmed, and our business and financial results could be adversely affected.

Public reporting or disclosure of reported safety information, including information about safety incidents reportedly occurring on or related to our platform, whether generated by us or third parties such as media or regulators, may adversely impact our

business and financial results.

Further, we may be subject to claims of significant liability based on traffic accidents, deaths, injuries, or other incidents that are caused by Drivers, consumers, or third parties while using our platform, or even when Drivers, consumers, or third parties are not actively using our platform. On a smaller scale, we may face litigation related to claims by Drivers for the actions of consumers or third parties. Our auto liability and general liability insurance policies may not cover all potential claims to which we are exposed, and may not be adequate to indemnify us for all liability. These incidents may subject us to liability and negative publicity, which would increase our operating costs and adversely affect our business, operating results, and future prospects. Even if these claims do not result in liability, we will incur significant costs in investigating and defending against them. As we expand our products and offerings, such as Freight, this insurance risk will grow.

We are making substantial investments in new offerings and technologies, and may increase such investments in the future. These new ventures are inherently risky, and we may never realize any expected benefits from them.

We have made substantial investments to develop new offerings and technologies, including autonomous vehicle technologies, Freight, and Uber Elevate, and we intend to continue investing significant resources in developing new technologies, tools, features, services, products and offerings. For example, we believe that autonomous vehicles will be an important part of our offerings over the long term, and in 2019, we incurred approximately $960 million of research and development expenses for our ATG and Other Technology Programs initiatives. We may increase our investments in these new initiatives in the near term. Additionally, we plan to invest significant resources to develop and expand new offerings and technologies in the markets in which Careem operates. If we do not spend our development budget efficiently or effectively on commercially successful and innovative technologies, we may not realize the expected benefits of our strategy. Our new initiatives also have a high degree of risk, as each involves nascent industries and unproven business strategies and technologies with which we have limited or no prior development or operating experience. Because such offerings and technologies are new, they will likely involve claims and liabilities (including, but not limited to, personal injury claims), expenses, regulatory challenges, and other risks, some of which we do not currently anticipate. For example, we discontinued certain products, such as Xchange Leasing, our vehicle leasing business in the United States because we failed to operate it efficiently.

There can be no assurance that consumer demand for such initiatives will exist or be sustained at the levels that we anticipate, or that any of these initiatives will gain sufficient traction or market acceptance to generate sufficient revenue to offset any new expenses or liabilities associated with these new investments. It is also possible that products and offerings developed by others will render our products and offerings noncompetitive or obsolete. Further, our development efforts with respect to new products, offerings and technologies could distract management from current operations, and will divert capital and other resources from our more established products, offerings and technologies. Even if we are successful in developing new products, offerings or technologies, regulatory authorities may subject us to new rules or restrictions in response to our innovations that could increase our expenses or prevent us from successfully commercializing new products, offerings or technologies. If we do not realize the expected benefits of our investments, our business, financial condition, operating results, and prospects may be harmed.

Our business is substantially dependent on operations outside the United States, including those in markets in which we have limited experience, and if we are unable to manage the risks presented by our business model internationally, our financial results and future prospects will be adversely impacted.

As of September 30, 2020, we operated in 68 countries, and markets outside the United States accounted for approximately 80% of all Trips. We have limited experience operating in many jurisdictions outside of the United States and have made, and expect to continue to make, significant investments to expand our international operations and compete with local competitors. For example, in January 2020, we completed our acquisition of Careem in jurisdictions where we have received regulatory approval, and in October 2019, we announced a majority investment in Cornershop, a provider of online grocery delivery in Mexico and Chile, and closed such investment as to Chile in July 2020. Such investments may not be successful and may negatively affect our operating results.

Conducting our business internationally, particularly in countries in which we have limited experience, subjects us to risks that we do not face to the same degree in the United States. These risks include, among others:

- operational and compliance challenges caused by distance, language, and cultural differences;
- the resources required to localize our business, which requires the translation of our mobile app and website into foreign languages and the adaptation of our operations to local practices, laws, and regulations and any changes in such practices, laws, and regulations;
- laws and regulations more restrictive than those in the United States, including laws governing competition, pricing, payment methods, Internet activities, transportation services (such as taxis and vehicles for hire), transportation network companies (such as ridesharing), logistics services, payment processing and payment gateways, real estate tenancy laws, tax and social security laws, employment and labor laws, driver screening and background checks,

licensing regulations, email messaging, privacy, location services, collection, use, processing, or sharing of personal information, ownership of intellectual property, and other activities important to our business;

- competition with companies or other services (such as taxis or vehicles for hire) that understand local markets better than we do, that have pre-existing relationships with potential platform users in those markets, or that are favored by government or regulatory authorities in those markets;
- differing levels of social acceptance of our brand, products, and offerings;
- differing levels of technological compatibility with our platform;
- exposure to business cultures in which improper business practices may be prevalent;
- legal uncertainty regarding our liability for the actions of platform users and third parties, including uncertainty resulting from unique local laws or a lack of clear legal precedent;
- difficulties in managing, growing, and staffing international operations, including in countries in which foreign employees may become part of labor unions, employee representative bodies, or collective bargaining agreements, and challenges relating to work stoppages or slowdowns;
- fluctuations in currency exchange rates;
- managing operations in markets in which cash transactions are favored over credit or debit cards;
- regulations governing the control of local currencies that impact our ability to collect fares on behalf of Drivers and remit those funds to Drivers in the same currencies, as well as higher levels of credit risk and payment fraud;
- adverse tax consequences, including the complexities of foreign value added tax systems, and restrictions on the repatriation of earnings;
- increased financial accounting and reporting burdens, and complexities associated with implementing and maintaining adequate internal controls;
- difficulties in implementing and maintaining the financial systems and processes needed to enable compliance across multiple offerings and jurisdictions;
- import and export restrictions and changes in trade regulation;
- political, social, and economic instability abroad, terrorist attacks and security concerns in general, and societal crime conditions that can directly impact platform users;
- public health concerns or emergencies, such as the current COVID-19 pandemic and other highly communicable diseases or viruses, outbreaks of which have from time to time occurred in various parts of the world in which we operate; and
- reduced or varied protection for intellectual property rights in some markets.

These risks could adversely affect our international operations, which could in turn adversely affect our business, financial condition, and operating results.

We have limited influence over our minority-owned affiliates, which subjects us to substantial risks, including potential loss of value.

Our growth strategy has included the restructuring of our business and assets in certain jurisdictions by partnering with and investing in local ridesharing and meal delivery companies to participate in those markets rather than operate in those markets independently. As a result, a significant portion of our assets includes minority ownership positions in each of Didi, Grab, our Yandex.Taxi joint venture, Lime and Zomato. Each of Didi, Grab and our Yandex.Taxi joint venture operates ridesharing, meal delivery, and related logistics businesses in their primary markets in China, Southeast Asia, and Russia/CIS, respectively, Lime operates an e-bikes and e-scooters in the United States, Canada and parts of Europe, Asia, Latin America, Australia and New Zealand, and Zomato operates a meal delivery business in India.

Our ownership in these entities involves significant risks that are outside our control. We are not represented on the management team or board of directors of Didi or Zomato, and therefore we do not participate in the day-to-day management of Didi or Zomato or the actions taken by the board of directors of Didi and Zomato. We are not represented on the management teams of Grab or our Yandex.Taxi joint venture, and therefore do not participate in the day-to-day management of Grab or our Yandex.Taxi joint venture. Although we are represented on each of the boards of directors of Grab, our Yandex.Taxi joint venture and Lime, we do not have a controlling influence on those boards, other than with respect to certain approval rights over material corporate actions. As a result, the boards of directors or management teams of these companies may make decisions or take actions

with which we disagree or that may be harmful to the value of our ownership in these companies. Additionally, these companies have expanded their offerings, and we expect them to continue to expand their offerings in the future, to compete with us in various markets throughout the world such as in certain countries in Latin America and in Australia where we compete with Didi and certain countries in Europe where we compete with our Yandex.Taxi joint venture. While this could enhance the value of our ownership interest in these companies, our business, financial condition, operating results, and prospects would be adversely affected by such expansion into markets in which we operate.

Any material decline in the business of these entities would adversely affect the value of our assets and our financial results. Furthermore, the value of these assets is based in part on the market valuations of these entities, and weakened financial markets have adversely affected, and may in the future adversely affect such valuations. These positions could expose us to risks, litigation, and unknown liabilities because, among other things, these companies have limited operating histories in an evolving industry and may have less predictable operating results; are privately owned and, as a result, limited public information is available and we may not learn all the material information regarding these businesses; are domiciled and operate in countries with particular economic, tax, political, legal, safety, regulatory and public health risks, including the extent of the impact of the COVID-19 pandemic on their business; depend on the management talents and efforts of a small group of individuals, and, as a result, the death, disability, resignation, or termination of one or more of these individuals could have an adverse effect on the relevant company's operations; and will likely require substantial additional capital to support their operations and expansion and to maintain their competitive positions. Any of these risks could materially affect the value of our assets, which could have an adverse effect on our business, financial condition, operating results, or the trading price of our common stock.

Further, we are contractually limited in our ability to sell or transfer these assets. Until February 2021, we are prohibited from transferring any shares in our Yandex.Taxi joint venture without the consent of Yandex, and for a period of time thereafter any transfer is subject to a right of first refusal in favor of Yandex. While we are not prohibited from transferring our shares in Didi or Grab, the transferability of such shares are subject to both a right of first refusal and a co-sale right in favor of certain shareholders of each of Didi and Grab. There is currently no public market for any of these securities, and there may be no market in the future if and when we decide to sell such assets. Furthermore, we may be required to sell these assets at a time at which we would not be able to realize what we believe to be the long-term value of these assets. For example, if we were deemed an investment company under the Investment Company Act of 1940, as amended (the "Investment Company Act"), we may be required to sell some or all of such assets so that we would not be subject to the requirements of the Investment Company Act. Additionally, we may have to pay significant taxes upon the sale or transfer of these assets. Accordingly, we may never realize the value of these assets relative to the contributions we made to these businesses.

We may experience significant fluctuations in our operating results. If we are unable to achieve or sustain profitability, our prospects would be adversely affected and investors may lose some or all of the value of their investment.

Our operating results may vary significantly and are not necessarily an indication of future performance. These fluctuations may be a result of a variety of factors, some of which are beyond our control, such as the current COVID-19 pandemic. In addition, we experience seasonal fluctuations in our financial results. For Ridesharing, we typically generate higher revenue in our fourth quarter compared to other quarters due in part to fourth quarter holiday and business demand, and typically generate lower revenue in our third quarter compared to other quarters due in part to less usage of our platform during peak vacation season in certain cities, such as Paris. We have typically experienced lower quarter-over-quarter growth in Rides in the first quarter. For Eats, we expect to experience seasonal increases in our revenue in the first and fourth quarters compared to the second and third quarters, although the historical growth of Eats has masked these seasonal fluctuations. Our growth has made, and may in the future make, seasonal fluctuations difficult to detect. We expect these seasonal trends to become more pronounced over time as our growth slows. Other seasonal trends may develop or these existing seasonal trends may become more extreme, which would contribute to fluctuations in our operating results. In addition to seasonality, our operating results may fluctuate as a result of factors including our ability to attract and retain new platform users, increased competition in the markets in which we operate, our ability to expand our operations in new and existing markets, our ability to maintain an adequate growth rate and effectively manage that growth, our ability to keep pace with technological changes in the industries in which we operate, changes in governmental or other regulations affecting our business, harm to our brand or reputation, and other risks described elsewhere in this Quarterly Report on Form 10-Q. As such, we may not accurately forecast our operating results. We base our expense levels and investment plans on estimates, which has become more challenging in light of the COVID-19 pandemic. A significant portion of our expenses and investments are fixed, and we may not be able to adjust our spending quickly enough if our revenue is less than expected, resulting in losses that exceed our expectations. If we are unable to achieve sustained profits, our prospects would be adversely affected and investors may lose some or all of the value of their investment.

If our growth slows more significantly than we currently expect, we may not be able to achieve profitability, which would adversely affect our financial results and future prospects.

Our Gross Bookings, revenue, and Adjusted Net Revenue growth rates (in particular with respect to our Ridesharing products) have slowed in recent periods, and we expect that they will continue to slow in the future. We believe that our growth depends on a

number of factors, including the duration and severity of the COVID-19 pandemic and our ability to:

- grow supply and demand on our platform;
- increase existing platform users' activity on our platform;
- continue to introduce our platform to new markets;
- provide high-quality support to Drivers, consumers, merchants, shippers, and carriers;
- expand our business and increase our market share and category position;
- compete with the products and offerings of, and pricing and incentives offered by, our competitors;
- develop new products, offerings, and technologies;
- identify and acquire or invest in businesses, products, offerings, or technologies that we believe could complement or expand our platform;
- penetrate suburban and rural areas and increase the number of rides taken on our platform outside metropolitan areas;
- reduce the costs of our Rides offering to better compete with personal vehicle ownership and usage and other low-cost alternatives like public transportation, which in many cases can be faster or cheaper than any other form of transportation;
- maintain existing local regulations in key markets where we operate;
- enter or expand operations in some of the key countries in which we are currently limited by local regulations, such as Argentina, Germany, Italy, Japan, South Korea, and Spain; and
- increase positive perception of our brand.

We may not successfully accomplish any of these objectives. A softening of Driver, consumer, merchant, shipper, or carrier demand, whether caused by changes in the preferences of such parties, failure to maintain our brand, changes in the U.S. or global economies, licensing fees in various jurisdictions, competition, or other factors, may result in decreased revenue or growth and our financial results and future prospects would be adversely impacted. We expect to continue to incur significant expenses, and if we cannot increase our revenue at a faster rate than the increase in our expenses, we will not achieve profitability.

We generate a significant percentage of our Gross Bookings from trips in large metropolitan areas and trips to and from airports. If our operations in large metropolitan areas or ability to provide trips to and from airports are negatively affected, our financial results and future prospects would be adversely impacted.

In 2019, we derived 23% of our Mobility Gross Bookings from five metropolitan areas—Chicago, Los Angeles, New York City, and the San Francisco Bay Area in the United States; and London in the United Kingdom. We experience greater competition in large metropolitan areas than we do in other markets in which we operate, which has led us to offer significant Driver incentives and consumer discounts and promotions in these large metropolitan areas. As a result of our geographic concentration, our business and financial results are susceptible to economic, social, weather, and regulatory conditions or other circumstances in each of these large metropolitan areas. Outbreaks of contagious diseases or other viruses, such as COVID-19, could lead to a sustained decline in the desirability of living, working and congregating in metropolitan areas in which we operate. Any short-term or long-term shifts in the travel patterns of consumers away from metropolitan areas, due to health concerns regarding epidemics or pandemics such as COVID-19, could have an adverse impact on our Mobility Gross Bookings from these areas. An economic downturn, increased competition, or regulatory obstacles in any of these key metropolitan areas would adversely affect our business, financial condition, and operating results to a much greater degree than would the occurrence of such events in other areas. In addition, any changes to local laws or regulations within these key metropolitan areas that affect our ability to operate or increase our operating expenses in these markets would have an adverse effect on our business. Furthermore, if we are unable to renew existing licenses or do not receive new licenses in key metropolitan areas where we operate or such licenses are terminated, any inability to operate in such metropolitan area, as well as the publicity concerning any such termination or non-renewal, could adversely affect our business, financial condition, and operating results.

In addition, in August 2018, New York City approved regulations for the local for-hire market (which includes our Ridesharing products), including a cap on the number of new vehicle licenses issued to drivers who offer for-hire services. In December 2018, New York City also established a standard for time and distance designed to target minimum hourly earnings for drivers providing for-hire services in New York City and surrounding areas. These minimum rates took effect in February 2019, and the regulator will update them periodically. We continue to work through adjustments with respect to rider promotions, driver supply, and other aspects of our business in response to these regulations; however, these regulations had a negative impact on our financial performance in New York City throughout 2019 and may have a similar adverse impact in the future. In August 2019, New York City issued a regulation to limit how much time drivers providing ride-hailing services can spend cruising streets in

busy areas of Manhattan without passengers. In December 2019, a New York state judge struck down this regulation, which was to come into effect in February 2020. New York City is appealing this ruling. Additionally, in November 2019, a ballot measure to impose a surcharge on ridesharing trips in San Francisco was approved by voters in San Francisco. This surcharge took effect on January 1, 2020. In addition, other jurisdictions such as Seattle have in the past considered or may consider regulations that would implement minimum wage requirements or permit drivers to negotiate for minimum wages while providing services on our platform. Further, we expect that we will continue to face challenges in penetrating lower-density suburban and rural areas, where our network is smaller and less liquid, the cost of personal vehicle ownership is lower, and personal vehicle ownership is more convenient. If we are not successful in penetrating suburban and rural areas, or if we are unable to operate in certain key metropolitan areas in the future, our ability to serve what we consider to be our total addressable market would be limited, and our business, financial condition, and operating results would suffer.

In 2019, we generated 15% of our Mobility Gross Bookings from trips that either started or were completed at an airport. As a result of this concentration, our operating results are susceptible to existing regulations and regulatory changes that impact the ability of drivers using our platform to provide trips to and from airports. In addition, as a result of the COVID-19 pandemic, travel behavior has changed and airline travel has slowed, reducing the demand for Rides to and from airports. Sustained declines in air travel due to COVID-19, or other travel-related health concerns, could continue to suppress demand for airport-related Rides and reduce our Mobility Gross Bookings from airport trips. Certain airports currently regulate ridesharing within airport boundaries, including by mandating that ridesharing service providers obtain airport-specific licenses, and some airports, particularly those outside the United States, have banned ridesharing operations altogether. Despite such bans, some Drivers continue to provide Rides services, including trips to and from airports, despite lacking the requisite permits. Such actions may result in the imposition of fines or sanctions, including further bans on our ability to operate within airport boundaries, against us or Drivers. Additional bans on our airport operations, or any permitting requirements or instances of non-compliance by Drivers, would significantly disrupt our operations. In addition, if drop-offs or pick-ups of riders become inconvenient because of airport rules or regulations, or more expensive because of airport-imposed fees, the number of Drivers or consumers could decrease, which would adversely affect our business, financial condition, and operating results. While we have entered into agreements with most major U.S. airports as well as certain airports outside the United States to allow the use of our platform within airport boundaries, we cannot guarantee that we will be able to renew such agreements on favorable terms if at all, and we may not be successful in negotiating similar agreements with airports in all jurisdictions.

If we fail to develop and successfully commercialize autonomous vehicle technologies or fail to develop such technologies before our competitors, or if such technologies fail to perform as expected, are inferior to those of our competitors, or are perceived as less safe than those of our competitors or non-autonomous vehicles, our financial performance and prospects would be adversely impacted.

We have invested, and we may continue to invest, substantial amounts in autonomous vehicle technologies. We believe that autonomous vehicle technologies may have the ability to meaningfully impact the industries in which we compete. While we believe that autonomous vehicles present substantial opportunities, the development of such technology is expensive and time-consuming and may not be successful. Several other companies, including Waymo, Cruise Automation, Tesla, Apple, Zoox (which Amazon announced it will acquire), Aptiv, Aurora, and Nuro, are also developing autonomous vehicle technologies, either alone or through collaborations with car manufacturers, and we expect that they will use such technology to further compete with us in the mobility, delivery, or logistics industries. We expect certain competitors to commercialize autonomous vehicle technologies at scale before we do. Waymo has already introduced a commercialized ridehailing fleet of autonomous vehicles, and it is possible that other of our competitors could introduce autonomous vehicle offerings earlier than we will. In the event that our competitors bring autonomous vehicles to market before we do, or their technology is or is perceived to be superior to ours, they may be able to leverage such technology to compete more effectively with us, which would adversely impact our financial performance and our prospects. For example, use of autonomous vehicles could substantially reduce the cost of providing ridesharing, delivery, or logistics services, which could allow competitors to offer such services at a substantially lower price as compared to the price available to consumers on our platform. If a significant number of consumers choose to use our competitors' offerings over ours, our financial performance and prospects would be adversely impacted.

Autonomous vehicle technologies involve significant risks and liabilities. We conduct real-world testing of our autonomous vehicles, which currently includes at least one trained driver in the driver's seat monitoring operations while the vehicle is in autonomous mode. In March 2018, one such test vehicle struck and killed a pedestrian in Tempe, Arizona. Following that incident, we voluntarily suspended public-road testing of our autonomous vehicles for several months. While we continue to implement and monitor a safety risk management system, we cannot assure you that such a system will prevent additional collisions involving our autonomous vehicles. We currently maintain governmental authorization to test vehicles in autonomous mode on public roads in Pennsylvania, and, in February 2020, were issued a permit to test autonomous vehicles on California public roads with a trained driver in the vehicle. Failures of our autonomous vehicle technologies or additional crashes involving autonomous vehicles using our technology could generate substantial liability for us, create negative publicity about us, or result in regulatory scrutiny, all of which would have an adverse effect on our reputation, brand, business, prospects, and operating results.

The development of our autonomous vehicle technologies is highly dependent on internally developed software, as well as on partnerships with third parties such as original equipment manufacturers ("OEMs") and other suppliers, including Toyota and DENSO pursuant to the ATG Collaboration Agreement, and Volvo. We develop and integrate self-driving software into our autonomous vehicle technologies and work with OEMs and other suppliers to develop autonomous vehicle technology hardware. We partner with OEMs that will seek to manufacture vehicles capable of incorporating our autonomous vehicle technologies. The timely development and performance of our autonomous vehicle programs is dependent on the materials, cooperation, and quality delivered by our partners and suppliers. Our dependence on these relationships exposes us to the risk that components manufactured by OEMs or other suppliers could contain defects that would cause our autonomous vehicle technologies to not operate as intended. Further, reliance on these relationships exposes us to risks beyond our control, such as third-party software or manufacturing defects, which would substantially impair our ability to deploy autonomous vehicles. If our autonomous vehicle technologies were to contain design or manufacturing defects that caused such technology to not perform as expected, or if we were unable to deploy autonomous vehicles as a result of manufacturing delays by OEMs, our financial performance and our prospects could be harmed.

Federal and state government regulations specifically designed to govern autonomous vehicle operation, testing and/or manufacture are developing. These regulations could include requirements that significantly delay or narrowly limit the commercialization of autonomous vehicles, limit the number of autonomous vehicles that we can manufacture or use on our platform, or impose significant liabilities on manufacturers or operators of autonomous vehicles or developers of autonomous vehicle technologies. If regulations of this nature are implemented, we may not be able to commercialize our autonomous vehicle technologies in the manner we expect, or at all. Further, if we are unable to comply with existing or new regulations or laws applicable to autonomous vehicles, we could become subject to substantial fines or penalties.

In 2019, SoftBank, Toyota, and DENSO invested an aggregate of $1.0 billion ($400 million from Toyota, $333 million from SoftBank, and $267 million from DENSO) in a newly formed corporate parent entity for ATG. We cannot assure you that the transaction will have the effects that we anticipate.

Our business depends on retaining and attracting high-quality personnel, and continued attrition, future attrition, or unsuccessful succession planning could adversely affect our business.

Our success depends in large part on our ability to attract and retain high-quality management, operations, engineering, and other personnel who are in high demand, are often subject to competing employment offers, and are attractive recruiting targets for our competitors. Challenges related to our culture and workplace practices and negative publicity we experience have in the past led to significant attrition and made it more difficult to attract high-quality employees. Future challenges related to our culture and workplace practices or additional negative publicity could lead to further attrition and difficulty attracting high-quality employees.

Future leadership transitions and management changes may cause uncertainty in, or a disruption to, our business, and may increase the likelihood of senior management or other employee turnover. The loss of qualified executives and employees, or an inability to attract, retain, and motivate high-quality executives and employees required for the planned expansion of our business, may harm our operating results and impair our ability to grow.

In addition, we depend on the continued services and performance of our key personnel, including our Chief Executive Officer Dara Khosrowshahi. We have entered into an employment agreement with Mr. Khosrowshahi, which is at-will and has no specific duration. Recently hired executives may view our business differently than members of our prior management team and, over time, may make changes to our personnel and their responsibilities as well as our strategic focus, operations, or business plans. We may not be able to properly manage any such shift in focus, and any changes to our business may ultimately prove unsuccessful.

In addition, our failure to put in place adequate succession plans for senior and key management roles or the failure of key employees to successfully transition into new roles, for example, as a result of reductions in workforce and organizational changes that we recently implemented, could have an adverse effect on our business and operating results. The unexpected or abrupt departure of one or more of our key personnel and the failure to effectively transfer knowledge and effect smooth key personnel transitions has had and may in the future have an adverse effect on our business resulting from the loss of such person's skills, knowledge of our business, and years of industry experience. If we cannot effectively manage leadership transitions and management changes in the future, our reputation and future business prospects could be adversely affected.

To attract and retain key personnel, we use equity incentives, among other measures. These measures may not be sufficient to attract and retain the personnel we require to operate our business effectively. Additionally, key members of our management team and many of our employees hold RSUs that vested in connection with our IPO, or hold stock options that are or will become exercisable for common stock, which we expect will adversely impact our ability to retain employees. Further, the equity incentives we currently use to attract, retain, and motivate employees may not be as effective as in the past, particularly if the value of the underlying stock does not increase commensurate with expectations or consistent with our historical stock price growth. If we are unable to attract and retain high-quality management and operating personnel, our business, financial condition, and operating results could be adversely affected.

The impact of economic conditions, including the resulting effect on discretionary consumer spending, may harm our business and operating results.

Our performance is subject to economic conditions and their impact on levels of discretionary consumer spending. Some of the factors that have an impact on discretionary consumer spending include general economic conditions, unemployment, consumer debt, reductions in net worth, residential real estate and mortgage markets, taxation, energy prices, interest rates, consumer confidence, and other macroeconomic factors. Consumer preferences tend to shift to lower-cost alternatives during recessionary periods and other periods in which disposable income is adversely affected. In such circumstances, consumers may choose to use one of our lower price-point products, such as UberPOOL, over a higher Gross Bookings per Trip offering, may choose to forgo our offerings for lower-cost personal vehicle or public transportation alternatives, or may reduce total miles traveled as economic activity decreases. Such a shift in consumer behavior may reduce our network liquidity and may harm our business, financial condition, and operating results. Likewise, small businesses that do not have substantial resources, including many of the merchants in our network, tend to be more adversely affected by poor economic conditions than large businesses. Further, because spending for food purchases from restaurants is generally considered discretionary, any decline in consumer spending may have a disproportionate effect on our Eats offering. If spending at many of the merchants in our network declines, or if a significant number of these merchants go out of business, consumers may be less likely to use our products and offerings, which could harm our business and operating results. Alternatively, if economic conditions improve, it could lead to Drivers obtaining additional or alternative opportunities for work, which could negatively impact the number of Drivers on our platform, and thereby reduce our network liquidity.

Increases in fuel, food, labor, energy, and other costs could adversely affect our operating results.

Factors such as inflation, increased fuel prices, and increased vehicle purchase, rental, or maintenance costs may increase the costs incurred by Drivers and carriers when providing services on our platform. Similarly, factors such as inflation, increased food costs, increased labor and employee benefit costs, increased rental costs, and increased energy costs may increase merchant operating costs, particularly in certain international markets, such as Egypt. Many of the factors affecting Driver, merchant, and carrier costs are beyond the control of these parties. In many cases, these increased costs may cause Drivers and carriers to spend less time providing services on our platform or to seek alternative sources of income. Likewise, these increased costs may cause merchants to pass costs on to consumers by increasing prices, which would likely cause order volume to decline, may cause merchants to cease operations altogether, or may cause carriers to pass costs on to shippers, which may cause shipments on our platform to decline. A decreased supply of Drivers, consumers, merchants, shippers, or carriers on our platform would decrease our network liquidity, which could harm our business and operating results.

We will require additional capital to support the growth of our business, and this capital might not be available on reasonable terms or at all.

To continue to effectively compete, we will require additional funds to support the growth of our business and allow us to invest in new products, offerings, and markets. In particular, autonomous vehicle development efforts are capital and operations intensive. While we closed a $1.0 billion investment in ATG from Softbank, Toyota and DENSO in 2019, we will likely require additional capital to expand these products or continue these development efforts. If we raise additional funds through further issuances of equity or convertible debt securities, our existing stockholders may suffer significant dilution, and any new equity securities we issue may have rights, preferences, and privileges superior to those of existing stockholders. Certain of our existing debt instruments contain, and any debt financing we secure in the future could contain, restrictive covenants relating to our ability to incur additional indebtedness and other financial and operational matters that make it more difficult for us to obtain additional capital with which to pursue business opportunities. For example, our existing debt instruments contain significant restrictions on our ability to incur additional secured indebtedness. We may not be able to obtain additional financing on favorable terms, if at all. If we are unable to obtain adequate financing or financing on terms satisfactory to us when required, our ability to continue to support our business growth and to respond to business challenges and competition may be significantly limited.

If we experience security or privacy breaches or other unauthorized or improper access to, use of, disclosure of, alteration of or destruction of our proprietary or confidential data, employee data, or platform user data, we may face loss of revenue, harm to our brand, business disruption, and significant liabilities.

We collect, use, and process a variety of personal data, such as email addresses, mobile phone numbers, profile photos, location information, drivers' license numbers and Social Security numbers of Drivers, consumer payment card information, and Driver and merchant bank account information. As such, we are an attractive target of data security attacks by third parties. Any failure to prevent or mitigate security breaches or improper access to, or use, acquisition, disclosure, alteration or destruction of, any such data could result in significant liability and a material loss of revenue resulting from the adverse impact on our reputation and brand, a diminished ability to retain or attract new platform users, and disruption to our business. We rely on third-party service providers to host or otherwise process some of our data and that of platform users, and any failure by such third party to prevent or mitigate security breaches or improper access to, or use, acquisition, disclosure, alteration, or destruction of, such information could have similar adverse consequences for us.

Because the techniques used to obtain unauthorized access, disable or degrade services, or sabotage systems change frequently and are often unrecognizable until launched against a target, we may be unable to anticipate these techniques and implement adequate preventative measures. Our servers and platform may be vulnerable to computer viruses or physical or electronic break-ins that our security measures may not detect. Individuals able to circumvent our security measures may misappropriate confidential, proprietary, or personal information held by or on behalf of us, disrupt our operations, damage our computers, or otherwise damage our business. In addition, we may need to expend significant resources to protect against security breaches or mitigate the impact of any such breaches, including potential liability that may not be limited to the amounts covered by our insurance.

Security breaches could also expose us to liability under various laws and regulations across jurisdictions and increase the risk of litigation and governmental investigation. We have been subject to security and privacy incidents in the past and may be again in the future. For example, in May 2014, we experienced a data security incident in which an outside actor gained access to certain personal information belonging to Drivers through an access key written into code that an employee had unintentionally posted publicly on a code-sharing website used by software developers (the "2014 Breach"). In October and November of 2016, outside actors downloaded the personal data of approximately 57 million Drivers and consumers worldwide (the "2016 Breach"). The accessed data included the names, email addresses, mobile phone numbers, and drivers' license numbers of approximately 600,000 Drivers, among other information. For further information on this incident, see the risk factors titled "—We currently are subject to a number of inquiries, investigations, and requests for information from the DOJ, the SEC and other U.S. and foreign government agencies, the adverse outcomes of which could harm our business" and "—We face risks related to our collection, use, transfer, disclosure, and other processing of data, which could result in investigations, inquiries, litigation, fines, legislative, and regulatory action, and negative press about our privacy and data protection practices," below. As we expand our operations, we may also assume liabilities for breaches experienced by the companies we acquire. For example, in April 2018, Careem publicly disclosed and notified relevant regulatory authorities that it had been subject to a data security breach that allowed access to certain personal information of riders and drivers on its platform, as of January 14, 2018. If Careem becomes subject to liability as a result of this or other data security breaches, or if we fail to remediate this or any other data security breach that Careem or we experience, we may face harm to our brand, business disruption, and significant liabilities.

If we are unable to successfully introduce new or upgraded products, offerings, or features for Drivers, consumers, merchants, shippers, and carriers, we may fail to retain and attract such users to our platform and our operating results would be adversely affected.

To continue to retain and attract Drivers, consumers, merchants, shippers, and carriers to our platform, we will need to continue to invest in the development of new products, offerings, and features that add value for Drivers, consumers, merchants, shippers, and carriers and that differentiate us from our competitors. For example, in 2018, we redesigned our Driver application with features that better anticipate Driver needs, such as improved real-time communication and updates on the availability of riders and consumers and the pricing of fares and deliveries, and we acquired orderTalk to better integrate Eats with restaurant point-of-sale systems. In addition, in January 2020, we introduced a number of product changes in California intended to, among other things, provide Drivers with more information about rider destinations, trip distance, and expected fares, display prices more clearly, and allow users to select preferred Drivers, all of which are intended to further strengthen the independence of Drivers in California and protect their ability to work flexibly when using the Uber platform.

Developing and delivering these new or upgraded products, offerings, and features is costly, and the success of such new products, offerings, and features depends on several factors, including the timely completion, introduction, and market acceptance of such products, offerings, and features. Moreover, any such new or upgraded products, offerings, or features may not work as intended or may not provide intended value to platform users. For example, our recent product changes in California have resulted in, and may continue to result in, reduced demand for rides and reduced supply of Drivers on our platform, Driver dissatisfaction, and adverse impacts on the operation of our platform. If we are unable to continue to develop new or upgraded products, offerings, and features, or if platform users do not perceive value in such new or upgraded products, offerings, and features, platform users may choose not to use our platform, which would adversely affect our operating results.

If we are unable to manage supply chain risks related to advanced technologies such as autonomous vehicles, our operations may be disrupted.

We are developing advanced technologies for autonomous vehicles. These products require and rely on hardware and other components that we source from third-party suppliers. The continued development of autonomous vehicle technologies, and other products depends on our ability to implement and manage supply chain logistics to secure the necessary components and hardware. We do not have significant experience in managing supply chain risks. Further, we source certain specialized or custom-made components for our autonomous vehicle and other advanced technologies from a small number of specialized suppliers, and we may not be able to secure substitutes in a timely manner, on reasonable terms, or at all. Events that have and could continue to disrupt our supply chain include, but are not limited to:

- the imposition of trade laws or regulations;

- the imposition of duties, tariffs, and other charges on imports and exports;
- disruption in the supply of certain hardware and components from our international suppliers, particularly those in China;
- public health concerns or epidemics, such as the current COVID-19 pandemic, affecting the production capabilities of our suppliers, including by resulting in quarantines or closures;
- foreign currency fluctuations;
- theft; and
- restrictions on the transfer of funds.

The occurrence of any of the foregoing could materially increase the cost and could materially delay our progress towards introducing autonomous vehicles onto our platform, all of which could adversely affect our business, financial condition, operating results, and prospects.

We track certain operational metrics and our category position with internal systems and tools, and our equity stakes in minority-owned affiliates with information provided by such minority-owned affiliates, and do not independently verify such metrics. Certain of our operational metrics are subject to inherent challenges in measurement, and real or perceived inaccuracies in such metrics may harm our reputation and negatively affect our business.

We track certain operational metrics, including key metrics such as MAPCs, Trips, Gross Bookings, and our category position, with internal systems and tools, and our equity stakes in minority-owned affiliates with information provided by such minority-owned affiliates, that are not independently verified by any third party and which may differ from estimates or similar metrics published by third parties due to differences in sources, methodologies, or the assumptions on which we rely. Our internal systems and tools have a number of limitations, and our methodologies for tracking these metrics may change over time, which could result in unexpected changes to our metrics, including the metrics we publicly disclose, or our estimates of our category position. If the internal systems and tools we use to track these metrics undercount or overcount performance or contain algorithmic or other technical errors, the data we report may not be accurate. While these numbers are based on what we believe to be reasonable estimates of our metrics for the applicable period of measurement, there are inherent challenges in measuring how our products are used across large populations globally. For example, we believe that there are consumers who have multiple accounts, even though we prohibit that in our Terms of Service and implement measures to detect and prevent that behavior. In addition, limitations or errors with respect to how we measure data or with respect to the data that we measure may affect our understanding of certain details of our business, which could affect our long-term strategies. If our operating metrics or our estimates of our category position or our equity stakes in our minority-owned affiliates are not accurate representations of our business, or if investors do not perceive our operating metrics or estimates of our category position or equity stakes in our minority-owned affiliates to be accurate, or if we discover material inaccuracies with respect to these figures, our reputation may be significantly harmed, and our operating and financial results could be adversely affected.

In certain jurisdictions, we allow consumers to pay for rides and meal deliveries using cash, which raises numerous regulatory, operational, and safety concerns. If we do not successfully manage those concerns, we could become subject to adverse regulatory actions and suffer reputational harm or other adverse financial and accounting consequences.

In certain jurisdictions, including India, Brazil, and Mexico, as well as certain other countries in Latin America, Europe, the Middle East, and Africa, we allow consumers to use cash to pay Drivers the entire fare of rides and cost of meal deliveries (including our service fee from such rides and meal deliveries). In 2019, cash-paid trips accounted for approximately 11% of our global Gross Bookings. This percentage may increase in the future, particularly in the markets in which Careem operates. The use of cash in connection with our technology raises numerous regulatory, operational, and safety concerns. For example, many jurisdictions have specific regulations regarding the use of cash for ridesharing and certain jurisdictions prohibit the use of cash for ridesharing. Failure to comply with these regulations could result in the imposition of significant fines and penalties and could result in a regulator requiring that we suspend operations in those jurisdictions. In addition to these regulatory concerns, the use of cash with our Rides products and Eats offering can increase safety and security risks for Drivers and riders, including potential robbery, assault, violent or fatal attacks, and other criminal acts. In certain jurisdictions such as Brazil, serious safety incidents resulting in robberies and violent, fatal attacks on Drivers while using our platform have been reported. If we are not able to adequately address any of these concerns, we could suffer significant reputational harm, which could adversely impact our business.

In addition, establishing the proper infrastructure to ensure that we receive the correct service fee on cash trips is complex, and has in the past meant and may continue to mean that we cannot collect the entire service fee for certain of our cash-based trips. We have created systems for Drivers to collect and deposit the cash received for cash-based trips and deliveries, as well as systems for us to collect, deposit, and properly account for the cash received, some of which are not always effective, convenient, or widely-adopted by Drivers. Creating, maintaining, and improving these systems requires significant effort and resources, and we cannot

guarantee these systems will be effective in collecting amounts due to us. Further, operating a business that uses cash raises compliance risks with respect to a variety of rules and regulations, including anti-money laundering laws. If Drivers fail to pay us under the terms of our agreements or if our collection systems fail, we may be adversely affected by both the inability to collect amounts due and the cost of enforcing the terms of our contracts, including litigation. Such collection failure and enforcement costs, along with any costs associated with a failure to comply with applicable rules and regulations, could, in the aggregate, impact our financial performance.

Loss or material modification of our credit card acceptance privileges could have an adverse effect on our business and operating results.

In 2019, 89% of our Gross Bookings were paid by either credit card or debit card. As such, the loss of our credit card acceptance privileges would significantly limit our business model. We are required by our payment processors to comply with payment card network operating rules, including the Payment Card Industry ("PCI") and Data Security Standard (the "Standard"). The Standard is a comprehensive set of requirements for enhancing payment account data security developed by the PCI Security Standards Council to help facilitate the broad adoption of consistent data security measures. Our failure to comply with the Standard and other network operating rules could result in fines or restrictions on our ability to accept payment cards. Under certain circumstances specified in the payment card network rules, we may be required to submit to periodic audits, self-assessments, or other assessments of our compliance with the Standard. Such activities may reveal that we have failed to comply with the Standard. If an audit, self- assessment, or other test determines that we need to take steps to remediate any deficiencies, such remediation efforts may distract our management team and require us to undertake costly and time consuming remediation efforts. In addition, even if we comply with the Standard, there is no assurance that we will be protected from a security breach. Moreover, the payment card networks could adopt new operating rules or interpret existing rules that we or our processors might find difficult or even impossible to follow, or costly to implement. In addition to violations of network rules, including the Standard, any failure to maintain good relationships with the payment card networks could impact our ability to receive incentives from them, could increase our costs, or could otherwise harm our business. The loss of our credit card acceptance privileges for any one of these reasons, or the significant modification of the terms under which we obtain credit card acceptance privileges, may have an adverse effect on our business, revenue, and operating results.

The successful operation of our business depends upon the performance and reliability of Internet, mobile, and other infrastructures that are not under our control.

Our business depends on the performance and reliability of Internet, mobile, and other infrastructures that are not under our control. Disruptions in Internet infrastructure or GPS signals or the failure of telecommunications network operators to provide us with the bandwidth we need to provide our products and offerings have interfered, and could continue to interfere with the speed and availability of our platform. If our platform is unavailable when platform users attempt to access it, or if our platform does not load as quickly as platform users expect, platform users may not return to our platform as often in the future, or at all, and may use our competitors' products or offerings more often. In addition, we have no control over the costs of the services provided by national telecommunications operators. If mobile Internet access fees or other charges to Internet users increase, consumer traffic may decrease, which may in turn cause our revenue to significantly decrease.

Our business depends on the efficient and uninterrupted operation of mobile communications systems. The occurrence of an unanticipated problem, such as a power outage, telecommunications delay or failure, security breach, or computer virus could result in delays or interruptions to our products, offerings, and platform, as well as business interruptions for us and platform users. Furthermore, foreign governments may leverage their ability to shut down directed services, and local governments may shut down our platform at the routing level. Any of these events could damage our reputation, significantly disrupt our operations, and subject us to liability, which could adversely affect our business, financial condition, and operating results. We have invested significant resources to develop new products to mitigate the impact of potential interruptions to mobile communications systems, which can be used by consumers in territories where mobile communications systems are less efficient. However, these products may ultimately be unsuccessful.

We rely on third parties maintaining open marketplaces to distribute our platform and to provide the software we use in certain of our products and offerings. If such third parties interfere with the distribution of our products or offerings or with our use of such software, our business would be adversely affected.

Our platform relies on third parties maintaining open marketplaces, including the Apple App Store and Google Play, which make applications available for download. We cannot assure you that the marketplaces through which we distribute our platform will maintain their current structures or that such marketplaces will not charge us fees to list our applications for download. We rely upon certain third parties to provide software for our products and offerings, including Google Maps for the mapping function that is critical to the functionality of our platform. We do not believe that an alternative mapping solution exists that can provide the global functionality that we require to offer our platform in all of the markets in which we operate. We do not control all mapping functions employed by our platform or Drivers using our platform, and it is possible that such mapping functions may not be reliable. If such third parties cease to provide access to the third-party software that we and Drivers use, do not provide access to

such software on terms that we believe to be attractive or reasonable, or do not provide us with the most current version of such software, we may be required to seek comparable software from other sources, which may be more expensive or inferior, or may not be available at all, any of which would adversely affect our business.

Our business depends upon the interoperability of our platform across devices, operating systems, and third-party applications that we do not control.

One of the most important features of our platform is its broad interoperability with a range of devices, operating systems, and third-party applications. Our platform is accessible from the web and from devices running various operating systems such as iOS and Android. We depend on the accessibility of our platform across these third-party operating systems and applications that we do not control. Moreover, third-party services and products are constantly evolving, and we may not be able to modify our platform to assure its compatibility with that of other third parties following development changes. The loss of interoperability, whether due to actions of third parties or otherwise, could adversely affect our business.

We rely on third parties for elements of the payment processing infrastructure underlying our platform. If these third-party elements become unavailable or unavailable on favorable terms, our business could be adversely affected.

The convenient payment mechanisms provided by our platform are key factors contributing to the development of our business. We rely on third parties for elements of our payment-processing infrastructure to remit payments to Drivers, merchants, and carriers using our platform, and these third parties may refuse to renew our agreements with them on commercially reasonable terms or at all. If these companies become unwilling or unable to provide these services to us on acceptable terms or at all, our business may be disrupted. For certain payment methods, including credit and debit cards, we generally pay interchange fees and other processing and gateway fees, and such fees result in significant costs. In addition, online payment providers are under continued pressure to pay increased fees to banks to process funds, and there is no assurance that such online payment providers will not pass any increased costs on to merchant partners, including us. If these fees increase over time, our operating costs will increase, which could adversely affect our business, financial condition, and operating results.

In addition, system failures have at times prevented us from making payments to Drivers in accordance with our typical timelines and processes, and have caused substantial Driver dissatisfaction and generated a significant number of Driver complaints. Future failures of the payment processing infrastructure underlying our platform could cause Drivers to lose trust in our payment operations and could cause them to instead use our competitors' platforms. If the quality or convenience of our payment processing infrastructure declines as a result of these limitations or for any other reason, the attractiveness of our business to Drivers, merchants, and carriers could be adversely affected. If we are forced to migrate to other third-party payment service providers for any reason, the transition would require significant time and management resources, and may not be as effective, efficient, or well-received by platform users.

Computer malware, viruses, spamming, and phishing attacks could harm our reputation, business, and operating results.

We rely heavily on information technology systems across our operations. Our information technology systems, including mobile and online platforms and mobile payment systems, administrative functions such as human resources, payroll, accounting, and internal and external communications, and the information technology systems of our third-party business partners and service providers, contain proprietary or confidential information related to business and personal data, including sensitive personal data, entrusted to us by platform users, employees, and job candidates. Computer malware, viruses, spamming, and phishing attacks have become more prevalent in our industry, have occurred on our systems in the past, and may occur on our systems in the future. Various other factors may also cause system failures, including power outages, catastrophic events, inadequate or ineffective redundancy, issues with upgrading or creating new systems or platforms, flaws in third-party software or services, errors by our employees or third-party service providers, or breaches in the security of these systems or platforms. For example, third parties may attempt to fraudulently induce employees or platform users to disclose information to gain access to our data or the data of platform users. If our incident response, disaster recovery, and business continuity plans do not resolve these issues in an effective manner, they could result in adverse impacts to our business operations and our financial results. Because of our prominence, the number of platform users, and the types and volume of personal data on our systems, we may be a particularly attractive target for such attacks. Although we have developed, and continue to develop, systems and processes that are designed to protect our data and that of platform users, and to prevent data loss, undesirable activities on our platform, and security breaches, we cannot guarantee that such measures will provide absolute security. Our efforts on this front may be unsuccessful as a result of, for example, software bugs or other technical malfunctions; employee, contractor, or vendor error or malfeasance; government surveillance; or other threats that evolve, and we may incur significant costs in protecting against or remediating cyber-attacks. Any actual or perceived failure to maintain the performance, reliability, security, and availability of our products, offerings, and technical infrastructure to the satisfaction of platform users and certain regulators would likely harm our reputation and result in loss of revenue from the adverse impact to our reputation and brand, disruption to our business, and our decreased ability to attract and retain Drivers, consumers, merchants, shippers, and carriers.

Our platform is highly technical, and any undetected errors could adversely affect our business.

Our platform is a complex system composed of many interoperating components and incorporates software that is highly complex. Our business is dependent upon our ability to prevent system interruption on our platform. Our software, including open source software that is incorporated into our code, may now or in the future contain undetected errors, bugs, or vulnerabilities. Some errors in our software code may only be discovered after the code has been released. Bugs in our software, third-party software including open source software that is incorporated into our code, misconfigurations of our systems, and unintended interactions between systems could result in our failure to comply with certain federal, state, or foreign reporting obligations, or could cause downtime that would impact the availability of our service to platform users. We have from time to time found defects or errors in our system and may discover additional defects in the future that could result in platform unavailability or system disruption. In addition, we have experienced outages on our platform due to circumstances within our control, such as outages due to software limitations. We rely on co-located data centers for the operation of our platform. If our co-located data centers fail, our platform users may experience down time. If sustained or repeated, any of these outages could reduce the attractiveness of our platform to platform users. For example, as a result of an error with one of our routine maintenance releases in February 2018, we experienced an outage on our platform for 28 minutes, resulting in Drivers, consumers, merchants, shippers, and carriers being unable to log on to our platform in major cities, including Las Vegas, Atlanta, New York, and Washington D.C. In addition, our release of new software in the past has inadvertently caused, and may in the future cause, interruptions in the availability or functionality of our platform. Any errors, bugs, or vulnerabilities discovered in our code or systems after release could result in an interruption in the availability of our platform or a negative experience for Drivers, consumers, merchants, shippers, and carriers, and could also result in negative publicity and unfavorable media coverage, damage to our reputation, loss of platform users, loss of revenue or liability for damages, regulatory inquiries, or other proceedings, any of which could adversely affect our business and financial results.

We currently rely on a small number of third-party service providers to host a significant portion of our platform, and any interruptions or delays in services from these third parties could impair the delivery of our products and offerings and harm our business.

We use a combination of third-party cloud computing services and co-located data centers in the United States and abroad. We do not control the physical operation of any of the co-located data centers we use or the operations of our third-party service providers. These third-party operations and co-located data centers may experience break-ins, computer viruses, denial-of-service attacks, sabotage, acts of vandalism, and other misconduct. These facilities may also be vulnerable to damage or interruption from power loss, telecommunications failures, fires, floods, earthquakes, hurricanes, tornadoes, and similar events. Our systems do not provide complete redundancy of data storage or processing, and as a result, the occurrence of any such event, a decision by our third-party service providers to close our co-located data centers without adequate notice, or other unanticipated problems may result in our inability to serve data reliably or require us to migrate our data to either a new on-premise data center or cloud computing service. This could be time consuming and costly and may result in the loss of data, any of which could significantly interrupt the provision of our products and offerings and harm our reputation and brand. We may not be able to easily switch to another cloud or data center provider in the event of any disruptions or interference to the services we use, and even if we do, other cloud and data center providers are subject to the same risks. Additionally, our co-located data center facility agreements are of limited durations, and our co-located data center facilities have no obligation to renew their agreements with us on commercially reasonable terms or at all. If we are unable to renew our agreements with these facilities on commercially reasonable terms, we may experience delays in the provision of our products and offerings until an agreement with another co-located data center is arranged. Interruptions in the delivery of our products and offerings may reduce our revenue, cause Drivers, merchants, and carriers to stop offering their services through our platform, and reduce use of our platform by consumers and shippers. Our business and operating results may be harmed if current and potential Drivers, consumers, merchants, shippers, and carriers believe our platform is unreliable. In addition, if we are unable to scale our data storage and computational capacity sufficiently or on commercially reasonable terms, our ability to innovate and introduce new products on our platform may be delayed or compromised, which would have an adverse effect on our growth and business.

Our use of third-party open source software could adversely affect our ability to offer our products and offerings and subjects us to possible litigation.

We use third-party open source software in connection with the development of our platform. From time to time, companies that use third-party open source software have faced claims challenging the use of such open source software and their compliance with the terms of the applicable open source license. We may be subject to suits by parties claiming ownership of what we believe to be open source software, or claiming non-compliance with the applicable open source licensing terms. Some open source licenses require end-users who distribute or make available across a network software and services that include open source software to make available all or part of such software, which in some circumstances could include valuable proprietary code. While we employ practices designed to monitor our compliance with the licenses of third-party open source software and protect our valuable proprietary source code, we have not run a complete open source license review and may inadvertently use third-party open source software in a manner that exposes us to claims of non-compliance with the applicable terms of such license, including

claims for infringement of intellectual property rights or for breach of contract. Furthermore, there is an increasing number of open-source software license types, almost none of which have been tested in a court of law, resulting in a dearth of guidance regarding the proper legal interpretation of such licenses. If we were to receive a claim of non-compliance with the terms of any of our open source licenses, we may be required to publicly release certain portions of our proprietary source code or expend substantial time and resources to re-engineer some or all of our software.

In addition, the use of third-party open source software typically exposes us to greater risks than the use of third-party commercial software because open-source licensors generally do not provide warranties or controls on the functionality or origin of the software. Use of open source software may also present additional security risks because the public availability of such software may make it easier for hackers and other third parties to determine how to compromise our platform. Additionally, because any software source code that we make available under an open source license or that we contribute to existing open source projects becomes publicly available, our ability to protect our intellectual property rights in such software source code may be limited or lost entirely, and we would be unable to prevent our competitors or others from using such contributed software source code. Any of the foregoing could be harmful to our business, financial condition, or operating results and could help our competitors develop products and offerings that are similar to or better than ours.

We have incurred a significant amount of debt and may in the future incur additional indebtedness. Our payment obligations under such indebtedness may limit the funds available to us, and the terms of our debt agreements may restrict our flexibility in operating our business.

As of September 30, 2020, we had total outstanding indebtedness of $8.0 billion aggregate principal amount. In addition, we have agreed to issue up to $769 million of Careem Convertible Notes to Careem stockholders. Subject to the limitations in the terms of our existing and future indebtedness, we and our subsidiaries may incur additional debt, secure existing or future debt, or refinance our debt. In particular, we may need to incur additional debt to finance the purchase of autonomous vehicles, and such financing may not be available to us on attractive terms or at all.

We may be required to use a substantial portion of our cash flows from operations to pay interest and principal on our indebtedness. Such payments will reduce the funds available to us for working capital, capital expenditures, and other corporate purposes and limit our ability to obtain additional financing for working capital, capital expenditures, expansion plans, and other investments, which may in turn limit our ability to implement our business strategy, heighten our vulnerability to downturns in our business, the industry, or in the general economy, limit our flexibility in planning for, or reacting to, changes in our business and the industry, and prevent us from taking advantage of business opportunities as they arise. We cannot assure you that our business will generate sufficient cash flow from operations or that future financing will be available to us in amounts sufficient to enable us to make required and timely payments on our indebtedness, or to fund our operations. To date, we have used a substantial amount of cash for operating activities, and we cannot assure you when we will begin to generate cash from operating activities in amounts sufficient to cover our debt service obligations.

In addition, under certain of our existing debt instruments, we and certain of our subsidiaries are subject to limitations regarding our business and operations, including limitations on incurring additional indebtedness and liens, limitations on certain consolidations, mergers, and sales of assets, and restrictions on the payment of dividends or distributions. Any debt financing secured by us in the future could involve additional restrictive covenants relating to our capital-raising activities and other financial and operational matters, which may make it more difficult for us to obtain additional capital to pursue business opportunities, including potential acquisitions or divestitures. Any default under our debt arrangements could require that we repay our loans immediately, and may limit our ability to obtain additional financing, which in turn may have an adverse effect on our cash flows and liquidity.

In addition, we are exposed to interest rate risk related to some of our indebtedness, which is discussed in greater detail under the section titled “Management's Discussion and Analysis of Financial Condition and Results of Operations - Quantitative and Qualitative Disclosures About Market Risk - Interest Rate Risk.”

We may have exposure to materially greater than anticipated tax liabilities.

The tax laws applicable to our global business activities are subject to uncertainty and can be interpreted differently by different companies. For example, we may become subject to sales tax rates in certain jurisdictions that are significantly greater than the rates we currently pay in those jurisdictions. Like many other multinational corporations, we are subject to tax in multiple U.S. and foreign jurisdictions and have structured our operations to reduce our effective tax rate. Currently, certain jurisdictions are investigating our compliance with tax rules. If it is determined that we are not compliant with such rules, we could owe additional taxes.

Certain jurisdictions, including Australia, KSA, the UK and other countries, require that we pay any assessed taxes prior to being allowed to contest or litigate the applicability of tax assessments in those jurisdictions. These amounts could materially adversely impact our liquidity while those matters are being litigated. This prepayment of contested taxes is referred to as “pay-to-play.” Payment of these amounts is not an admission that we believe we are subject to such taxes; even when such payments are

made, we continue to defend our positions vigorously. If we prevail in the proceedings for which a pay-to-play payment was made, the jurisdiction collecting the payment will be required to repay such amounts and also may be required to pay interest.

Additionally, the taxing authorities of the jurisdictions in which we operate have in the past, and may in the future, examine or challenge our methodologies for valuing developed technology, which could increase our worldwide effective tax rate and harm our financial position and operating results. Furthermore, our future income taxes could be adversely affected by earnings being lower than anticipated in jurisdictions that have lower statutory tax rates and higher than anticipated in jurisdictions that have higher statutory tax rates, changes in the valuation of our deferred tax assets and liabilities, or changes in tax laws, regulations, or accounting principles. We are subject to regular review and audit by both U.S. federal and state tax authorities, as well as foreign tax authorities, and currently face numerous audits in the United States and abroad. Any adverse outcome of such reviews and audits could have an adverse effect on our financial position and operating results. In addition, the determination of our worldwide provision for income taxes and other tax liabilities requires significant judgment by our management, and we have engaged in many transactions for which the ultimate tax determination remains uncertain. The ultimate tax outcome may differ from the amounts recorded in our financial statements and may materially affect our financial results in the period or periods for which such determination is made. Our tax positions or tax returns are subject to change, and therefore we cannot accurately predict whether we may incur material additional tax liabilities in the future, which could impact our financial position. In addition, in connection with any planned or future acquisitions, we may acquire businesses that have differing licenses and other arrangements that may be challenged by tax authorities for not being at arm's-length or that are otherwise potentially less tax efficient than our licenses and arrangements. Any subsequent integration or continued operation of such acquired businesses may result in an increased effective tax rate in certain jurisdictions or potential indirect tax costs, which could result in us incurring additional tax liabilities or having to establish a reserve in our consolidated financial statements, and could adversely affect our financial results.

Changes in global and U.S. tax legislation may adversely affect our financial condition, operating results, and cash flows.

We are a U.S.-based multinational company subject to tax in multiple U.S. and foreign tax jurisdictions. U.S. tax legislation enacted in 2017, and modified in 2020, has significantly changed the U.S. federal income taxation of U.S. corporations, including reducing the U.S. corporate income tax rate, revising the rules governing net operating losses effective for tax years beginning after December 31, 2017, providing a transition of U.S. international taxation from a worldwide tax system to a modified territorial system, imposing a one-time transition tax on the mandatory deemed repatriation of cumulative foreign earnings as of December 31, 2017, and imposing new limitations on the deductibility of interest. Many of these changes were effective immediately, without any transition periods or grandfathering for existing transactions. The legislation is unclear in many respects and could be subject to potential amendments and technical corrections, as well as interpretations and implementing regulations by the U.S. Treasury and U.S. Internal Revenue Service (the "IRS"), any of which could lessen or increase certain adverse impacts of the legislation. In addition, it is unclear how these U.S. federal income tax changes will affect state and local taxation, which often uses federal taxable income as a starting point for computing state and local tax liabilities.

We are unable to predict what global or U.S. tax reforms may be proposed or enacted in the future or what effects such future changes would have on our business. Any such changes in tax legislation, regulations, policies or practices in the jurisdictions in which we operate could increase the estimated tax liability that we have expensed to date and paid or accrued on our balance sheet; affect our financial position, future operating results, cash flows, and effective tax rates where we have operations; reduce post-tax returns to our stockholders; and increase the complexity, burden, and cost of tax compliance. We are subject to potential changes in relevant tax, accounting, and other laws, regulations, and interpretations, including changes to tax laws applicable to corporate multinationals. For example, in March 2018, the European Commission released a proposal for a European Council directive on taxation of specified digital services. The proposal calls for an interim tax on certain revenues from digital activities, as well as a longer-term regime that creates a taxable presence for digital services and imposes tax on digital profits. We do not yet know the impact this proposal, if implemented, would have on our financial results. Additionally, other countries could introduce similar digital services taxes. The governments of countries in which we operate and other governmental bodies could make unprecedented assertions about how taxation is determined in their jurisdictions that are contrary to the way in which we have interpreted and historically applied the rules and regulations described above in our income tax returns filed in such jurisdictions. New laws could significantly increase our tax obligations in the countries in which we do business or require us to change the manner in which we operate our business. As a result of the large and expanding scale of our international business activities, many of these changes to the taxation of our activities could increase our worldwide effective tax rate and harm our financial position, operating results, and cash flows.

Our ability to use our net operating loss carryforwards and certain other tax attributes may be limited.

As of December 31, 2019, we had net operating loss carryforwards for U.S. federal income tax purposes and state income tax purposes of $8.8 billion and $8.3 billion, respectively, available to offset future taxable income. If not utilized, the federal net operating loss carryforward amounts generated prior to January 1, 2018 will begin to expire in 2031, and the state net operating loss carryforward amounts will begin to expire in 2020. As of December 31, 2019, we also had foreign net operating loss carryforwards of $2.7 billion that will begin to expire in 2024. Realization of these net operating loss carryforwards depends on our

future taxable income, and there is a risk that our existing carryforwards could expire unused and be unavailable to offset future income tax liabilities, which could materially and adversely affect our operating results. In addition, under Sections 382 and 383 of the Internal Revenue Code of 1986, as amended (the "Code"), if a corporation undergoes an "ownership change," generally defined as a greater than 50% change (by value) in its equity ownership over a three-year period, the corporation's ability to use its pre-change net operating loss carryforwards and other pre-change tax attributes, such as research tax credits, to offset its post-change income may be limited. We may experience ownership changes in the future because of subsequent shifts in our stock ownership. As a result, if we earn net taxable income, our ability to use our pre-change net operating loss carryforwards and other tax attributes to offset U.S. federal taxable income may be subject to limitations, which could potentially result in increased future tax liability to us.

We are exposed to fluctuations in currency exchange rates.

Because we conduct a significant and growing portion of our business in currencies other than the U.S. dollar but report our consolidated financial results in U.S. dollars, we face exposure to fluctuations in currency exchange rates. As exchange rates vary, revenue, cost of revenue, exclusive of depreciation and amortization, operating expenses, other income and expense, and assets and liabilities, when translated, may also vary materially and thus affect our overall financial results. We have not to date, but may in the future, enter into hedging arrangements to manage foreign currency translation, but such activity may not completely eliminate fluctuations in our operating results due to currency exchange rate changes. Hedging arrangements are inherently risky, and we do not have experience establishing hedging programs, which could expose us to additional risks that could adversely affect our financial condition and operating results.

If we are unable to identify and successfully acquire suitable businesses, our operating results and prospects could be harmed, and any businesses we acquire may not perform as expected or be effectively integrated.

As part of our business strategy, we have entered into, and expect to continue to enter into, agreements to acquire companies, form joint ventures, divest portions or aspects of our business, sell minority stakes in portions or aspects of our business, and acquire complementary companies or technologies, including divestitures in China, Southeast Asia and India, our Yandex.Taxi joint venture in Russia/CIS, our acquisition of Careem, the investment by SoftBank, Toyota, and DENSO in ATG (the "ATG Investment Transaction"), our purchase of a controlling interest in Cornershop and our agreement to acquire Postmates. Competition within our industry for acquisitions of businesses, technologies, and assets is intense. As such, even if we are able to identify a target for acquisition, we may not be able to complete the acquisition on commercially reasonable terms, we may not be able to receive approval from the applicable competition authorities, or such target may be acquired by another company, including one of our competitors. For example, our acquisition of Postmates is subject to approval from U.S. regulatory authorities. Moreover, the ATG Investment Transaction is subject to a number of risks and uncertainties. For example, if the Committee on Foreign Investment in the United States ("CFIUS") unwinds the ATG Collaboration Agreement or requires mitigation measures that materially and adversely affect the strategic benefits of the ATG Collaboration Agreement, SoftBank, Toyota, and DENSO will each have the right to require ATG to redeem some or all of their preferred units at a price equal to their respective initial investment amounts.

Further, negotiations for potential acquisitions or other transactions may result in the diversion of our management's time and significant out-of-pocket costs. We may expend significant cash or incur substantial debt to finance such acquisitions, and such indebtedness may restrict our business or require the use of available cash to make interest and principal payments. In addition, we may finance or otherwise complete acquisitions by issuing equity or convertible debt securities, which may result in dilution to our stockholders, or if such convertible debt securities are not converted, significant cash outlays. If we fail to evaluate and execute acquisitions successfully or fail to successfully address any of these risks, our business, financial condition, and operating results may be harmed.

In addition, any businesses we acquire may not perform as well as we expect. Failure to manage and successfully integrate recently acquired businesses and technologies, including managing internal controls and any privacy or data security risks associated with such acquisitions, may harm our operating results and expansion prospects. For example, Careem has historically shared certain user data with certain government authorities, which conflicts with our global policies regarding data use, sharing, and ownership. We expect to maintain our data use, sharing, and ownership practices for both our business and Careem's business following the closing of the acquisition, and doing so may cause our relationships with government authorities in certain jurisdictions to suffer, and may result in such government authorities assessing significant fines or penalties against us or shutting down our or Careem's app on either a temporary or indefinite basis. The process of integrating an acquired company, business, or technology or acquired personnel into our company is subject to various risks and challenges, including:

- diverting management time and focus from operating our business to acquisition integration;
- disrupting our ongoing business operations;
- platform user acceptance of the acquired company's offerings;

- implementing or remediating the controls, procedures, and policies of the acquired company;
- integrating the acquired business onto our systems and ensuring the acquired business meets our financial reporting requirements and timelines;
- retaining and integrating acquired employees, including aligning incentives between acquired employees and existing employees, as well as managing costs associated with eliminating redundancies or transferring employees on acceptable terms with minimal business disruption;
- maintaining important business relationships and contracts of the acquired business;
- liability for pre-acquisition activities of the acquired company;
- litigation or other claims or liabilities arising in connection with the acquisition or the acquired company; and
- impairment charges associated with goodwill, long-lived assets, investments, and other acquired intangible assets.

For example, with respect to the integration of Careem, the Careem brand and ridesharing, meal delivery, and payments apps continue to operate in parallel with Uber's apps. Careem's Chief Executive Officer will continue to be the Chief Executive Officer of Careem and will report to an Uber-controlled board of directors. Although we will integrate certain general and administrative functions at the Uber parent level, Careem's engineering, human resources, and operations teams will continue to operate independently and report to Careem's Chief Executive Officer. This structure may delay the efficiencies that we expect to gain from the acquisition and our brand and reputation could be impacted by any damage or reputational harm to the Careem brand.

In addition, our acquisition of Careem has increased our risks under the U.S. Foreign Corrupt Practices Act ("FCPA") and other similar laws outside the United States. Our existing and planned safeguards, including training and compliance programs to discourage corrupt practices by such parties, may not prove effective, and such parties may engage in conduct for which we could be held responsible.

We may not receive a favorable return on investment for prior or future business combinations, including with respect to ATG, Careem, Postmates or our minority-owned affiliates, and we cannot predict whether these transactions will be accretive to the value of our common stock. It is also possible that acquisitions, combinations, divestitures, joint ventures, or other strategic transactions we announce could be viewed negatively by the press, investors, platform users, or regulators, any or all of which may adversely affect our reputation and our business. Any of these factors may adversely affect our ability to consummate a transaction, our financial condition, and our operating results.

Legal and Regulatory Risks Related to Our Business

We may continue to be blocked from or limited in providing or operating our products and offerings in certain jurisdictions, and may be required to modify our business model in those jurisdictions as a result.

In certain jurisdictions, including expansion markets such as Argentina, Germany, Italy, Japan, South Korea, and Spain, our ridesharing business model has been blocked, capped, or suspended, or we have been required to change our business model, due primarily to laws and significant regulatory restrictions in such jurisdictions. In some cases, we have applied for and obtained licenses or permits to operate and must continue to comply with the license or permit requirements or risk revocation. In addition, we may not be able to maintain or renew any such license or permit. For example, TfL scrutinizes our business in London on an on-going basis and we are subject to license reviews at renewal. In November 2019, TfL declined to issue us a license, finding that we were not "fit and proper," including with respect to confidence in our change and release management processes. We successfully appealed and in September 2020, Westminster Magistrates Court granted us an 18 month operating license on largely the same conditions as our previous license, finding us a fit and proper person. Two new conditions (which we volunteered) include providing to TfL consolidated monthly reporting in relation to regulatory obligations and maintaining our current processes. Any inability to operate in markets such as London, as well as publicity concerning adverse judicial or licensing decisions, would adversely affect our business, revenue, and operating results. We cannot predict whether future regulatory decisions or legislation in other jurisdictions, may embolden or encourage other authorities to take similar actions even where we are operating according to the terms of an existing license or permit. Additionally, in April 2019, Mexico City's Secretaría de Movilidad passed an amendment to existing ridesharing regulations implementing certain operational requirements, including a prohibition on the use of cash to pay for ridesharing services and, effective as of November 2019, a requirement that Drivers in Mexico City obtain additional licenses to provide ridesharing services. We are still evaluating the impact of these regulations, but such operational requirements, if implemented without modification, could have a negative impact on our business and our failure to comply with such regulations may result in a revocation of our license to operate in Mexico City.

Traditional taxicab and car service operators in various jurisdictions continue to lobby legislators and regulators to block our Rides products or to require us to comply with regulatory, insurance, record-keeping, licensing, and other requirements to which taxicab and car services are subject. For example, in January 2019, we suspended our Rides products in Barcelona after the regional government enacted regulations mandating minimum wait times before riders could be picked up by ridesharing drivers.

In December 2018, New York City's Taxi and Limousine Commission implemented a per-mile and per-minute minimum trip payment formula, designed to establish a minimum pay standard, for drivers providing for-hire services in New York City, such as those provided by Drivers on our platform. These minimum rates took effect in February 2019. We are still working through adjustments to be made with respect to rider promotions, driver supply, and other aspects of our business in response to these regulations; however, these regulations had a negative impact on our financial performance in New York City in the first quarter of 2019 and may have a similar adverse impact in the future. In August 2018, the New York City Council voted to approve various measures to further regulate our business, including driver earning rules, licensing requirements, and a one-year freeze on new for-hire vehicle licenses for ridesharing services like those enabled via our platform, while the city studies whether a permanent freeze would help reduce congestion. In August 2019, New York City's Taxi and Limousine Commission voted to extend such freeze on for-hire vehicle licenses and also voted to enact a new "cruising cap," intended to reduce the number of for-hire vehicles operating without passengers on platforms like ours in the central business district of New York City. Although such "cruising cap" was struck down by a New York state judge in December 2019, the freeze on for-hire vehicle licenses remains. Additionally, in November 2019, a ballot measure to impose a surcharge on ridesharing trips in San Francisco was passed by voters in San Francisco and such surcharge took effect on January 1, 2020. Also in January 2020, a new tax went into effect in Chicago that imposes a surcharge of up to $3 per ridesharing trip taken in Chicago. In addition, in October 2020, the Seattle City Council passed a minimum pay standard for drivers providing services on our platform that goes into effect on January 1, 2021, and other jurisdictions have in the past considered or may consider regulations which would implement minimum wage requirements or permit drivers to negotiate for minimum wages while providing services on our platform. Similar legislative or regulatory initiatives are being considered or have been enacted in countries outside the United States. If other jurisdictions impose similar regulations, our business growth could be adversely affected.

In certain jurisdictions, we are subject to national, state, local, or municipal laws and regulations that are ambiguous in their application or enforcement or that we believe are invalid or inapplicable. In such jurisdictions, we may be subject to regulatory fines and proceedings and, in certain cases, may be required to cease operations altogether if we continue to operate our business as currently conducted, unless and until such laws and regulations are reformed to clarify that our business operations are fully compliant. For example, on January 31, 2020, we ceased offering our Rides products in Colombia after a Colombian court ruled that we violated local competition laws. In response, we appealed the decision, made certain changes to our Rides products in Colombia and re-launched Rides in Colombia in February 2020. In June 2020, the Appeals Court of Bogota revoked its order to block Rides products in Columbia and we have since made additional changes to our Rides products in Colombia. Furthermore, in certain of these jurisdictions, we continue to provide our products and offerings while we assess the applicability of these laws and regulations to our products and offerings or while we seek regulatory or policy changes to address concerns with respect to our ability to comply with these laws and regulations. Our decision to continue operating in these instances has come under investigation or has otherwise been subject to scrutiny by government authorities. Our continuation of this practice and other past practices may result in fines or other penalties against us and Drivers imposed by local regulators, potentially increasing the risk that our licenses or permits that are necessary to operate in such jurisdictions will not be renewed. Such fines and penalties have in the past been, and may in the future continue to be, imposed solely on Drivers, which may cause Drivers to stop providing services on our platform. In many instances, we make the business decision as a gesture of goodwill to pay the fines on behalf of Drivers or to pay Drivers' defense costs, which, in the aggregate, can be in the millions of dollars. Furthermore, such business practices may also result in negative press coverage, which may discourage Drivers and consumers from using our platform and could adversely affect our revenue. In addition, we face regulatory obstacles, including those lobbied for by our competitors or from local governments globally, that have favored and may continue to favor local or incumbent competitors, including obstacles for potential Drivers seeking to obtain required licenses or vehicle certifications. We have incurred, and expect that we will continue to incur, significant costs in defending our right to operate in accordance with our business model in many jurisdictions. To the extent that efforts to block or limit our operations are successful, or we or Drivers are required to comply with regulatory and other requirements applicable to taxicab and car services, our revenue and growth would be adversely affected.

Our business is subject to numerous legal and regulatory risks that could have an adverse impact on our business and future prospects.

Our platform is available in approximately 10,000 cities across 68 countries. We are subject to differing, and sometimes conflicting, laws and regulations in the various jurisdictions in which we provide our offerings. A large number of proposals are before various national, regional, and local legislative bodies and regulatory entities, both within the United States and in foreign jurisdictions, regarding issues related to our business model. Certain proposals, if adopted, could significantly and materially harm our business, financial condition, and operating results by restricting or limiting how we operate our business, increasing our operating costs, and decreasing our number of platform users. We cannot predict whether or when such proposals may be adopted.

Further, existing or new laws and regulations could expose us to substantial liability, including significant expenses necessary to comply with such laws and regulations, and could dampen the growth and usage of our platform. For example, as we expand our offerings in new areas, such as non-emergency medical transportation, we may be subject to additional healthcare-related federal and state laws and regulations. Additionally, because our offerings are frequently first-to-market in the jurisdictions in which we

operate, several local jurisdictions have passed, and we expect additional jurisdictions to pass, laws and regulations that limit or block our ability to offer our products to Drivers and consumers in those jurisdictions, thereby impeding overall use of our platform. We are actively challenging some of these laws and regulations and are lobbying other jurisdictions to oppose similar restrictions on our business, especially our ridesharing services. Further, because a substantial portion of our business involves vehicles that run on fossil fuels, laws, regulations, or governmental actions seeking to curb air pollution or emissions may impact our business. For example, in response to London's efforts to cut emissions and improve air quality in the city (including the institution of a toxicity charge for polluting vehicles in the city center congestion zone and the introduction of an "Ultra Low Emissions Zone" that went into effect in April 2019), we have added a clean-air fee of 15 pence per mile to each trip on our platform in London, and plan to help Drivers on our platform fully transition to electric vehicles by 2025. Additionally, proposed ridesharing regulations in Egypt and other jurisdictions may require us to share certain personal data with government authorities to operate our app, which we may not be willing to provide. Our failure to share such data in accordance with these regulations may result in government authorities assessing significant fines or penalties against us or shutting down our or Careem's app in Egypt on either a temporary or indefinite basis.

Additionally, effective January 31, 2020, the United Kingdom commenced an exit from the European Union ("EU"), commonly referred to as Brexit. During a transition period that is set to expire on December 31, 2020, the British government will continue to negotiate the terms of the United Kingdom's future relationship with the EU. The outcome of these negotiations is uncertain, and we do not know to what extent Brexit will ultimately impact the business and regulatory environment in the United Kingdom, the rest of the EU, or other countries. Lack of clarity about future U.K. laws and regulations as the United Kingdom determines which EU rules and regulations to replace or replicate, including financial laws and regulations (including relating to payment processing), tax and free trade agreements, intellectual property rights, supply chain logistics, environmental, health and safety laws and regulations, immigration laws, and employment laws, could decrease foreign direct investment in the United Kingdom, increase costs, depress economic activity, and restrict access to capital. The UK represents approximately 7.8% of our global Mobility Gross Bookings in the third quarter of 2020.

In addition, we are currently involved in litigation in a number of the jurisdictions in which we operate. We initiated some of these legal challenges to contest the application of certain laws and regulations to our business. Others have been brought by taxicab owners, local regulators, local law enforcement, and platform users, including Drivers and consumers. These include individual, multiple plaintiff, and putative class and class action claims for alleged violation of laws related to, among other things, transportation, competition, advertising, consumer protection, fee calculations, personal injuries, privacy, intellectual property, product liability, discrimination, safety, and employment. For example, in May 2019, a class action was filed against us and certain of our subsidiaries in the Supreme Court of Victoria, Australia on behalf of participants in the taxi, hire-car, limousine, and charter vehicle industry who were licensed to operate in particular regions of Australia during certain periods between April 2014 and August 2017. The class action alleges that we operated unlawfully in such regions during such periods. These legislative and regulatory proceedings, allegations, and lawsuits are expensive and time consuming to defend, and, if resolved adversely to us, could result in financial damages or penalties, including criminal penalties, incarceration, and sanctions for individuals employed by us or parties with whom we contract, which could harm our ability to operate our business as planned in one or more of the jurisdictions in which we operate, which could adversely affect our business, revenue, and operating results.

In addition, while we divested certain assets of our dockless e-bikes and e-scooters business to Lime in May 2020, consumers continue to have access to dockless e-bikes and e-scooters through our app. We expect dockless e-bikes and e-scooters to subject us to additional risks distinct from those relating to our other Mobility, Delivery and Freight offerings. For example, consumers using dockless e-bikes or e-scooters face a more severe level of injury in the event of a collision than that faced while riding in a vehicle, given the less sophisticated, and in some cases absent, passive protection systems on dockless e-bikes and e-scooters. In addition, government regulators in certain jurisdictions have placed the responsibility for user error on e-bike and e-scooter operators, and we cannot assure you that other jurisdictions will not do the same. We have experienced, and may in the future experience, issues with dockless e-bikes and e-scooters that may lead to product liability, personal injury or death, property damage claims, and increased scrutiny by governmental authorities. The occurrence of real or perceived quality problems or material defects in current or future dockless e-bikes or e-scooters available via our app could result in negative publicity, market withdrawals, regulatory proceedings, enforcement actions, or lawsuits filed against us, particularly if consumers are injured.

Changes in, or failure to comply with, competition laws could adversely affect our business, financial condition, or operating results.

Competition authorities closely scrutinize us under U.S. and foreign antitrust and competition laws. An increasing number of governments are enforcing competition laws and are doing so with increased scrutiny, including governments in large markets such as the EU, the United States, Brazil, and India, particularly surrounding issues of predatory pricing, price-fixing, and abuse of market power. Many of these jurisdictions also allow competitors or consumers to assert claims of anti-competitive conduct. For example, complaints have been filed in several jurisdictions, including in the United States and India, alleging that our prices are too high (surge pricing) or too low (discounts or predatory pricing), or both. We also continue to defend against litigation filed by a purported assignee of Sidecar, an early competitor in the ridesharing business, that asserts claims under federal law based on

allegations that we engaged in anti-competitive conduct. If one jurisdiction imposes or proposes to impose new requirements or restrictions on our business, other jurisdictions may follow. Further, any new requirements or restrictions, or proposed requirements or restrictions, could result in adverse publicity or fines, whether or not valid or subject to appeal.

In addition, governmental agencies and regulators may, among other things, prohibit future acquisitions, divestitures, or combinations we plan to make, impose significant fines or penalties, require divestiture of certain of our assets, or impose other restrictions that limit or require us to modify our operations, including limitations on our contractual relationships with platform users or restrictions on our pricing models. Such rulings may alter the way in which we do business and, therefore, may continue to increase our costs or liabilities or reduce demand for our platform, which could adversely affect our business, financial condition, or operating results.

Our business is subject to extensive government regulation and oversight relating to the provision of payment and financial services.

Most jurisdictions in which we operate have laws that govern payment and financial services activities. Regulators in certain jurisdictions may determine that certain aspects of our business are subject to these laws and could require us to obtain licenses to continue to operate in such jurisdictions. Our subsidiary in the Netherlands, Uber Payments B.V., is registered and authorized by its competent authority, De Nederlandsche Bank, as an electronic money institution. This authorization permits Uber Payments B.V. to provide payment services (including acquiring and executing payment transactions and money remittances, as referred to in the Revised Payment Services Directive (2015/2366/EU)) and to issue electronic money in the Netherlands. In addition, Uber Payments B.V. has notified De Nederlandsche Bank that it will provide such services on a cross-border passport basis into other countries within the EEA. We continue to critically evaluate our options for seeking additional licenses and approvals in several other jurisdictions to optimize our payment solutions and support the future growth of our business. We could be denied such licenses, have existing licenses revoked, or be required to make significant changes to our business operations before being granted such licenses. For example, it is prohibited for persons to hold, acquire, or increase a “qualifying holding” in an electronic money institution with a corporate seat in the Netherlands, such as Uber Payments B.V., prior to receiving a declaration of no objection (“DNO”) from De Nederlandsche Bank. A “qualifying holding” is a direct or indirect holding of 10% or more of the issued share capital of an electronic money institution, the ability to exercise directly or indirectly 10% or more of the voting rights in an electronic money institution, or the ability to exercise directly or indirectly a similar influence over an electronic money institution. We cannot guarantee that a person intending to hold, acquire, or increase a qualifying holding in us will receive a DNO in the future, and a failure of such person to receive a DNO could expose that person to financial regulatory enforcement action in the Netherlands and could cause our electronic money institution license to be negatively impacted or revoked. If we are denied payment or other financial licenses or such licenses are revoked, we could be forced to cease or limit business operations in certain jurisdictions, including in the EEA, and even if we are able to obtain such licenses, we could be subject to fines or other enforcement action, or stripped of such licenses, if we are found to violate the requirements of such licenses. In some countries, it is not clear whether we are required to be licensed as a payment services provider. Were local regulators to determine that such arrangements require us to be so licensed, such regulators may block payments to Drivers, merchants, shippers or carriers. Such regulatory actions, or the need to obtain regulatory approvals, could impose significant costs and involve substantial delay in payments we make in certain local markets, any of which could adversely affect our business, financial condition, or operating results.

Starting in December 2020, payments made by platform users with payment accounts in the EEA for services provided through our platform may be subject to Strong Customer Authentication (“SCA”) regulatory requirements. In many cases, SCA will require a platform user to engage in additional steps to authenticate each payment transaction. These additional authentication requirements may make our platform user experience in the EEA substantially less convenient, and such loss of convenience could meaningfully reduce the frequency with which platform users use our platform or could cause some platform users to stop using our platform entirely, which could adversely affect our business, financial condition, operating results, and prospects. Further, once SCA is implemented, many payment transactions on our platform may fail to be authenticated due to platform users not completing all necessary authentication steps. Thus, in some cases, we may not receive payment from consumers in advance of paying Drivers for services received by those users. A substantial increase in the frequency with which we make Driver payments without having received corresponding payments from consumers could adversely affect our business, financial condition, operating results, and prospects.

In addition, laws related to money transmission and online payments are evolving, and changes in such laws could affect our ability to provide payment processing on our platform in the same form and on the same terms as we have historically, or at all. For example, changes to our business in Europe, combined with changes to the EU Payment Services Directive, caused aspects of our payment operations in the EEA to fall within the scope of European payments regulation. As a result, one of our subsidiaries, Uber Payments B.V., is directly subject to financial services regulations (including those relating to anti-money laundering, terrorist financing, and sanctioned or prohibited persons) in the Netherlands and in other countries in the EEA where it conducts business. Effective July 1, 2020, we transitioned all our payment operations to the Uber Payments B.V. regulated entity in the EEA countries in which we are required to do so by the European payments regulations.

In addition, as we evolve our business or make changes to our business structure, we may be subject to additional laws or requirements related to money transmission, online payments, and financial regulation. These laws govern, among other things, money transmission, prepaid access instruments, electronic funds transfers, anti-money laundering, counter-terrorist financing, banking, systemic integrity risk assessments, security of payment processes, and import and export restrictions. Our business operations, including our payments to Drivers and merchants, may not always comply with these financial laws and regulations. Historical or future non-compliance with these laws or regulations could result in significant criminal and civil lawsuits, penalties, forfeiture of significant assets, or other enforcement actions. Costs associated with fines and enforcement actions, as well as reputational harm, changes in compliance requirements, or limits on our ability to expand our product offerings, could harm our business.

Further, our payment system is susceptible to illegal and improper uses, including money laundering, terrorist financing, fraudulent sales of goods or services, and payments to sanctioned parties. We have invested and will need to continue to invest substantial resources to comply with applicable anti-money laundering and sanctions laws, and in the EEA to conduct appropriate risk assessments and implement appropriate controls as a regulated financial service provider. Government authorities may seek to bring legal action against us if our payment system is used for improper or illegal purposes or if our enterprise risk management or controls in the EEA are not adequately assessed, updated, or implemented, and any such action could result in financial or reputational harm to our business.

We currently are subject to a number of inquiries, investigations, and requests for information from the DOJ, the SEC, and other U.S. and foreign government agencies, the adverse outcomes of which could harm our business.

We are the subject of DOJ criminal inquiries and investigations, as well as civil enforcement inquiries and investigations by other government agencies, including the SEC, in the United States and abroad. Those inquiries and investigations cover a broad range of matters, including our data deletion and document retention policies related to the 2016 Breach, which involved the breach of certain archived consumer data hosted on a cloud-based service that outside actors accessed and downloaded. We have in the past and may in the future, settle claims related to such matters. For example, in September 2018, after investigations and various lawsuits relating to the 2016 Breach, we settled with the Attorneys General of all 50 U.S. states and the District of Columbia through stipulated judgments and payment in an aggregate amount of $148 million related to our failure to report the incident for approximately one year. In April 2018, we entered into a consent decree that lasts through 2038 covering the 2014 Breach and the 2016 Breach with the U.S. Federal Trade Commission (the "FTC"), which the FTC Commissioners approved in October 2018. In November and December 2018, U.K., Dutch and French regulators imposed fines totaling approximately $1.6 million related to the 2016 Breach. The 2016 Breach may lead to additional costly and time-consuming regulatory investigations and litigation from other government entities, as well as potentially material fines and penalties imposed by other U.S. and international regulators. We are also subject to inquiries and/or investigations by various government authorities related to, among other matters, our business practices, including, for example, an inquiry by the SEC into our compliance with the registration and disclosure requirements of the Securities Act of 1933, as amended (the "Securities Act"). Investigations and enforcement actions from such entities, as well as continued negative publicity and an erosion of current and prospective platform users' trust, could severely disrupt our business.

We are also subject to inquiries and investigations by government agencies related to certain transactions we have entered into in the United States and other countries. For example, in connection with the Grab transaction, the Competition and Consumer Commission of Singapore concluded that the transaction violated local competition laws and imposed fines and restrictions on both us and Grab, including a requirement that Grab cannot require drivers to drive exclusively on its platform, a prohibition on "excessive price surges," and protections for driver commission rates. In addition, the Philippine Competition Commission approved the transaction subject to similar restrictions, including a cap on maximum allowable fares and a requirement that Grab cannot require drivers to drive exclusively on its platform, and imposed fines relating to our and Grab's non-compliance with its interim measures order during the pendency of the commission's antitrust review.

These government inquiries and investigations are time-consuming and require a great deal of financial resources and attention from us and our senior management. If any of these matters are resolved adversely to us, we may be subject to additional fines, penalties, and other sanctions, and could be forced to change our business practices substantially in the relevant jurisdictions. Any such determinations could also result in significant adverse publicity or additional reputational harm, and could result in or complicate other inquiries, investigations, or lawsuits from other regulators in future merger control or conduct investigations. Any of these developments could result in material financial damages, operational restrictions, and harm our business.

We face risks related to our collection, use, transfer, disclosure, and other processing of data, which could result in investigations, inquiries, litigation, fines, legislative and regulatory action, and negative press about our privacy and data protection practices.

The nature of our business exposes us to claims, including civil lawsuits in the United States such as those related to the 2014 Breach and the 2016 Breach. These and any future privacy or security incidents could result in violation of applicable U.S. and international privacy, data protection, and other laws. Such violations subject us to individual or consumer class action litigation as

well as governmental investigations and proceedings by federal, state, and local regulatory entities in the United States and internationally, resulting in exposure to material civil or criminal liability. Our data security and privacy practices have been the subject of inquiries from government agencies and regulators, not all of which are finally resolved. In April 2018, we entered into an FTC consent decree pursuant to which we agreed, among other things, to implement a comprehensive privacy program, undergo biennial third-party audits, and not misrepresent how we protect consumer information through 2038. In October 2018, the FTC approved the final settlement, which exposes us to penalties, for, amongst other activities, future failure to report security incidents. In November and December 2018, U.K., Dutch and French supervisory authorities imposed fines totaling approximately $1.6 million. We have also entered into settlement agreements with numerous state enforcement agencies. In January 2016, we entered into a settlement with the Office of the New York State Attorney General under which we agreed to enhance our data security practices. In September 2018, we entered into stipulated judgments with the state attorneys general of all 50 U.S. states and the District of Columbia relating to the 2016 Breach, which involved payment of $148 million and assurances that we would enhance our data security and privacy practices. Failure to comply with these and other orders could result in substantial fines, enforcement actions, injunctive relief, and other penalties that may be costly or that may impact our business. We may also assume liabilities for breaches experienced by the companies we acquire as we expand our operations. For example, in April 2018, Careem publicly disclosed and notified relevant regulatory authorities that it had been subject to a data security breach that allowed access to certain personal information of riders and drivers on its platform as of January 14, 2018. If Careem becomes subject to liability as a result of this or other data security breaches or if we fail to remediate this or any other data security breach that Careem or we experience, we may face harm to our brand, business disruption, and significant liabilities. Our insurance programs may not cover all potential claims to which we are exposed and may not be adequate to indemnify us for the full extent of our potential liabilities.

This risk is enhanced in certain jurisdictions with stringent privacy laws and, as we expand our products, offerings, and operations domestically and internationally, we may become subject to amended or additional laws that impose substantial additional obligations related to data privacy and security. The EU adopted the GDPR in 2016, and it became effective in May 2018. The GDPR applies extraterritorially and imposes stringent requirements for controllers and processors of personal data. Such requirements include higher consent standards to process personal data, robust disclosures regarding the use of personal data, strengthened individual data rights, data breach requirements, limitations on data retention, strengthened requirements for special categories of personal data and pseudonymised (i.e., key-coded) data, and additional obligations for contracting with service providers that may process personal data. The GDPR further provides that EU member states may institute additional laws and regulations impacting the processing of personal data, including (i) special categories of personal data (e.g., racial or ethnic origin, political opinions, and religious or philosophical beliefs) and (ii) profiling of individuals and automated individual decision-making. Such additional laws and regulations could limit our ability to use and share personal or other data, thereby increasing our costs and harming our business and financial condition. Non-compliance with the GDPR (including any non-compliance by any acquired business) is subject to significant penalties, including fines of up to the greater of €20 million or 4% of total worldwide revenue, and injunctions against the processing of personal data. Other jurisdictions outside the EU are similarly introducing or enhancing privacy and data security laws, rules, and regulations, which will increase our compliance costs and the risks associated with non-compliance. For example, the CCPA, which provides new privacy rights for consumers and new operational requirements for businesses, went into effect in January 2020. The CCPA includes a statutory damages framework and private rights of action against businesses that fail to comply with certain CCPA terms or implement reasonable security procedures and practices to prevent data breaches. Brazil provides another example, having passed the General Data Protection Law (Lei Geral de Proteção de Dados Pessoais, or LGPD) in 2018, which recently went into effect.

Additionally, we are subject to laws, rules, and regulations regarding cross-border transfers of personal data, including laws relating to transfer of personal data outside the EEA. We rely on transfer mechanisms permitted under these laws, including the EU Standard Contract Clauses. Such mechanisms have received heightened regulatory and judicial scrutiny, and a recent decision by the Court of Justice of the European Union casts doubt on the adequacy of all of the formerly-approved mechanisms for transferring personal data from countries in the EEA to certain other countries such as the United States. If we cannot rely on existing mechanisms for transferring personal data from the EEA, the United Kingdom, or other jurisdictions, we may be unable to transfer personal data of Drivers, consumers, or employees in those regions, which could have an adverse effect on our business, financial condition, and operating results. In addition, we may be required to disclose personal data pursuant to demands from government agencies, including from state and city regulators as a requirement for obtaining or maintaining a license or otherwise, from law enforcement agencies, and from intelligence agencies. This disclosure may result in a failure or perceived failure by us to comply with privacy and data protection policies, notices, laws, rules, and regulations, could result in proceedings or actions against us in the same or other jurisdictions, and could have an adverse impact on our reputation and brand. In addition, Careem has historically shared certain user data with certain government authorities, which conflicts with our global policies regarding data use, sharing, and ownership. We expect to maintain our data use, sharing, and ownership practices for both our business and Careem's business, and doing so may cause our relationship with government authorities in certain jurisdictions to suffer, and may result in such government authorities assessing significant fines or penalties against us or shutting down our or Careem's app on either a temporary or indefinite basis. Further, if any jurisdiction in which we operate changes its laws, rules, or regulations relating to data residency or local computation such that we are unable to comply in a timely manner or at all, we may risk losing our rights

to operate in such jurisdictions. This could adversely affect the manner in which we provide our products and offerings and thus materially affect our operations and financial results.

Such data protection laws, rules, and regulations are complex and their interpretation is rapidly evolving, making implementation and enforcement, and thus compliance requirements, ambiguous, uncertain, and potentially inconsistent. Compliance with such laws may require changes to our data collection, use, transfer, disclosure, and other processing and certain other related business practices and may thereby increase compliance costs. Additionally, any failure or perceived failure by us to comply with privacy and data protection policies, notices, laws, rules, orders, and regulations could result in proceedings or actions against us by individuals, consumer rights groups, governmental entities or agencies, or others. We could incur significant costs investigating and defending such claims and, if found liable, significant damages. Further, these proceedings and any subsequent adverse outcomes may subject us to significant penalties and negative publicity. If any of these events were to occur, our business and financial results could be significantly disrupted and adversely affected.

Adverse litigation judgments or settlements resulting from legal proceedings in which we may be involved could expose us to monetary damages or limit our ability to operate our business.

We have in the past been, are currently, and may in the future become, involved in private actions, collective actions, investigations, and various other legal proceedings by Drivers, consumers, merchants, shippers, carriers, employees, commercial partners, competitors or, government agencies, among others. We are subject to litigation relating to various matters including Driver classification, Drivers' tips and taxes, the Americans with Disabilities Act, antitrust, intellectual property infringement, privacy, unfair competition, workplace culture, safety practices, and employment and human resources practices. The results of any such litigation, investigations, and legal proceedings are inherently unpredictable and expensive. Any claims against us, whether meritorious or not, could be time consuming, costly, and harmful to our reputation, and could require significant amounts of management time and corporate resources. If any of these legal proceedings were to be determined adversely to us, or we were to enter into a settlement arrangement, we could be exposed to monetary damages or be forced to change the way in which we operate our business, which could have an adverse effect on our business, financial condition, and operating results.

In addition, we regularly include arbitration provisions in our terms of service with end-users. These provisions are intended to streamline the litigation process for all parties involved, as arbitration can in some cases be faster and less costly than litigating disputes in state or federal court. However, arbitration may become more costly for us, or the volume of arbitrations may increase and become burdensome. Further, the use of arbitration provisions may subject us to certain risks to our reputation and brand, as these provisions have been the subject of increasing public scrutiny. To minimize these risks, we may voluntarily limit our use of arbitration provisions, or we may be required to do so, in any legal or regulatory proceeding, either of which could increase our litigation costs and exposure in respect of such proceedings. For example, effective May 15, 2018, we ended mandatory arbitration of sexual misconduct claims by platform users and employees.

Further, with the potential for conflicting rules regarding the scope and enforceability of arbitration on a state-by-state basis, as well as conflicting rules between state and federal law, some or all of our arbitration provisions could be subject to challenge or may need to be revised to exempt certain categories of protection. If our arbitration agreements were found to be unenforceable, in whole or in part, or specific claims were required to be exempted from arbitration, we could experience an increase in our litigation costs and the time involved in resolving such disputes, and we could face increased exposure to potentially costly lawsuits, each of which could adversely affect our business, financial condition, operating results, and prospects.

We have operations in countries known to experience high levels of corruption and were previously subject to, and may in the future be subject to, inquiries, investigations, and requests for information with respect to our compliance with a number of anti-corruption laws to which we are subject.

We have operations in, and have business relationships with, entities in countries known to experience high levels of corruption. We are subject to the FCPA and other similar laws outside the United States that prohibit improper payments or offers of payments to foreign governments, their officials, and political parties for the purpose of obtaining or retaining business. U.S. and non-U.S. regulators alike continue to focus on the enforcement of these laws, and we may be subject to additional compliance requirements to identify criminal activity and payments to sanctioned parties. Our activities in certain countries with high levels of corruption enhance the risk of unauthorized payments or offers of payments by Drivers, consumers, merchants, shippers or carriers, employees, consultants, or business partners in violation of various anti-corruption laws, including the FCPA, even though the actions of these parties are often outside our control. Our acquisition of Careem may further enhance this risk because users of Careem's platform and Careem's employees, consultants, and business partners may not be familiar with, and may not have been previously subject to, these anti-corruption laws. We plan to provide significant training to Careem's employees, consultants, and business partners. However, our existing and future safeguards, including training and compliance programs to discourage these practices by such parties, may not prove effective, and such parties may engage in conduct for which we could be held responsible. Additional compliance requirements may compel us to revise or expand our compliance program, including the procedures we use to verify the identity of platform users and monitor international and domestic transactions.

Drivers may become subject to increased licensing requirements, and we may be required to obtain additional licenses or cap the number of Drivers using our platform.

Many Drivers currently are not required to obtain a commercial taxi or livery license in their respective jurisdictions. However, numerous jurisdictions in which we operate have conducted investigations or taken action to enforce existing licensing rules, including markets within Latin America and the Asia-Pacific region, and many others, including countries in Europe, the Middle East, and Africa, have adopted or proposed new laws or regulations that require Drivers to be licensed with local authorities or require us or our subsidiaries to be licensed as a transportation company. Local regulations requiring the licensing of us or Drivers may adversely affect our ability to scale our business and operations. In addition, it is possible that various jurisdictions could impose caps on the number of licensed Drivers or vehicles with whom we may partner or impose limitations on the maximum number of hours a Driver may work, similar to recent regulations that were adopted in Spain and New York City, which have temporarily frozen new vehicle licenses for Drivers using platforms like ours. If we or Drivers become subject to such caps, limitations, or licensing requirements, our business and growth prospects would be adversely impacted.

We may be subject to liability for the means we use to attract and onboard Drivers.

We operate in an industry in which the competition for Drivers is intense. In this highly competitive environment, the means we use to onboard and attract Drivers may be challenged by competitors, government regulators, or individual plaintiffs. For example, putative class actions have been filed by individual plaintiffs against us for alleged violation of the Telephone Consumer Protection Act of 1991, alleging, among other things, that plaintiffs received text messages from us regarding our Driver program without their consent or after indicating to us they no longer wished to receive such text messages. In addition, in early 2017, we settled an investigation by the FTC into statements we made regarding potential Driver earnings and third-party vehicle leasing and financing programs. In connection with this matter, we agreed, among other things, to pay $20 million to the FTC for Driver redress. These lawsuits are expensive and time consuming to defend, and, if resolved adversely to us, could result in material financial damages and penalties, costly adjustments to our business practices, and negative publicity. In addition, we could incur substantial expense and possible loss of revenue if competitors file additional lawsuits or other claims challenging these practices.

Our business depends heavily on insurance coverage for Drivers and on other types of insurance for additional risks related to our business. If insurance carriers change the terms of such insurance in a manner not favorable to Drivers or to us, if we are required to purchase additional insurance for other aspects of our business, or if we fail to comply with regulations governing insurance coverage, our business could be harmed.

We use a combination of third-party insurance and self-insurance mechanisms, including a wholly owned captive insurance subsidiary. Insurance related to our Rides products may include third-party automobile, automobile comprehensive and collision, physical damage, and uninsured and underinsured motorist coverage. We require Drivers to carry automobile insurance in most countries, and in many cases we also maintain insurance on behalf of Drivers. We rely on a limited number of ridesharing insurance providers, particularly internationally, and should such providers discontinue or increase the cost of coverage, we cannot guarantee that we would be able to secure replacement coverage on reasonable terms or at all. For example, one of our insurance providers recently announced early termination of coverage and was replaced with other insurance providers. In addition to insurance related to our products, we maintain other automobile insurance coverage for owned vehicles and employee activity, as well as insurance coverage for non-automotive corporate risks including general liability, workers' compensation, property, cyber liability, and director and officers' liability. If our insurance carriers change the terms of our policies in a manner unfavorable to us or Drivers, our insurance costs could increase. The cost of insurance that we maintain on behalf of Drivers is higher in the United States and Canada than in other geographies. Further, if the insurance coverage we maintain is not adequate to cover losses that occur, we could be liable for significant additional costs.

In addition, we and our captive insurance subsidiary are party to certain reinsurance and indemnification arrangements that transfer a significant portion of the risk from the insurance provider to us or our captive insurance subsidiary, which could require us to pay out material amounts that may be in excess of our insurance reserves, resulting in harm to our financial condition. Our insurance reserves account for unpaid losses and loss adjustment expenses for risks retained by us through our captive insurance subsidiary and other risk retention mechanisms. Such amounts are based on actuarial estimates, historical claim information, and industry data. While management believes that these reserve amounts are adequate, the ultimate liability could be in excess of our reserves.

We may be subject to claims of significant liability based on traffic accidents, injuries, or other incidents that are claimed to have been caused by Drivers who use our platform, even when those Drivers are not actively using our platform or when an individual impersonates a Driver. As we expand to include more offerings on our platform, our insurance needs will likely extend to those additional offerings, including Freight and autonomous vehicles. As a result, our automobile liability and general liability insurance policies and insurance maintained by Drivers may not cover all potential claims related to traffic accidents, injuries, or other incidents that are claimed to have been caused by Drivers who use our platform, and may not be adequate to indemnify us for all liability that we could face. Even if these claims do not result in liability, we could incur significant costs in investigating and defending against them. If insurers become insolvent, they may not be able to pay otherwise valid claims in a timely manner or at

all. If we are subject to claims of liability relating to the acts of Drivers or others using our platform, we may be subject to negative publicity and incur additional expenses, which could harm our business, financial condition, and operating results.

In addition, we are subject to local laws, rules, and regulations relating to insurance coverage which could result in proceedings or actions against us by governmental entities or others. Legislation has been passed in many U.S. jurisdictions that codifies these insurance requirements with respect to ridesharing. Additional legislation has been proposed in other jurisdictions that seeks to codify or change insurance requirements with respect to ridesharing. Further, service providers and business customers of Freight and Uber for Business may require higher levels of coverage as a condition to entering into certain key contracts with us. Any failure, or perceived failure, by us to comply with local laws, rules, and regulations or contractual obligations relating to insurance coverage could result in proceedings or actions against us by governmental entities or others. These lawsuits, proceedings, or actions may subject us to significant penalties and negative publicity, require us to increase our insurance coverage, require us to amend our insurance policy disclosure, increase our costs, and disrupt our business.

We may be subject to pricing regulations, as well as related litigation or regulatory inquiries.

Our revenue is dependent on the pricing models we use to calculate consumer fares and Driver earnings. Our pricing models, including dynamic pricing, have been, and will likely continue to be, challenged, banned, limited in emergencies, and capped in certain jurisdictions. For example, in 2016, following the filing of a petition in the Delhi High Court relating to surge pricing, we agreed to not calculate consumer fares in excess of the maximum government-mandated fares in New Delhi, India. This practice has now been adopted in all major Indian cities where legal proceedings have limited the use of surge pricing. Further, in 2018, Honolulu, Hawaii became the first U.S. city to pass legislation to cap surge pricing if increased rates exceed the maximum fare set by the city. Additional regulation of our pricing models could increase our operating costs and adversely affect our business. Furthermore, our pricing model has been the subject of litigation and regulatory inquiries related to, among other things, the calculation of and statements regarding consumer fares and Driver earnings (including rates, fees, surcharges, and tolls), as well as the use of surge pricing during emergencies and natural disasters. As a result, we may be forced to change our pricing models in certain jurisdictions, which could harm our revenue or result in a sub-optimal tax structure.

If we are unable to protect our intellectual property, or if third parties are successful in claiming that we are misappropriating the intellectual property of others, we may incur significant expense and our business may be adversely affected.

Our intellectual property includes the content of our website, mobile applications, registered domain names, software code, firmware, hardware and hardware designs, registered and unregistered trademarks, trademark applications, copyrights, trade secrets, inventions (whether or not patentable), patents, and patent applications. We believe that our intellectual property is essential to our business and affords us a competitive advantage in the markets in which we operate. If we do not adequately protect our intellectual property, our brand and reputation may be harmed, Drivers, consumers, merchants, shippers, and carriers could devalue our products and offerings, and our ability to compete effectively may be impaired.

To protect our intellectual property, we rely on a combination of copyright, trademark, patent, and trade secret laws, contractual provisions, end-user policies, and disclosure restrictions. Upon discovery of potential infringement of our intellectual property, we assess and when necessary, take action to protect our rights as appropriate. We also enter into confidentiality agreements and invention assignment agreements with our employees and consultants and seek to control access to, and distribution of, our proprietary information in a commercially prudent manner. The efforts we have taken to protect our intellectual property may not be sufficient or effective. For example, effective intellectual property protection may not be available in every country in which we currently or in the future will operate. In addition, it may be possible for other parties to copy or reverse-engineer our products and offerings or obtain and use the content of our website without authorization. Further, we may be unable to prevent competitors or other third parties from acquiring or using domain names or trademarks that are similar to, infringe upon, or diminish the value of our domain names, trademarks, service marks, and other proprietary rights. Moreover, our trade secrets may be compromised by third parties or our employees, which would cause us to lose the competitive advantage derived from the compromised trade secrets. Further, we may be unable to detect infringement of our intellectual property rights, and even if we detect such violations and decide to enforce our intellectual property rights, we may not be successful, and may incur significant expenses, in such efforts. In addition, any such enforcement efforts may be time-consuming and may divert management's attention. Further, such enforcement efforts may result in a ruling that our intellectual property rights are unenforceable or invalid. Any failure to protect or any loss of our intellectual property may have an adverse effect on our ability to compete and may adversely affect our business, financial condition, or operating results.

Companies in the Internet and technology industries, and other patent and trademark holders, including "non-practicing entities," seeking to profit from royalties in connection with grants of licenses or seeking to obtain injunctions, own large numbers of patents, copyrights, trademarks, and trade secrets and frequently enter into litigation based on allegations of infringement or other violations of intellectual property rights. We have and may in the future continue to receive notices that claim we have misappropriated, misused, or infringed upon other parties' intellectual property rights.

Furthermore, from time to time we may introduce or acquire new products, including in areas in which we historically have

not operated, which could increase our exposure to patent and other intellectual property claims. In addition, we and companies we acquired or in which we have an interest have been sued, and we may in the future be sued, for allegations of intellectual property infringement or threats of trade secret misappropriation. If a company we acquire or in which we have an interest loses rights to valuable intellectual property in such lawsuits, the value of our investment may materially decline.

Any intellectual property claim against us, regardless of merit, could be time consuming and expensive to settle or litigate, could divert our management's attention and other resources, and could hurt goodwill associated with our brand. These claims may also subject us to significant liability for damages and may result in us having to stop using technology, content, branding, or business methods found to be in violation of another party's rights. Further, certain adverse outcomes of such proceedings could adversely affect our ability to compete effectively in existing or future businesses.

We may be required or may opt to seek a license for the right to use intellectual property held by others, which may not be available on commercially reasonable terms, or at all. Even if a license is available, we may be required to pay significant royalties, which may increase our operating expenses. We may also be required to develop alternative non-infringing technology, content, branding, or business methods, which could require significant effort and expense and make us less competitive. If we cannot license or develop alternative technology, content, branding, or business methods for any allegedly infringing aspect of our business, we may be unable to compete effectively or we may be prevented from operating our business in certain jurisdictions. Any of these results could harm our operating results.

Our reported financial results may be adversely affected by changes in accounting principles.

The accounting for our business is complicated, particularly in the area of revenue recognition, and is subject to change based on the evolution of our business model, interpretations of relevant accounting principles, enforcement of existing or new regulations, and changes in SEC or other agency policies, rules, regulations, and interpretations, of accounting regulations. Changes to our business model and accounting methods could result in changes to our financial statements, including changes in revenue and expenses in any period, or in certain categories of revenue and expenses moving to different periods, may result in materially different financial results, and may require that we change how we process, analyze, and report financial information and our financial reporting controls.

If we are deemed an investment company under the Investment Company Act, applicable restrictions could have an adverse effect on our business.

The Investment Company Act contains substantive legal requirements that regulate the manner in which "investment companies" are permitted to conduct their business activities. We believe that we have conducted our business in a manner that does not result in being characterized as an "investment company" under the Investment Company Act because we are primarily engaged in a non-investment company business. Although a significant portion of our assets constitute investments in non-controlled entities (including in China), referred to elsewhere in this Quarterly Report on Form 10-Q as minority-owned affiliates, we believe that we are not an investment company as defined by the Investment Company Act. While we intend to conduct our operations such that we will not be deemed an investment company, such a determination would require us to initiate burdensome compliance requirements and comply with restrictions imposed by the Investment Company Act that would limit our activities, including limitations on our capital structure and our ability to transact with affiliates, which would have an adverse effect on our financial condition. To avoid such a determination, we may be required to conduct our business in a manner that does not subject us to the requirements of the Investment Company Act, which could have an adverse effect on our business. For example, we may be required to sell certain of our assets and pay significant taxes upon the sale or transfer of such assets.

Risks Related to Ownership of Our Common Stock

The market price of our common stock has been, and may continue to be, volatile or may decline steeply or suddenly regardless of our operating performance, and we may not be able to meet investor or analyst expectations. You may not be able to resell your shares at or above the price you paid and may lose all or part of your investment.

The market price of our common stock may fluctuate or decline significantly in response to numerous factors, many of which are beyond our control, including:

- actual or anticipated fluctuations in MAPCs, Trips, Adjusted EBITDA, Adjusted Net Revenue, Gross Bookings, revenue, or other operating and financial results;
- announcements by us or estimates by third parties of actual or anticipated changes in the number of Drivers and consumers on our platform;
- variations between our actual operating results and the expectations of our management, securities analysts, investors, the financial community;
- actions of securities analysts who initiate or maintain coverage of us, changes in financial estimates by any securities analysts who follow our company, or our failure to meet these estimates or the expectations of investors;

- announcements by us or our competitors of significant products or features, technical innovations, acquisitions, strategic partnerships, joint ventures, or capital commitments;
- negative media coverage or publicity;
- changes in operating performance and stock market valuations of technology companies generally, or those in our industry in particular, including our competitors;
- price and volume fluctuations in the overall stock market, including as a result of trends in the economy as a whole;
- lawsuits threatened, filed, or decided against us;
- developments in legislation or regulatory actions, including interim or final rulings by judicial or regulatory bodies (including any competition authorities blocking, delaying, or subjecting our acquisition of Careem to significant limitations or restrictions on our ability to operate in one or more markets, or requiring us to divest our or Careem's business in one or more markets);
- changes in accounting standards, policies, guidelines, interpretations, or principles;
- any major change in our board of directors or management;
- any safety incidents or public reports of safety incidents that occur on our platform or in our industry;
- statements, commentary, or opinions by public officials that our product offerings are or may be unlawful, regardless of any interim or final rulings by judicial or regulatory bodies; and
- other events or factors, including those resulting from war, incidents of terrorism, natural disasters, public health concerns or epidemics, such as the current COVID-19 pandemic, natural disasters, or responses to these events.

In addition, price and volume fluctuations in the stock markets have affected and continue to affect many technology companies' stock prices. Often, their stock prices have fluctuated in ways unrelated or disproportionate to the companies' operating performance. In the past, stockholders have filed securities class action litigation following periods of market volatility. For example, beginning in September 2019, several putative class actions were filed in California state and federal courts against us, our directors, certain of our officers, and the underwriters named in our IPO registration statement alleging violations of securities laws in connection with our IPO. Securities litigation could subject us to substantial costs, divert resources and the attention of management from our business, and seriously harm our business. In addition, the occurrence of any of the factors listed above, among others, may cause our stock price to decline significantly, and there can be no assurance that our stock price would recover. As such, you may not be able to sell your shares at or above the price you paid, and you may lose some or all of your investment.

Delaware law and provisions in our amended and restated certificate of incorporation and amended and restated bylaws could make a merger, tender offer, or proxy contest difficult, thereby depressing the trading price of our common stock.

Our amended and restated certificate of incorporation and amended and restated bylaws contain provisions that could depress the trading price of our common stock by acting to discourage, delay, or prevent a change of control of our company or changes in our management that the stockholders of our company may deem advantageous. These provisions include the following:

- our board of directors has the right to elect directors to fill vacancies created by the expansion of our board of directors or the resignation, death, or removal of a director, which prevents stockholders from being able to fill vacancies on our board of directors;
- advance notice requirements for stockholder proposals, which may reduce the number of stockholder proposals available for stockholder consideration;
- limitations on stockholder ability to convene special stockholder meetings, which could make it difficult for our stockholders to adopt desired governance changes;
- prohibition on cumulative voting in the election of directors, which limits the ability of minority stockholders to elect director candidates; and
- our board of directors is able to issue, without stockholder approval, shares of undesignated preferred stock, which makes it possible for our board of directors to issue preferred stock with voting or other rights or preferences that could impede the success of any attempt to acquire us.

Any provision of our amended and restated certificate of incorporation, amended and restated bylaws, or Delaware law that has the effect of delaying or deterring a change in control could limit the opportunity for our stockholders to receive a premium for their shares of our common stock, and could also affect the price that some investors are willing to pay for our common stock. In addition, under our existing debt instruments, we, and certain of our subsidiaries, are subject to certain limitations on our business and operations, including limitations on certain consolidations, mergers, and sales of assets. For information regarding these and

other provisions, see the risk factor titled "-We have incurred a significant amount of debt and may in the future incur additional indebtedness. Our payment obligations under such indebtedness may limit the funds available to us, and the terms of our debt agreements may restrict our flexibility in operating our business."

Sales, directly or indirectly, of shares of our common stock by existing stockholders could cause our stock price to decline.

Sales, directly or indirectly, of a substantial number of shares of our common stock, or the public perception that these sales might occur, could depress the market price of our common stock and could impair our ability to raise capital through the sale of additional equity securities.

Concentration of ownership of our common stock among our existing executive officers, directors, and principal stockholders may prevent new investors from influencing significant corporate decisions, including mergers, consolidations, or the sale of us or all or substantially all of our assets.

As of December 31, 2019 and based on a review of SEC filings, our executive officers, directors, and current beneficial owners of 5% or more of our common stock, in the aggregate, beneficially owned approximately 17.6% of our outstanding shares of common stock. These persons, acting together, will be able to significantly influence all matters requiring stockholder approval, including the election of directors and the approval of significant corporate transactions, such as mergers, consolidations, or the sale of us or all or substantially all of our assets. This concentration of ownership may have the effect of delaying or preventing a change of control, including a merger, consolidation, or other business combination involving our company, or discouraging a potential acquirer from otherwise attempting to obtain control, even if that change of control would benefit our other stockholders.

If securities or industry analysts either do not publish research about us, or publish inaccurate or unfavorable research about us, our business, or our market, or, if such analysts change their recommendations regarding our common stock adversely, the trading price or trading volume of our common stock could decline.

The trading market for our common stock will be influenced in part by the research and reports that securities or industry analysts may publish about us, our business, our market, or our competitors. If one or more of the analysts initiate research with an unfavorable rating or downgrade our common stock, provide more favorable recommendations about our competitors, or publish inaccurate or unfavorable research about our business, our common stock price would likely decline. If any analyst who may cover us were to cease coverage of us or fail to regularly publish reports on us, we could lose visibility in the financial markets, which in turn could cause the trading price or trading volume of our common stock to decline.

We do not intend to pay cash dividends for the foreseeable future.

We have never declared or paid cash dividends on our capital stock. We currently intend to retain any future earnings to finance the operation and expansion of our business, and we do not expect to declare or pay any cash dividends in the foreseeable future. In addition, certain of our existing debt instruments include restrictions on our ability to pay cash dividends. As a result, you may only receive a return on your investment in our common stock if the market price of our common stock increases.

The requirements of being a public company may strain our resources, result in more litigation, and divert management's attention from operating our business.

As a public company, we are subject to the reporting requirements of the Exchange Act, the Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the listing requirements of the NYSE, and other applicable securities rules and regulations. Complying with these rules and regulations has increased our legal and financial compliance costs, make some activities more difficult, time-consuming, or costly, and increase demand on our systems and resources. The Exchange Act requires, among other things, that we file annual, quarterly, and current reports with respect to our business and operating results.

By disclosing information in this Quarterly Report on Form 10-Q and in filings required of a public company, our business and financial condition will become more visible, which we believe may result in threatened or actual litigation, including by competitors and other third parties. If those claims are successful, our business could be seriously harmed. Even if the claims do not result in litigation or are resolved in our favor, the time and resources needed to resolve them could divert our management's resources and seriously harm our business.

As a result of being a public company, we are obligated to develop and maintain proper and effective internal controls over financial reporting, and any failure to maintain the adequacy of these internal controls may adversely affect investor confidence in our company and, as a result, the value of our common stock.

We are required, pursuant to Section 404 of the Sarbanes-Oxley Act ("Section 404"), to furnish a report by management on, among other things, the effectiveness of our internal control over financial reporting as of December 31, 2020. This assessment will need to include disclosure of any material weaknesses identified by our management in our internal control over financial reporting. In addition, our independent registered public accounting firm will be required to attest to the effectiveness of our internal control over financial reporting as of December 31, 2020. We currently are required to disclose changes in internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over

financial reporting on a quarterly basis.

We have commenced the costly and challenging process of compiling the system and processing documentation necessary to perform the evaluation needed to comply with Section 404, and we may not be able to complete our evaluation, testing, and any required remediation in a timely fashion. Our compliance with Section 404 will require that we incur substantial accounting expense and expend significant management efforts. In addition, as our business continues to grow in size and complexity, we are improving our processes and infrastructure to help ensure we can prepare financial reporting and disclosures within the timeline required for a public company. We may need to hire additional accounting and financial staff with appropriate public company experience and technical accounting knowledge to compile the system and process documentation necessary to perform the evaluation needed to comply with Section 404. In addition, prior to completing our internal control assessment under Section 404, we may become aware of and disclose material weaknesses that will require timely remediation. Due to our significant growth, especially with respect to high-growth offerings like Eats and Freight, we face challenges in consistent performance of controls in response to evolving risks of misstatement. In addition, due to our continuous development of new products and technology solutions, we face challenges in timely and appropriately designing or executing controls. Our financial reporting infrastructure, including our information technology general computer systems and controls, is also evolving in support of our growing business activities and continued enhancement and automation of our internal control over financial reporting, which results in challenges in the design and consistent execution of such controls. During the evaluation and testing process of our internal controls, if we identify one or more material weaknesses in our internal control over financial reporting, we will be unable to assert that our internal control over financial reporting is effective.

We cannot assure you that there will not be material weaknesses in our internal control over financial reporting in the future. Any failure to maintain internal control over financial reporting could severely inhibit our ability to accurately report our financial condition or operating results. If we are unable to conclude that our internal control over financial reporting is effective, or if we or our independent registered public accounting firm determines we have a material weakness in our internal control over financial reporting, we could lose investor confidence in the accuracy and completeness of our financial reports, the market price of our common stock could decline, and we could be subject to sanctions or investigations by the stock exchange on which our securities are listed, the SEC or other regulatory authorities. Failure to remedy any material weakness in our internal control over financial reporting, or to implement or maintain these and other effective control systems required of public companies, could also restrict our future access to the capital markets.

Our amended and restated certificate of incorporation provides that the Court of Chancery of the State of Delaware and, to the extent enforceable, the federal district courts of the United States of America are the exclusive forums for substantially all disputes between us and our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers, or employees.

Our amended and restated certificate of incorporation provides that the Court of Chancery of the State of Delaware is the exclusive forum for the following types of actions or proceedings under Delaware statutory or common law:

- any derivative action or proceeding brought on our behalf;
- any action asserting a breach of fiduciary duty;
- any action asserting a claim against us or our directors, officers, or employees arising under the Delaware General Corporation Law, our amended and restated certificate of incorporation, or our amended and restated bylaws;
- any action regarding our amended and restated certificate of incorporation or our amended and restated bylaws;
- any action as to which the Delaware General Corporation Law confers jurisdiction to the Court of Chancery of the State of Delaware; and
- any action asserting a claim against us that is governed by the internal-affairs doctrine.

This provision would not apply to suits brought to enforce a duty or liability created by the Exchange Act or any other claim for which the U.S. federal courts have exclusive jurisdiction.

Our amended and restated certificate of incorporation provides that the federal district courts of the United States of America will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act, subject to and contingent upon a final adjudication in the State of Delaware of the enforceability of such exclusive forum provision. Although the Delaware Supreme Court recently held that such exclusive forum provisions are facially valid, courts in other jurisdictions may find such provisions to be unenforceable.

These exclusive-forum provisions may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers, or other employees, which may discourage lawsuits against us and our directors, officers, and other employees. If any other court of competent jurisdiction were to find either exclusive-forum provision in our amended and restated certificate of incorporation to be inapplicable or unenforceable, we may incur additional costs associated

with resolving the dispute in other jurisdictions, which could seriously harm our business.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Use of Proceeds

On May 14, 2019, we closed our initial public offering ("IPO"), in which we sold 180 million shares of our common stock at a price of $45.00 per share. The offer and sale of the shares in the IPO were registered under the Securities Act pursuant to an effective registration statement on Form S-1 (File No. 333-230812). We raised approximately $8.0 billion in net proceeds after deducting underwriting discounts and commissions of $106 million and offering expenses. We have used the net proceeds from our IPO for general corporate purposes, including working capital, operating expenses and capital expenditures. No proceeds currently remain from the IPO. The representatives of the underwriters of our IPO were Morgan Stanley & Co. LLC and Goldman Sachs & Co. LLC. No payments were made by us to directors, officers or persons owning ten percent or more of our common stock or to their associates, or to our affiliates, other than payments in the ordinary course of business to officers for salaries and to non-employee directors pursuant to our director compensation policy.

ITEM 6. EXHIBITS

The documents listed in the Exhibit Index of this Quarterly Report on Form 10-Q are herein incorporated by reference or are filed with this Quarterly Report on Form 10-Q, in each case as indicated therein (numbered in accordance with Item 601 of Regulation S-K).

EXHIBIT INDEX

Exhibit No.	Exhibit Description	Incorporated by Reference			
		Form	File Number	Exhibit	Filing Date
3.1	Amended and Restated Certificate of Incorporation of the Registrant.	8-K	001-38902	3.1	May 14, 2019
3.2	Amended and Restated Bylaws of the Registrant.	8-K	001-38902	3.2	May 14, 2019
4.1	Indenture, dated as of September 16, 2020, by and between the Registrant, Rasier, LLC and U.S. Bank National Trust Association, as Trustee.	8-K	001-38902	4.1	September 16, 2020
4.2	Form of Global Note, representing the Registrant's 6.250% Senior Form of Global Note, representing the Registrant's 6.250% Senior Notes due 2028 (included as Exhibit A to the Indenture filed as Exhibit 4.1). due 2028 (included as Exhibit A to the Indenture filed as Exhibit 4.1).	8-K	001-38902	4.2	September 16, 2020
10.1+	Google Maps Master Agreement, by and between the Registrant and Google LLC, dated July 13, 2020.				
10.2†	Form of Employment Agreement between the Registrant and its executive officers.				
31.1	Certification of the Principal Executive Officer pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				
31.2	Certification of the Principal Financial Officer pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				
32.1*	Certifications of the Principal Executive Officer and Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.				
101.SCH	XBRL Taxonomy Extension Schema Document.				
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.				
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.				
101.LAB	XBRL Taxonomy Extension Labels Linkbase Document.				
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.				
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)				

+ Portions of this exhibit have been omitted in accordance with Item 601(b)(10)(iv) of Regulation S-K.

† This form of employment agreement will be used for all named executive officer employment agreements entered into and effective after July 1, 2020 unless otherwise noted.

* The certifications attached as Exhibit 32.1 that accompany this Quarterly Report on Form 10-Q are deemed furnished and not filed with the Securities and Exchange Commission and are not to be incorporated by reference into any filing of Uber Technologies, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date of this Quarterly Report on Form 10-Q, irrespective of any general incorporation language contained in such filing.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

UBER TECHNOLOGIES, INC.

Date: November 6, 2020

By: /s/ Dara Khosrowshahi
Dara Khosrowshahi
Chief Executive Officer and Director
(Principal Executive Officer)

Date: November 6, 2020

By: /s/ Nelson Chai
Nelson Chai
Chief Financial Officer
(Principal Financial Officer)

Exhibit 10.1

Certain information in this document identified by brackets has been omitted because it is both not material and would be competitively harmful if publicly disclosed.

Google Maps Master Agreement

This Google Maps Master Agreement is comprised of the Google Maps Master Agreement General Terms ("General Terms"), and all Services Schedules and Order Forms that are incorporated by reference into the Google Maps Master Agreement (collectively, the "Agreement"), and is entered into by Google LLC, with offices at 1600 Amphitheatre Parkway, Mountain View, CA 94043 ("Google") and Uber Technologies, Inc., with offices at 1455 Market Street, San Francisco, CA 94103 ("Customer").

Google Maps Master Agreement General Terms

1. Services.

1.1 Provision of Services. After the parties complete and execute an Order Form, (a) Google will provide the Services to Customer in accordance with the Agreement, including the SLAs, and (b) Customer may use the Services in accordance with the applicable Services Schedule.

1.2 Compliance with Law. Each party will comply with all laws and regulations applicable to its provision, receipt, or use of the Services, as applicable.

2. Customer Obligations.

2.1 Consents. Customer is responsible for any consents and notices from End Users in accordance with applicable data protection law to allow: (a) Customer to access, monitor, use, or disclose any data submitted through Customer Applications; and (b) Google to provide the Services.

2.2 Compliance.

(a) Customer Compliance. Customer will (i) ensure that Customer and all End Users' (except Unauthenticated End Users') use of the Services complies with the Agreement, (ii) use commercially reasonable efforts to prevent and terminate any unauthorized access or use of the Services, and (iii) promptly notify Google of any unauthorized use of, or access to, the Services of which Customer becomes aware (except by Unauthenticated End Users). In addition to the foregoing, Customer will not authorize End Users to use the Services in a manner inconsistent with the terms of this Agreement, and will take reasonable steps to ensure End Users are complying with such terms.

(b) Unauthenticated End Users. Customer will (i) use commercially reasonable efforts to restrict Unauthenticated End Users' use of the Services to comply with the Agreement by employing industry standard security and authorization measures to its Customer Applications and External Products, and (ii) promptly notify Google of any regular and consistent pattern of unauthorized use of, or access to, the Services by Unauthenticated End Users of which Customer becomes aware. If Customer notifies Google of regular and consistent pattern of unauthorized access by Unauthenticated End Users, then parties will meet in good faith to discuss options to reduce the risk for the Services under this Agreement.

2.3 Use Restrictions. Customer will not, and will not permit End Users to, (a) copy, modify, create derivatives work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any of the source code of the Services (except to the extent such restriction is expressly

prohibited by applicable law) except as otherwise expressly permitted under the terms of the Agreement; (b) sell, resell, sublicense, transfer, or distribute the Services; or (c) access or use the Services (i) for High Risk Activities; (ii) in a manner intended to avoid incurring Fees otherwise owed under this Agreement; (iii) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; (iv) in a manner that breaches, or causes the breach of, Export Control Laws; or (v) to transmit, store, or process health information subject to United States HIPAA regulations except as permitted by an executed HIPAA BAA.

3. Payment Terms.

3.1 Payment. Google will invoice Customer for the Fees. Customer will pay Google all invoiced amounts by the Payment Due Date. All payments are due in the currency described in the invoice. Wire transfer payments must include the bank information described in the invoice.

3.2 Taxes. Google will itemize any invoiced Taxes. Customer will pay invoiced Taxes unless Customer provides a valid tax exemption certificate. Customer may withhold Taxes if Customer provides a valid receipt evidencing the taxes withheld.

3.3 Invoice Disputes. Customer may dispute invoiced Fees if Customer believes in good faith that Fees were inaccurately invoiced (an "Invoice Dispute"). If an Invoice Dispute is submitted before the Payment Due Date, then notwithstanding Section 3.1 (Payment), Customer must only pay the amounts not subject to the Invoice Dispute. If an Invoice Dispute is submitted after the Payment Due Date and the parties determine that Fees paid were incorrectly invoiced, then Google will issue a credit equal to the agreed amount in the next invoice. If such amount is agreed at or after the expiration or termination of the applicable Order Form or the Agreement, then Google will refund such amount paid by Customer within 30 days of the parties' agreement to refund such amounts. If the disputed Fees were accurately invoiced, Google will provide Customer with an explanation of Fees due and Customer must pay such disputed Fees within 30 days after delivery of such report.

3.4 Overdue Payments. If Customer's payment is overdue, then Google may (a) charge interest on overdue amounts at [***]% per month (or the highest rate permitted by law, if less) from the Payment Due Date until paid in full, and (b) Suspend Customer's use of the Services if Customer's payment is overdue more than [***] days after the Payment Due Date.

3.5 Purchase Orders. If Customer requires a purchase order number on its invoice, Customer will provide a purchase order number in the Order Form. If Customer does not provide a purchase order number, then (a) Google will invoice Customer without a purchase order number, and (b) Customer will pay invoices without a purchase order number referenced. Any terms on a purchase order are void.

4. Intellectual Property.

4.1 Intellectual Property Rights. Except as expressly described in the Agreement, the Agreement does not grant either party any rights, implied or otherwise, to the other's content or Intellectual Property. As between the parties, Customer retains all Intellectual Property Rights in Customer Applications, and Google retains all Intellectual Property Rights in the Services and Software.

4.2 Feedback.

(a) At its option, Customer may provide feedback and suggestions about the Services to Google ("Customer Feedback"). If Customer provides Customer Feedback, then Google and its Affiliates may use that Feedback without restriction and without obligation to Customer.

(b) At its option, Google may provide feedback and suggestions about its use of the Services to Customer ("Google Feedback"). If Google provides Google Feedback, then Customer and its Affiliates may use that Feedback without restriction and without obligation to Customer.

5. Confidentiality.

5.1 Use and Disclosure of Confidential Information. The Recipient will only use the Disclosing Party's Confidential Information to exercise its rights and fulfill its obligations under the Agreement, and will use reasonable care to protect against the disclosure of the Disclosing Party's Confidential Information. Notwithstanding any other provision in the Agreement, the Recipient may disclose the Disclosing Party's Confidential Information (a) to its Delegates who have a need to know and who are bound by confidentiality obligations at least as protective as those in this Section 5 (Confidentiality); (b) with the Disclosing Party's written consent; or (c) as strictly necessary to comply with the Legal Process, provided the Recipient promptly notifies the Disclosing Party prior to such disclosure, and uses reasonable efforts to provide at least 10 business days' notice prior to such disclosure, unless (i) the Recipient is legally prohibited from doing so or (ii) the Legal Process relates to exceptional circumstances involving danger of death or serious physical injury. The Recipient will comply with the Disclosing Party's reasonable requests to oppose disclosure of its Confidential Information.

5.2 Redirect Disclosure Request. If the Recipient receives Legal Process for the Disclosing Party's Confidential Information, the Recipient will first attempt to redirect the third party to request it from the Disclosing Party directly, unless the Legal Process relates to exceptional circumstances involving danger of death or serious physical injury. To facilitate this request, the Recipient may provide the Disclosing Party's basic contact information to the third party.

6. Marketing and Publicity. Neither party may make any public statement regarding the Agreement without the other's written approval except as described in this Section 6 (Marketing and Publicity):

6.1 Brand Features. Customer may use Google's Brand Features in connection with the Agreement in accordance with the Google Trademark Guidelines. Google may use Customer's Brand Features in connection with the Agreement in accordance with the Customer Trademark Guidelines. A party may revoke the other party's right to use its Brand Features with 30 days' written notice. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features.

6.2 Announcement. The parties will work together to release a public communication announcing this Agreement (the "Joint Press Release"). The Joint Press Release will include agreed content and will occur on an agreed date within six months of the Effective Date.

7. Representations and Warranties. Each party represents and warrants that it (a) has full power and authority to enter into the Agreement and (b) will comply with (i) Export Control Laws and (ii) Anti-Bribery Laws in performing its obligations under the Agreement.

8. Disclaimer. Except as expressly provided for in the Agreement, to the fullest extent permitted by applicable law, Google (a) does not make any warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, noninfringement, or error-free or uninterrupted use of the Services or Software and (b) makes no representation about content or information accessible through the Services. Information from the Services may differ from actual conditions (e.g., road, environmental, and traffic conditions), and may not be suitable for the Customer Application in all circumstances. Customer must exercise independent judgment when using the Services to ensure that (a) its use of Google Maps are suitable for the Customer Application; and (b) the Customer Application's use of the Services is safe for End Users and other third parties.

9. Indemnification.

9.1 Google Indemnification Obligations. Subject to the Liability Cap in Section 10.1(b) (Limited Liabilities), Google will defend Customer and its Affiliates participating under the Agreement ("Customer Indemnified Parties"), and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that the Customer Indemnified Parties' use of Google Indemnified Materials infringes the third party's Intellectual Property Rights.

9.2 Customer Indemnification Obligations. Subject to the Liability Cap in Section 10.1(b) (Limited Liabilities), Customer will defend Google and its Affiliates and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from (a) an allegation that the Google Indemnified Party's use of any Customer Indemnified Materials infringes the third party's Intellectual Property Rights; (b) Customer's uncured material breach of the AUP or the Use Restrictions; (c) its' Commercial End User's uncured material breach of the AUP or the Use Restrictions; and (d) uncured material breach of the AUP or the Use Restrictions by End Users who are not Commercial End Users, that is the result of a regular and consistent pattern of unauthorized access to the Services.

9.3 Indemnification Exclusions. Sections 9.1 (Google Indemnification Obligations) and 9.2 (Customer Indemnification Obligations) will not apply to the extent the underlying allegation arises from (a) the indemnified party's breach of the Agreement or (b) a combination of the Google Indemnified Materials or Customer Indemnified Materials (as applicable) with materials not provided by the indemnifying party under the Agreement.

9.4 Indemnification Conditions. Sections 9.1 (Google Indemnification Obligations) and 9.2 (Customer Indemnification Obligations) are conditioned on the following:

(a) The indemnified party must promptly notify the indemnifying party in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with the indemnifying party to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 9.4(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under Section 9.1 (Google Indemnification Obligations) or 9.2 (Customer Indemnification Obligations) (as applicable) will be reduced in proportion to the prejudice.

(b) The indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

9.5 Remedies.

(a) If Google reasonably believes the Services might infringe a third party's Intellectual Property Rights, then Google will, at its sole option and expense, (i) procure the right for Customer to continue using the Services, (ii) modify the Services to make them non-infringing without materially reducing their functionality, or (iii) replace the Services with a non-infringing, functionally equivalent alternative. If the modification or replacement has a material adverse impact on Customer and materially and negatively impacts the quality or usefulness of the impacted Services, then the parties will discuss in good faith the terms of the Order Form for such impacted Services, and may re-negotiate in good faith the terms of the Order Form, including the associated Fees and Minimum Commitments.

(b) If Google does not believe the remedies in Section 9.5(a) are commercially reasonable, then Google may Suspend or terminate the impacted Services. If Google terminates Services under this

Section 9.5 (Remedies) or Suspension continues for a period longer than 30 days, then within 30 days of the date Google notifies Customer in writing of such termination or suspension and the parties will discuss in good faith the terms of the Order Form for such impacted Services, and may re-negotiate in good faith the terms of the Order Form, including the associated Fees and Minimum Commitments.

9.6 Sole Rights and Obligations. Without affecting either party's termination rights, this Section 9 (Indemnification) states the parties' sole and exclusive remedy under the Agreement for any third-party allegations of Intellectual Property Rights infringement covered by this Section 9 (Indemnification).

10. Liability.

10.1 Limited Liabilities.

(a) To the extent permitted by applicable law and subject to Section 10.2 (Unlimited Liabilities), neither party will have any Liability arising out of or relating to the Agreement for any
(i) indirect, consequential, special, incidental, or punitive damages or
(ii) lost revenues, profits, savings, or goodwill.

(b) Each party's total aggregate Liability for damages arising out of or relating to the Agreement is limited to the lesser of (i) Fees Customer paid under the applicable Services Schedule during the 12 month period before the event giving rise to Liability (the "Liability Cap") and (ii) $15 million USD.

10.2 Unlimited Liabilities. Nothing in the Agreement excludes or limits either party's Liability for:

(a) death or personal injury resulting from its negligence or the negligence of its employees or agents;
(b) its fraud or fraudulent misrepresentation;
(c) its breach of the licenses granted under the Google Maps Platform Rides and Deliveries Solution Service Schedule Section 2 (Using the Services) and Appendices 1 (End User Map Usage Exception), 2 (Exception for Navigation Applications and Service Failures), 3 (Caching Solution), and 4 (Content Usage Framework);
(d) in the case of Google, Google's breach of its obligations under the Google Maps Platform Rides and Deliveries Solution Service Schedule Section 3.2 (Data Use Restrictions);
(e) its infringement of the other party's Intellectual Property Rights;
(f) its payment obligations under the Agreement; or
(g) matters for which liability cannot be excluded or limited under applicable law.

11. Term and Termination.

11.1 Agreement Term. The Agreement is effective from the Effective Date until it expires or is terminated in accordance with its terms (the "Term").

11.2 Termination for Convenience. Customer may terminate an Order Form for convenience to the extent expressly permitted in an applicable Order Form.

11.3 Termination for Breach.

(a) Termination of an Order Form. Either party may terminate an Order Form if the other party is in material breach of the applicable Services Schedule and fails to cure that breach within 30 days after receipt of written notice, subject to Section 11.3(c) (Extended Cure Period) and 11.3(d) (Termination for End User Breaches). Payments following termination by Customer for Google's

uncured material breach of an Order Form will be governed by the terms of the applicable Order Form.

(b) Termination of the Agreement. Either party may terminate the Agreement if the other party (i) is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice, subject to Section 11.3(c) (Extended Cure Period) and 11.3(d) (Termination for End User Breaches), (ii) ceases its business operations, or (iii) becomes subject to insolvency proceedings and such proceedings are not dismissed within 90 days.

(c) Extended Cure Period. If a breach under Section 11.3(a)(Termination of an Order Form) or 11.3(b)(i) (Termination of the Agreement) is capable of being cured but not capable of being cured within such 30 day period, and the breaching party has commenced and diligently continues its actions to cure such breach, then the cure period will be extended to 60 days.

(d) Termination for End User Breaches. Google may not terminate an Order Form or the Agreement under Sections 11.3(a)(Termination of an Order Form) or 11.3(b)(i) (Termination of the Agreement) to the extent Customer's material breach of the Services Schedule or Agreement (as applicable) is caused by End Users' noncompliance with the Agreement, subject to the following:

(i) Customer maintains industry standard security and user authorization measures to its Customer Applications and External Products;
(ii) Customer takes reasonable steps to ensure End Users are complying with the Agreement; and
(iii) Customer reasonably demonstrates to Google that Customer is taking reasonable steps to remedy the End User's non-compliance.

11.4 Effects of Termination.

(a) Effectiveness of Order Form Terminations. If the Agreement terminates or expires, then all Services Schedules and Order Forms also terminate or expire. If an Order Form terminates or expires, then after that Order Form's applicable Wind Down termination or expiration effective date, (a) all rights and access to the Services under that Order Form will terminate, unless otherwise described in the applicable Services Schedule, and (b) Google will send Customer a final invoice (if applicable) for payment obligations under that Order Form. Termination or expiration of one Order Form will not affect other Order Forms.

(b) Rides and Deliveries Order Form. If the Google Maps Platform Rides and Deliveries Order Form terminates or expires, then, Customer must delete any cached Google Maps Content and any content based on or derived from that Google Maps Content except as expressly permitted in Appendix 4 (Derived Content) of the Rides and Deliveries Services Schedule.

11.5 Wind Down. If the Agreement or an Order Form are terminated for any reason, then the parties will promptly cooperate in good faith to develop and execute against a plan to enable Customer to transition off the affected Service(s) in order to minimize business disruption ("Wind Down"), subject to the following:

(a) Unless otherwise agreed by the parties in writing, the Wind Down will be for a period of no more than six (6) months in length.

(b) Google will continue to provide the Services during the Wind Down and Customer will remain responsible for all Fees incurred during the Wind Down, payable in accordance with Section 3 (Payment Terms). For clarity, continuation of the Services under this Wind Down into a subsequent commitment period (as defined in Section 9 of the Google Maps Platform Rides and Deliveries Solution Order Form) will not trigger the correlative total commitment for such commitment period.

(c) The Agreement's terms that were in effect immediately prior to the time of termination will continue to apply during the Wind Down, including Google's rights to Suspend Services under the Agreement.

(d) If Google terminates the Agreement or an Order Form under Section 11.3 (Termination for Breach) for Customer's breach of its payment obligations, then Customer must cure such breach or Google may Suspend Services during the Wind Down.

(e) If Google terminates the Agreement or an Order Form under Section 11.3 (Termination for Breach) for any other reason than Customer's breach of its payment obligations, then Customer will use commercially reasonable efforts during the Wind Down period to cure such breach.

(f) Customer and Google will work together in good faith to ensure Customer is in compliance with the terms of the Agreement upon the expiration date of the Wind Down, and Customer will certify its compliance upon such expiration date.

(g) At the end of the Wind Down, Google will have no further obligation to provide the terminated Services and will cease providing such Services without any further notice.

11.6 Survival. The following Sections will survive expiration or termination of the Agreement: Section 3 (Payment Terms), Section 4 (Intellectual Property), Section 5 (Confidentiality), Section 8 (Disclaimer), Section 9 (Indemnification), Section 10 (Liability), Section 11.4 (Effects of Termination), Section 12 (Miscellaneous), Section 13 (Definitions), and any additional sections specified in the applicable Services Schedule.

12. Miscellaneous.

12.1 Notices. Google will provide notices under the Agreement to Customer by sending an email to the Notification Email Address. Customer will provide notices under the Agreement to Google by sending an email to legal-notices@google.com. Notice will be treated as received when the email is sent. Customer is responsible for keeping its Notification Email Address current throughout the Term.

12.2 Emails. The parties may use emails to satisfy written approval and consent requirements under the Agreement.

12.3 Assignment. Neither party may assign the Agreement without the written consent of the other, except to an Affiliate as part of an internal restructuring or reorganization if: (a) the assignee has agreed in writing to be bound by the terms of the Agreement; (b) the assignee did not become an Affiliate through a corporate buy-out, merger, acquisition, consolidation, asset sale or other similar transaction; and (c) the assigning party has provided reasonable written notice to the other party. Any other attempt to assign is void.

12.4 Change of Control. If a party experiences a change of Control other than an internal restructuring or reorganization, then (a) that party will give written notice to the other party within 30 days after the change of Control and (b) Google may immediately terminate the Agreement at any time after it receives that written notice if the change of Control results in a successor Customer entity that is a current or potential competitor of the Google Maps business, in Google's reasonable discretion. Before exercising its right to terminate the Agreement for a change of Control, the parties will convene an executive level meeting to discuss Google's concerns within 10 business days after Google notifies Customer in writing of its intention to terminate the Agreement. Google may terminate the Agreement if the executive level review does not take place within 10 business days or if the parties are unable to resolve Google's concerns.

12.5 Force Majeure. Other than obligations to make payments when due, neither party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war (a "Force Majeure Event"). If there is a Force Majeure Event, then the excused party will promptly provide written notice to the other party and will use commercially reasonable efforts to recommence performance. For clarity, the COVID-19 pandemic will not be considered a Force Majeure Event unless circumstances beyond a party's reasonable control relating to such pandemic arise on or after the Effective Date.

12.6 Subcontracting. Google may subcontract obligations under the Agreement but will remain liable to Customer for any subcontracted obligations.

12.7 No Agency. The Agreement does not create any agency, partnership, or joint venture between the parties.

12.8 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Agreement.

12.9 Severability. If any part of the Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

12.10 No Third-Party Beneficiaries. The Agreement does not confer any rights or benefits to any third party unless it expressly states that it does.

12.11 Equitable Relief. Nothing in the Agreement will limit either party's ability to seek equitable or injunctive relief.

12.12 Dispute Resolution. Subject to Section 12.11 (Equitable Relief), the parties will attempt in good faith to resolve within 30 days any dispute or claim arising out of or in relation to this Agreement before filing a formal legal proceeding before a court or government tribunal.

12.13 Governing Law. All claims arising out of or relating to the Agreement or the Services will be governed by California law, excluding that state's conflict of laws rules, and will be litigated exclusively in the federal or state courts of Santa Clara County, California; the parties consent to personal jurisdiction in those courts.

12.14 Amendments. Except as specifically described otherwise in the Agreement, any amendment to the Agreement must be in writing, expressly state that it is amending the Agreement, and be signed by both parties.

12.15 Independent Development. Nothing in the Agreement will be construed to limit or restrict either party from independently developing, providing, or acquiring any materials, services, products, programs, or technology that are similar to the subject of the Agreement, provided that the party does not breach its obligations under the Agreement in doing so.

12.16 Entire Agreement. The Agreement states all terms agreed between the parties, and supersedes any prior or contemporaneous agreements between the parties relating to the subject matter of the Agreement. In entering into the Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly described in the Agreement. The Agreement includes URL links to other terms (including the URL Terms), which are incorporated by reference into the Agreement.

12.17 Conflicting Terms. If there is a conflict among the documents that make up the Agreement, then the documents will control in the following order: the applicable Order Form, the applicable Services Schedule, the General Terms, and the URL Terms.

12.18 Conflicting Languages. If the Agreement is translated into any other language, and there is a discrepancy between the English text and the translated text, the English text will control.

12.19 Counterparts. The parties may execute the Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

12.20 Electronic Signatures. The parties consent to electronic signatures.

12.21 Headers. Headings and captions used in the Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.

13. Definitions.

"Affiliate" means (i) any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party or (ii) in the case of Customer, any entity that Customer controls greater than 20% of the voting rights or equity interests and that accesses the Services under this Agreement through Customer's underlying technical infrastructure. For clarity, Careem Inc. is a Customer Affiliate and is not required to access the Services under the terms of the Agreement through Customer's underlying technical infrastructure. If Customer requests to add additional Customer entities that do not otherwise qualify as Affiliates above, the parties will discuss such requests in good faith, and approval of which will not be unreasonably withheld or delayed.

"Anti-Bribery Laws" means all applicable commercial and public anti-bribery laws, including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010, which prohibit corrupt offers of anything of value, either directly or indirectly, to anyone, including Government Officials, to obtain or keep business or to secure any other improper commercial advantage.

"AUP" means Google's acceptable use policy as defined in the applicable Services Schedule.

"Authenticated End User" means an End User who (a) has created an account ID and password, (b) for Earners, passed a background check, and (c) passed Customer's other customary authentication and security processes.

"BAA" or "Business Associate Agreement" is an amendment to the Agreement covering the handling of Protected Health Information (as defined in HIPAA).

"Brand Features" means each party's trade names, trademarks, logos, domain names, and other distinctive brand features.

"Confidential Information" means any business, technical, or other information that one party or its Affiliates, or the Delegates of such party or its Affiliates ("Disclosing Party") discloses to the other party or its Affiliates, or the Delegates of such party or its Affiliates ("Recipient") under the Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. Confidential Information does not include information that is independently developed by the recipient, is shared with the recipient by a third party without confidentiality obligations, or is or becomes public through no fault of the recipient.

"Commercial End User" means an End User that is an organization or business entity (e.g., an enterprise, corporation, partnership, governmental agency, and municipality) and not a private individual.

“Control” means control of greater than 50% of the voting rights or equity interests of a party.

“Customer Application” has the meaning described in the Services Schedule.

“Customer Indemnified Materials” has the meaning described in the applicable Services Schedule.

“Customer Trademark Guidelines” means the then-current Uber Brand Guidelines available at https://brand.uber.com/.

“Delegates” means the Recipient’s employees, Affiliates, agents, or professional advisors.

“Effective Date” means the date of the last party’s signature of the General Terms.

“End User” or “Customer End User” means an individual, company or other organization or entity that Customer permits to use the Services or a Customer Application, including all rideshare customers, delivery customers (including restaurants and eaters), Earners, fleet vehicle providers, freight carriers and shippers.

“Export Control Laws” means all applicable export and re-export control laws and regulations, including (a) the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce, (b) trade and economic sanctions maintained by the U.S. Treasury Department’s Office of Foreign Assets Control, and (c) the International Traffic in Arms Regulations (“ITAR”) maintained by the U.S. Department of State.

“Fees” means the product of the amount of Services used or ordered by Customer multiplied by the Prices, plus any applicable Taxes.

“Google Indemnified Materials” has the meaning described in the applicable Services Schedule.

“Google Maps Content” has the meaning described in the applicable Services Schedule.

“Google Trademark Guidelines” means (1) the then-current Google Brand Terms and Conditions at https://www.google.com/permissions/trademark/brand-terms.html; and (2) the “Use of Trademarks” section of the then-current “Using Google Maps, Google Earth and Street View” permissions page at https://www.google.com/permissions/geoguidelines.html#geotrademarkpolicy.

“High Risk Activities” means activities where the failure of the Services could lead to death, serious personal injury, or severe environmental or property damage.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time, and any regulations issued under it.

“including” means including but not limited to.

“Indemnified Liabilities” means any (a) settlement amounts approved by the indemnifying party, and (b) damages and costs finally awarded against the indemnified party and its Affiliates by a court of competent jurisdiction.

“Intellectual Property” or “IP” means anything protectable by an Intellectual Property Right.

“Intellectual Property Right(s)” means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

“Legal Process” means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority, legal procedure, or similar process.

“Liability” means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.

“Notification Email Address” has the meaning described in the applicable Services Schedule.

“Order Form” has the meaning described in the applicable Services Schedule.

“Order Term” means the period of time starting on the Services Start Date for the Services and continuing for the period indicated on the Order Form unless terminated in accordance with the Agreement.

“Payment Due Date” means 30 days from the invoice date.

“Prices” has the meaning described in the applicable Services Schedule. Unless described otherwise in the applicable Services Schedule, Prices do not include Taxes.

“Service Level Agreement” or “SLA” has the meaning described in the Services Schedule.

“Services” has the meaning described in the applicable Services Schedule.

“Services Schedule(s)” means a schedule to the Agreement with terms that apply only to the services and software (if applicable) described in that schedule.

“Services Start Date” means either the start date described in the Order Form or, if none is specified in the Order Form, the date Google makes the Services available to Customer.

“Software” has the meaning described in the Services Schedule (if applicable).

“Suspend” or “Suspension” means disabling access to or use of the Services or components of the Services.

“Taxes” means all government-imposed taxes, except for taxes based on Google’s net income, net worth, asset value, property value, or employment.

“Third-Party Legal Proceeding” means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).

“Unauthenticated End User” means an End User of an external Customer Application that is made available to the general public (e.g., an application hosted on the Apple App Store or Google Play Store) who does not qualify as an Authenticated End User.

“URL” means a uniform resource locator address to a site on the internet.

“URL Terms” has the meaning described in the Services Schedule.

“Use Restrictions” means the restrictions in Section 2.3 (Use Restrictions) of these General Terms and any additional restrictions on the use of Services described in a section entitled “Additional Use Restrictions” in the applicable Services Schedule.

Signed by the parties' authorized representatives on the dates below.

Google	**Customer**
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

Google Maps Master Agreement
Google Maps Platform Rides and Deliveries Solution Service Schedule

This Google Maps Platform Rides and Deliveries Solution Service Schedule (the "Rides and Deliveries Services Schedule") supplements and is incorporated by reference into the Google Maps Master Agreement. This Rides and Deliveries Services Schedule applies solely to the Services identified in this Services Schedule and is effective so long as there is an active Order Form for the Services. Terms defined in the General Terms apply to this Services Schedule.

1. Administering the Services.

1.1 Accounts. Customer must have an Account. Customer is responsible for: (a) the information it provides in connection with the Account; (b) maintaining the confidentiality and security of the Account and associated passwords; and (c) any use of its Account.

1.2 Admin Console; Projects; API Keys. Customer will administer the Services through the online Admin Console. To access the Services, Customer must create Project(s) and use its API key(s) in accordance with the Documentation.

1.3 Customer Domains and Applications. Customer must list in the Admin Console each authorized domain and application that uses the Services. Customer is responsible for ensuring that only authorized domains and applications use the Services.

2. Using the Services.

2.1 License Grant.

(a) License to Customer. Subject to the Agreement's terms, Google grants to Customer a non-sublicensable, non-transferable, non-exclusive license to use the Services in the Allowed Territory: (i) in connection with Trips in Customer Application(s) owned or operated by Customer, and (ii) to allocate, dispatch, and track Assets in Customer Application(s).

(b) Use of the Services by Customer's Affiliates. Customer may allow Customer's Affiliates to use the Services under the Account, subject to the following:

(i) [***]

(ii) [***]

(iii) [***]

2.2 License Requirements and Restrictions. The following are conditions of the license granted in Section 2.1 (License Grant). In this Section 2.2 (License Requirements and Restrictions), the phrase "Customer will not" means "Customer will not and will not permit a third party to."

2.2.1 Requirements for Using the Services.

(a) End User Terms and Privacy Policy.

(i) The Customer Privacy Notice will, within 90 days of the Services Start Date, notify End Users that End User Personal Data is collected and used by Google to provide and improve Google Maps and other Google location features and content.

(ii) Google may notify Customer in writing if it determines that End Users of the Customer Application have failed to comply with applicable terms of the Google Maps/Google Earth Additional Terms of Service. Upon receipt of such notice, Customer will take appropriate enforcement action, which may include suspending or terminating those End Users' use of Google Maps features and content in the Customer Application.

(iii) Customer is responsible for ensuring that each End User accepts the Service's in-product terms and conditions and/or Privacy Notice prior to using the Services in the Customer Application, provided that Customer is not required to re-obtain such acceptance from End Users who have already accepted Customer's terms and conditions.

(iv) Customer and Google will work together on ensuring Customer's Application is in compliance with this Section.

(b) Attribution. Customer will display all attribution that (i) Google provides through the Services (including branding, logos, and copyright and trademark notices); or (ii) is specified in the Acceptable Customer Implementation Policy and the Service Specific Terms. Customer will not modify, obscure, or delete such attribution. Google may only make commercially reasonable updates to attribution requirements that Google provides through the Services. If Google modifies such attribution requirements in a manner that impedes or otherwise negatively impacts the usability of the Customer Application or causes End User confusion about brands and services, including the Services and the Customer Applications, then the parties will convene an executive level review to discuss Customer's concerns in good faith within 10 business days after Customer notifies Google in writing.

(c) Search Results Integrity. For the avoidance of doubt, Customer may alter, modify, reorder, augment or otherwise use search results from the Services subject to the Agreement's terms. Customer will notify End Users if Customer engages in any of the foregoing with any of the search results from the Services.

(d) Review of Customer Applications. If Google reasonably believes a Customer Application is non-compliant with this Agreement, Google and Customer agree to review the Customer Application, in good faith, to assess whether or not such Customer Application is compliant, and what measures, if any, would be necessary and appropriate to address Google's concerns and to enable the Customer Application to be compliant with the Agreement.

(e) Customer Application Compatibility with Transaction Recorder.

(i) Customer must complete the ITS before launching the Transaction Recorder under the Agreement.

(ii) Customer will (a) accurately report Billable Transactions using the Transaction Recorder and (b) only use the Services to generate Billable Transactions except as specified in Section 2.2.1(e)(iii) and [***].

(iii) Customer must generate a unique transaction ID when using the Services as required by the Documentation. For clarity, transaction IDs may be generated that will not result in a completed Trip ("Unbillable Trips"). Unbillable Trips will not be included in Billable Transactions reporting, invoicing or payments.

(f) Requests to the Services. Customer must make at least one request to the applicable Service for each unique Google data element used in a Trip. For example, if Customer uses a Google place

name and ETA in a Trip, then Customer will make at least one request to the Places API for place name and Directions API for ETA.

2.2.2 Restrictions against Misusing the Services (Additional Use Restrictions).

[***]

2.2.3 Temporary Suspension.

(a) For License Restrictions Breaches.

(i) Allegations of Breach and Suspension. If Google becomes aware that Customer may be in breach of Section 2.2 (License Requirements and Restrictions), Google will notify Customer of its concern that there may be a breach in writing. If Customer fails to correct the breach within 10 business days after notification (unless otherwise agreed in writing), Google may Suspend the Services. Google will restore the Suspended Services if Customer has demonstrated the breach has been corrected.

(ii) Meet and Confer. Before any Suspension under Section 2.2.3(a)(i) (Allegations of Breach and Suspension), the parties will convene an executive level review within 5 business days after Google notifies Customer in writing to address the alleged breach in a good faith attempt to avoid such Suspension, subject to the following sentence. Google may Suspend the Services if the executive level review does not resolve the matter within the 10 day period after Google provides Customer with written notice described in Section 2.2.3(a)(i) (Allegations of Breach and Suspension).

(b) For AUP Breaches or Emergency Suspension. Google may Suspend Services as described in Subsections (i) (AUP Breaches) and (ii) (Emergency Suspension) below. Any Suspension under those Subsections will be to the minimum extent and for the shortest duration required to: (1) prevent or terminate the offending use, (2) prevent or resolve the Emergency Security Issue, or (3) comply with applicable law.

(i) AUP Breaches. If Google becomes aware that Customer's or any End User's use of the Services breaches the AUP, Google will give Customer notice of such breach by requesting that Customer promptly correct the breach. If Customer fails to correct such breach within the AUP Notice Period or if Google is otherwise required by applicable law to take action, then Google may Suspend all or part of Customer's use of the Services. Google will promptly restore the Suspended Services if Customer has demonstrated the breach has been corrected.

(ii) Emergency Suspension. Google may immediately Suspend Customer's use of the Services if (1) there is an Emergency Security Issue or (2) Google is required to Suspend such use immediately to comply with applicable law. Unless prohibited by applicable law, Google will notify Customer of the basis for the Suspension as soon as is reasonably possible, but in any event no later than 48 hours after the commencement of the Suspension. Google will restore the Suspended Services once the Emergency Security Issue has been resolved. If the Suspension continues for more than 7 days, then the parties will discuss in good faith the terms of the Order Form for such impacted Services, and may re-negotiate in good faith the terms of the Order Form, including the associated Fees and Minimum Commitments.

3. Data Use, Protection, and Privacy.

3.1 Data Use and Retention. To provide the Services through the Customer Application(s), Google collects and receives data from End Users and Customer (collectively, "Service Data"), including search terms, IP addresses, and latitude/longitude coordinates. Customer acknowledges and agrees that Google and

its Affiliates may use and retain this data to provide and improve Google products and services, subject to the then-current Google Privacy Policy at https://www.google.com/policies/privacy/.

3.2 Data Use Restrictions.

(a) No Data Isolation. Google and its Affiliates will not isolate Service Data, except as required for (i) debugging and abuse detection purposes, (ii) assessing the performance of the Services as it relates to Customer's use of the Services, or (iii) improving the quality of the Services for Customer's sole benefit. For clarity, Google will not isolate Service Data to develop a competitive ridesharing or delivery product or service. For purposes of this paragraph, “isolate” includes but is not limited to creating databases or other repositories of Service Data, performing queries or analyses of Service Data based on tags or attributes indicating that the data was collected, received or derived from Customer or End Users, or aggregating such data unless aggregated with the like data of other customers and end users.

(b) No Disclosure of Data To Third Parties. Google will not disclose Service Data with any third parties except for (i) Affiliates and temporary employees, contractors, or vendors in accordance with the terms of the Agreement or (ii) in accordance with Legal Process described in General Terms Section 5.1 (Use and Disclosure of Confidential Information), unless such data has been aggregated with the like data of other customers and anonymized such that it is not reasonably possible to identify Customer or End Users.

(c) No Deriving PII or Device Identifiers. Google and its Affiliates will not attempt to derive any personally identifiable information or device identifiers from Service Data. For clarity, Google may receive personally identifiable information from Customer and End Users and may generate and process data in association with such personally identifiable information as described in Services Schedule Section 3.1 (Data Use and Retention). For purposes of this Agreement, “personally identifiable information” means any Personal Data that identifies an individual, such as name, home address, email address, phone number, government identifier, or other identifiers.

(d) No Identifying End Users Using Other Data. Google and its Affiliates will not identify an End User by combining Service Data with data that Google collects about End Users outside of this Agreement via other Google products and services.

(e) Data Protection Requirements. Google will apply reasonable and appropriate technical and organizational measures designed to meet the data minimization and purpose limitation principles consistent with Article 5 of the GDPR to all Service Data.

3.3 European Data Protection Terms. Google and Customer agree to the then-current Google Maps Controller-Controller Data Protection Terms at https://cloud.google.com/maps-platform/terms/maps-controller-terms, except that Section 9.2(c) of the terms will not apply.

3.4 End User Privacy Requirements.

(a) End User Privacy. Customer’s use of the Services in the Customer Application will comply with applicable privacy laws, including laws regarding Services that store and access Cookies on End Users’ devices. If the Services are made available through the Customer Application to End Users in the European Economic Area, Customer will comply with the then-current EU End User Consent Policy at https://www.google.com/about/company/user-consent-policy.html.

(b) End User Personal Data. Customer will not intentionally provide more End User Personal Data to Google than is necessary for Google to provide the Services.

3.5 Non-restriction of Use of Service Data; Compliance Certification.

(a) Use of Service Data. Customer may use Service Data in its possession to develop, operate and support Customer and Customer's Affiliates' businesses, including the development of products and services that compete with Google products and services, and that do not knowingly use Google Maps Content in such activities. Service Data does not include Google Maps Content and Customer's use of Google Maps Content is governed by the terms of the Agreement, including Section 2.2.2 (Restrictions against Misusing the Services) and Appendices 1 (End User Map Usage Exception), 2 (Exception for Navigation Applications and Service Failures), 3 (Caching Solution), and 4 (Content Usage Framework).

(b) Compliance Certification. Every 6 months, Customer will provide Google with a certification of its compliance with the terms of this Agreement relating to its use of Google Maps Content, signed by an executive authorized to bind Customer, in the form attached as Appendix 5 (Compliance Certification Form). Within 30 days after the Agreement expires or terminates, Customer will provide a final certification covering its compliance until the end of the Term and providing assurance that it will comply with General Terms Section 11.4 (Effects of Termination).

4. Intellectual Property Ownership. Except as expressly stated otherwise in this Agreement, neither party will acquire any rights, title or interest, in any of the Intellectual Property Rights belonging to the other party. As between the parties, Customer owns all Intellectual Property Rights in the Customer Applications, and Google owns all Intellectual Property Rights in the Services.

5. Third-Party Legal Notices and License Terms. Certain components of the Services (including open source software) are subject to third-party copyright and other intellectual property rights, as specified in:

(a) the then-current Google Maps/Google Earth Legal Notices at https://www.google.com/help/legalnotices_maps.html; and

(b) separate, publicly-available third-party license terms, which Google has provided to Customer as of the Effective Date. If such license terms applicable to Google Maps Content change after the Effective Date, Google will inform Customer and provide the updated terms.

6. Updates to Services and Terms.

6.1 Terms. Google may change the URL Terms, subject to the following:

(a) Notification of Material Changes. Google will notify Customer of any material change to the URL Terms.

(b) When Changes take Effect. Material changes to the URL Terms will become effective 60 days after notice is given, except that (i) materially adverse SLA changes will become effective 90 days after notice is given; and (ii) changes applicable to new Services or functionality, or required by a court order or applicable law, will be effective immediately.

(c) Objection to Changes.

(i) If a change to the URL Terms (other than as described in Section 6.1(b)(ii)) has a material adverse impact on Customer, then Customer may object to the change by notifying Google within 30 days after Google provides notice.

(ii) If Customer so notifies Google, then Customer will remain governed by the URL Terms in effect immediately before the change until the earlier of: (1) the end of the then-current Order Term; or (2) 12 months after the notice was given.

(iii) If Customer objects to a change under Section 6.1(c) and the change materially and negatively impacts the quality or usefulness of the impacted Services, then unless Google agrees in writing that such change will not apply to Customer under this Agreement, the parties will discuss in good faith the terms of the Order Form for such impacted Services, and may re-negotiate in good faith the terms of the Order Form, including the associated Fees and Minimum Commitments.

6.2 Services.

(a) Changes to Services. Subject to Section 6.2(b) (Deprecation Policy), Google may make changes to the Services, which may include adding, updating, or discontinuing any Services or portion or feature(s) of the Services. Google will notify Customer of any material change to the Services.

(b) Deprecation Policy. Google will notify Customer at least 12 months before a Significant Deprecation unless Google reasonably determines that (i) Google is not permitted to do so by law or by contract (including if there is a change in applicable law or contract) or (ii) continuing to provide the Service that is subject to the Significant Deprecation could create a (1) security risk or (2) substantial economic or technical burden. Google will notify Customer at least 30 days before a Significant Deprecation caused by a change of contract.

(c) Material Impact Renegotiation. If the change or deprecation of Services described in Sections 6.2(a) (Changes to Services or 6.2(b) (Deprecation Policy) has a material adverse impact on Customer and materially and negatively impacts the quality or usefulness of the impacted Services, the parties will discuss in good faith the terms of the Order Form for such impacted Services, and may re-negotiate in good faith the terms of the Order Form, including the associated Fees and Minimum Commitments.

7. Technical Support.

(a) By Google. Google will provide Technical Support Services to Customer in accordance with the Google Technical Support Services Guidelines. The Hours of Operations are 24 hours per day, 7 days per week.

(b) By Customer. Customer is responsible for technical support of its Customer Applications and Projects.

(c) Malfunctions. If a party becomes aware of a Malfunction then (i) that party will promptly notify the other party and (ii) the parties will cooperate to troubleshoot and promptly correct the Malfunction.

8. Advertising. Google will not implement a default configuration that displays advertisements served by Google. In its sole discretion, Customer may opt-in to configure the Service to either display or not display advertisements served by Google.

9. Benchmarking.

9.1 Test Requirements. Customer may only conduct benchmarking tests of Services, and Google Maps Content, (each a "Test") if: (a) the purpose of the Test is for Customer to make decisions about the usage and utilization of the Service based on the Test results, or for Customer to identify areas of improvement for the Services (including risk assessments and evaluation of outages) (the

"Benchmarking Purposes"), (b) Customer provides Google with prior notice that it is performing a Test, and (c) Customer does not share the Test results with third parties other than its Delegates who have a need to know and who are bound by confidentiality obligations at least as restrictive as General Terms Section 5 (Confidentiality). Customer and its Delegates may only use the Test results for Benchmarking Purposes.

9.2 Test Results. If based on Test results Customer anticipates any modification(s) to its use of the Services that will result in either a substantive increase or decrease of the Customer's use of the Services, then Customer will use good faith efforts to notify Google in advance and provide Customer's rationale for such modification. Customer will engage in good faith discussions with Google about how the Services may be improved to address Customer's concerns and requirements.

10. Amendments to General Terms. [Reserved].

11. Quarterly Business Planning. During the Term of this Agreement, Google and Customer will meet quarterly to discuss the Services (a "Quarterly Business Plan"). Quarterly Business Plans will be conducted at reasonable agreed times and may be conducted by telephone or in person, as agreed by the parties. Any responses and documentation provided by the parties during Quarterly Business Plans will be treated as Confidential Information. Google and Customer will agree to an agenda for Quarterly Business Plans, but each Quarterly Business Plan may include discussions on the following: [***]

12. Survival. The following sections of this Services Schedule will survive expiration or termination of this Services Schedule: Section 3 (Data Use, Protection, and Privacy), Section 4 (Intellectual Property Ownership), Section 5 (Third-Party Legal Notices and License Terms), Section 9 (Benchmarking), Section 14 (Additional Definitions), and Appendix 4 (Content Usage Framework).

13. Termination of Previous Agreements. If Google and Customer have previously entered into a Maps API Agreement, that agreement will terminate on the Services Start Date and be replaced with this Agreement.

14. Additional Definitions.

"Acceptable Customer Implementation Policy" means the then-current policy pages at https://developers.google.com/maps/documentation/one_per_ride/impl_policy.

"Account" means Customer's Google Cloud Console Account that is used to access the Google Maps Services.

"Admin Console" means the online console(s) and tool(s) provided by Google to Customer for administering the Services.

[***]

"Allowed Territory" means the countries listed on the Google Maps Platform Rides and Deliveries Order Form that Customer is authorized to use the Services with the Customer Application. The Allowed Territory expressly excludes the Prohibited Territory.

"AUP" means the then-current Acceptable Use Policy for the Services at: https://cloud.google.com/maps-platform/terms/aup/.

"Assets" means vehicles, and other similar physical assets.

“AUP Notice Period” means either (a) 72 hours after Google’s notice to Customer of non-compliance or (b) 7 days after Google’s notice if Customer reasonably demonstrates to Google that Customer is taking reasonable steps to remedy the non-compliance.

“Billable Transaction” means [***].

“Books and Records” of a party means all files, documents, instruments, papers, books, computer files (including files stored on a computer's hard drive or other remote storage capabilities), electronic files and records in any other medium relating to Billable Transactions or the business, operations or condition of such party’s payments under this Agreement.

“Benchmarking” has the meaning described in the Service Specific Terms.

“Create Content” means to generate content by using Google Maps Content as an input (with or without other content).

“Customer Application” means any internal or external web page or application (including all source code and features) that (a) is owned or controlled by Customer; (b) implements the Transaction Recorder as required by the Reporting Requirements, and (c) is detailed on a Google Maps Rides and Deliveries Order Form.

[***]

“Customer Indemnified Materials” means the Customer Application (excluding any open source software) and Customer Brand Features.

“Delivery” means the physical transport of goods or service workers, whether by an Earner or via pick-up by an End User.

[***]

“Documentation” means the then-current Services documentation at https://developers.google.com/maps/documentation and in the Services description at https://developers.google.com/maps/documentation/one_per_ride/list_services.

[***]
“Earner” means an End User that uses a Customer Application to provide Ride or Delivery services.

“Emergency Security Issue” means either: (a) Customer’s or an End User’s use of the Services in breach of the AUP, where such use could disrupt: (i) the Services, (ii) other customers’ or their customer end users’ use of the Services, or (iii) the Google network or servers used to provide the Services; or (b) unauthorized third party access to the Services.

“External Product” means a product or service that is licensed to, sold to, or otherwise made available to Commercial End Users.

[***]

“Google Indemnified Materials” means Google’s technology used to provide the Services (excluding any open source software) and Google’s Brand Features.

“Google Maps Content” means any content provided through the Services (whether created by Google or its third-party licensors), including map and terrain data, imagery, ETAs, traffic data, and places data (including business listings), and includes Navigation Content.

[***]

“HOV Services” means the following Services: Geocoding API, Geolocation API, Maps Elevation API, Maps Embed API, Maps JavaScript API, Maps SDK for Android, Maps SDK for iOS, Maps Static API, Places API, Places Library - Maps JavaScript API, Places SDK for Android, Places SDK for iOS, Origin Selection API, Street View API and Time Zone API.

[***]

“ITS” or “Integration Test Suite” means the tests that confirm that the Customer Application has properly implemented the Transaction Recorder before Launch, as described at https://developers.google.com/maps/documentation/one_per_ride/test_suite.

“Malfunction” means that the Transaction Recorder is not accurately reporting the Billable Transactions.

[***]

[***]

“Navigation Content” means the following Google Maps Content provided through the Services: (a) turn-by-turn navigation or route guidance; (b) traffic data (including events and road incidents), and (c) alternate routes.

“Navigation Query” means a request from the Customer Application, to the Services that returns real-time Navigation Content.

“Notification Email Address” means the email address(es) designated by Customer in the Admin Console.

[***]

“Order Form” means an order form issued by Google and executed by Customer and Google specifying the Services Google will provide to Customer under this Services Schedule.

“Personal Data” has the meaning provided in the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016.

“Price” means the amounts agreed to in an Order Form under this Rides and Deliveries Services Schedule.

“Prohibited Territory” means the then-current countries listed at https://cloud.google.com/maps-platform/terms/maps-prohibited-territories/. South Korea is a Prohibited Territory only for the Navigation Service.

“Project” means a Customer-selected grouping of Services resourced for a particular Customer Application.

“Ride” means the physical transport of person(s).

“Reporting Requirements” means the then current requirements and specifications described at https://developers.google.com/maps/documentation/one_per_ride/reporting_requirements.

“Region” means the territories, including the specific Countries listed at https://developers.google.com/maps/documentation/one_per_ride/pricing.

“Services” means the then-current Google Maps Platform Rides and Deliveries Solution described at: https://developers.google.com/maps/documentation/one_per_ride/list_services and a copy of such Services in effect as of the Effective Date is attached as Appendix 6 of this Services Schedule for reference only. The Services include [***].

“Service Specific Terms” means the then current terms specific to one or more Services described at https://developers.google.com/maps/documentation/one_per_ride/service_terms.

“Significant Deprecation” means a material discontinuance or backwards incompatible change to the Services.

“SLA” means each of the then-current service level agreements described at https://developers.google.com/maps/documentation/one_per_ride/sla.

“Software” means any downloadable tools, software development kits, or other computer software provided by Google for use as part of the Services, including updates.

“Technical Support Services” or “TSS” means the technical support service provided by Google to Customer under the then-current Maps Technical Support Services Guidelines.

“Technical Support Services Guidelines” or “TSS Guidelines” means the then-current technical support service guidelines at https://cloud.google.com/maps-platform/terms/tssg/.

“Transaction Recorder” is the software interface as described in the Reporting Requirements that Customer must use to record Billable Transactions.

“Trip” means a Ride or Delivery, as applicable.

[***]

“URL Terms” means the following, which will control in the following order if there is a conflict:

(a) the Service Specific Terms;

(b) the Acceptable Customer Implementation Policy;

(c) Reporting Requirements;

(d) the SLA;

(e) the AUP;

(f) the Maps Technical Support Services Guidelines;

(g) the Prohibited Territory;

(h) the Google Maps/Google Earth Legal Notices at https://www.google.com/help/legalnotices_maps.html; and

(i) the Google Maps/Google Earth Additional Terms of Service at https://maps.google.com/help/terms_maps.html.

Appendix 1: End User Map Usage Exception.

Subject to the conditions described below, Customer may save latitude and longitude coordinates only:

(a) when an End User moves a pin on a Google Map within the Customer Application and saves the pin location in their End User account; or
(b) when an End User selects a previously saved pin location, provides user provided content like name or label to the saved pin, or any optional metadata associated with the pin in their End User account;
(c) for as long as the End User retains the saved locations within their End User account;
(d) when an End User saves the user-provided content like name and any optional metadata associated with a pin location to their End User account from within the Customer Application; and
(e) in a country that is not a Prohibited Territory.

Customer may continue to save such latitude and longitude coordinates after the expiration or termination of this Agreement as long as the End User continues to retain such saved locations within their End User account. For clarity, Customer will delete such saved latitude and longitude coordinates once the End User ceases to retain the saved locations within their End User account.

Appendix 2: Exception for Navigation Applications and Service Failures

Navigation Application Exceptions. As described in Table 2.1 (Navigation Application Exceptions), if Customer makes a request to an applicable Service, then Customer may use certain Google Maps Content from that request within the Approved Customer Application in Approved Countries for the applicable Billable Transaction.

Table 2.1 (Navigation Application Exceptions)

Approved Customer Application	Services	Google Maps Content	Approved Countries
Uber Driver App	Places API, Geocoding API	geometry.location.lat, geometry.location.lng	All countries except Prohibited Territories
Third Party Navigation Apps	Places API, Geocoding API	geometry.location.lat, geometry.location.lng	All countries except Prohibited Territories

Service Failure Exceptions. If Customer makes a request to an applicable Service described in Table 2.2 (Service Failure Exceptions) in connection with a Trip and that Service is unavailable for a period of 3 seconds or returns an error (a "**Service Failure**"), then subject to Section 2(c) of this Appendix, Customer may for the duration of the Trip:

(a) Display certain Google Maps Content from the applicable Services on a non-Google Map in a Customer Application described in Table 2.2 (Service Failure Exceptions). For clarity, during a Service Failure Customer may not extract place_name and address from Places API, or ETA and share it with another party or partner.

Table 2.2 (Service Failure Exceptions)

Services	Google Maps Content
Places API	name
Places API	address_components[ ] formatted_address
Places API	geometry.location.lat, geometry.location.lng
Directions API, Distance Matrix API, Routes Preferred APIs	ETA

(b) Customer may simulate Service Failures up to a maximum of [***]% of Billable Transactions per month (a "**Simulated Service Failure**"). The terms applicable to Service Failures apply to Simulated Service Failures. For clarity, Simulated Service Failures will be Billable Transactions.

(c) If Customer experiences a Service Failure for greater than [***]% of its Billable Transactions in a calendar quarter, then Customer will raise to Google and discuss the Service Failures during the Quarterly Business Plan for the applicable calendar quarter.

Appendix 3: Caching Solution

[***]

Appendix 4 (Content Usage Framework)

Customer may Create Content, subject to Appendix 3 (Caching Solution) and the following:

[***]

Appendix 5 (Compliance Certification Form)

[***]

Appendix 6 (List of Services)

List of Services

The following table lists all of the individual Google Maps Platform Rides and Deliveries Solution.

Included Service	Description
Directions API	Calculates directions between an origin and destination.
Distance Matrix API	Calculates travel distance and time for a matrix of origins and destinations.
Geocoding API	Provides geocoding and reverse geocoding of locations.
Geolocation API	Calculates location based on specified cell towers or WiFi nodes.
Journey Sharing	Enables Customer to create a trip tracking experience, so consumers can visualize their assigned vehicle's position, route, and estimated time of arrival (ETA) for pickup and drop-off locations.
Maps Elevation API	Reports elevation data for a location.
Maps Embed API	Enables embedding an interactive map, or street view panorama, on your website with a simple HTTP request.
Maps JavaScript API	Enables adding maps to web pages based on Google Maps data.
Maps SDK for Android	Enables adding maps to an Android application based on Google Maps data.
Maps SDK for iOS	Enables adding maps to an iOS application based on Google Maps data.
Maps Static API	Enables creating a static map image, based on URL parameters sent using a standard HTTPS request.
Navigation	Provides turn-by-turn navigation embedded in the partner's application, and allows drivers to obtain routing guidance.
Nearby Drivers	Enables tracking vehicle locations, and the ability to identify available vehicles near a specified location based on a set of vehicle characteristics and conditions.
Origin Selection API	Locates the consumer, and determining the best place for the vehicle to meet them. The Origin Selection API will be available as an Alpha release no later than Q1 2020.
Places API	Returns information about places (establishments, geographic locations, and prominent points of interest).
Places Library, Maps JavaScript API	Returns information about places (establishments, geographic locations, and prominent points of interest).
Places SDK for Android	Returns information about places (establishments, geographic locations, and prominent points of interest).
Places SDK for iOS	Returns information about places (establishments, geographic locations, and prominent points of interest).
Roads API	Associates location coordinates with roads.
Routes Preferred APIs	Includes the Directions Preferred API and the Distance Matrix Preferred API, which are faster, more reliable versions of the Directions API and the Distance Matrix APIs. Includes increased control and configurability, plus the ability to request routes for two-wheelers. Routes Preferred APIs will be available as an Alpha release no later than Q4 2019.
Street View API	Enables creating a static street view image based on URL parameters sent using a standard HTTPS request.
Time Zone API	Reports the time zone for a location.

GOOGLE MAPS MASTER AGREEMENT
ORDER FORM – GOOGLE MAPS PLATFORM RIDES AND DELIVERIES SOLUTION

GOOGLE INFORMATION		
GOOGLE:	**Full Legal Name:**	Google LLC
	Street Address:	1600 Amphitheatre Parkway

CUSTOMER INFORMATION		
CUSTOMER:	**Full Legal Name:**	Uber Technologies Inc.
	Street Address (including City; State or Area; Postal Code; Country):	1455 Market Street, San Francisco, CA 94103, USA
Invoice Delivery Contact Information	**Name:**	[***]
	Street Address (including City; State or Area; Postal Code; Country):	[***]
	Email:	[***]
Billing Account Administrator (Contact will become the initial billing account administrator who can manage other user roles on the billing account in the Admin Console)	**Name:**	[***]
	Email:	[***]

ORDER INFORMATION	
Services: Google Maps Rides and Deliveries Solution **Order Term:** 48 Months **Services Start Date**: July 1, 2020	**Google Customer ID:** [***] **Customer Billing Account:** (leave blank to create new Billing Account)
Purchase Order Required: ☐ Yes ☒ No **If Yes, Purchase Order #:** **Currency:** United States Dollars (USD)	**Tax Exempt:** ☐ Yes ☒ No (Non-EMEA customers only. If Yes is checked, please provide certificate) **VAT or applicable Tax #:** (If applicable)
Customer Application: All Uber Customer Applications pertaining to Rides and Deliveries (or otherwise covered by the Rides and Deliveries Service Schedule, that Uber makes available during the Term).	**Allowed Territory:** All territories not identified as a Prohibited Territory

GOOGLE MAPS RIDES AND DELIVERY SOLUTION PRICES				
PRICES FOR SERVICES USED FROM THE EFFECTIVE DATE OF THE ORDER FORM - 24 MONTHS				
	Volume Pricing Tiers: Cost per Billable Transaction By Monthly Usage Volume (incremental usage priced according to each volume tier) (Prices shown in USD)			
Service Description	[***]	[***]	[***]	[***]
Google Maps Platform Rides and Deliveries Solution - Advanced Regions	[***]	[***]	[***]	[***]
Google Maps Platform Rides and Deliveries Solution - Mature Regions	[***]	[***]	[***]	[***]
Google Maps Platform Rides and Deliveries Solution - Emerging Regions	[***]	[***]	[***]	[***]
PRICES FOR SERVICES USED FROM 25 MONTHS - 48 MONTHS				
Google Maps Platform Rides and Deliveries Solution - Advanced Regions	[***]	[***]	[***]	[***]
Google Maps Platform Rides and Deliveries Solution - Mature Regions	[***]	[***]	[***]	[***]
Google Maps Platform Rides and Deliveries Solution - Emerging Regions	[***]	[***]	[***]	[***]

Fees due as of Order Form Effective Date: [***]

ADDITIONAL TERMS.

1. **Structure.** This Order Form is incorporated by reference into the Google Maps Master Agreement entered into between Google and Customer, and is issued under the Google Maps Platform Rides and Deliveries Solution Services Schedule to the Google Maps Master Agreement. Terms defined in the Google Maps Master Agreement apply to this Order Form. The "Google Maps Rides and Delivery Solution" table above contains all of the Prices under this Order Form used to calculate Fees, and Google may not charge Customer additional fees or costs under this Order Form except as otherwise permitted under the Agreement. For clarity, Google may charge additional fees and costs under General Terms Section 3.4 (Overdue Payments), Order Form Section 6 (Overages), and Order Form Section 10 (Minimum Commitment).

2. **Invoice Issuance.** Google will send Customer a monthly invoice for Fees accrued during the previous month.

3. **Usage Calculation.**

    a. Use Limits and Requests to Increase Use Limits. [***]
    b. Amended Use Limits. The following Use Limits will amend the applicable Use Limits listed at https://developers.google.com/maps/documentation/one_per_ride/use_limits:

[***]	**[***]**
[***]	
[***]	[***]
[***]	[***]
[***]	[***]
[***]	
[***]	[***]
[***]	
[***]	
[***]	

4. **High Occupancy Vehicles and Vehicles for Hire**. The Service Specific Terms are amended as follows:

    a. Section 2(d) (No use for bus-like services) is deleted and replaced with the following:

    No use for bus-like services.[***]

    b. Section 2(e) (No use for-vehicle-for hire services) is deleted and replaced with the following:

Use for vehicle-for-hire services. [***]

5. **Other Mobility-Related Usage** [***]

6. **Overages.** Any usage of the Services beyond the Use Limits will be calculated as Overages, as described at https://developers.google.com/maps/documentation/one_per_ride/overage_pricing. If Customer goes into Overages during a monthly invoice cycle, Google reserves the right to bill

Customer for Overages. Before charging Customer for any Overages, the parties will convene an executive level review within 10 business days after Google notifies Customer in writing of its intent to charge Overages, subject to the following sentence. Google may charge for Overages in accordance with General Terms Section 3 (Payment Terms) if the executive level review does not resolve the matter within 30 days of Google's written notice.

7. **Usage Verification.** Once per calendar year, and after providing 30 days prior written notice, Google may at its cost use a mutually-agreed nationally-recognized independent auditor who is operating under confidentiality terms no less restrictive than the terms of this Agreement ("Third Party Auditor") to audit Customer's compliance with the Reporting Requirements. Customer will cooperate with the Third Party Auditor and provide (a) reasonable access to Customer's Books and Records; and (b) if on-site access is required, access during normal business hours, in each case for an agreed period of time to verify the accuracy of Customer's compliance with the Reporting Requirements. If an audit reveals a discrepancy resulting in an underpayment of Fees to Google during the audited period, then the parties will discuss such discrepancy within 10 days of Customer's receipt of written notice from Google of the payment discrepancy identified in the audit. Unless there is a good faith dispute about such amount (which dispute will be addressed under the General Terms Section 3 (Payment Terms)), Google will invoice Customer and Customer will pay Google the difference in accordance with the payment terms of the Agreement. No period that has been subject to an audit may be audited more than once during the Term.

8. **No Automatic Renewal.** At the end of the Order Term, the Order Form for the Services may only be renewed with mutual written consent.

9. **Order Form Term.** This Order Form is effective on the date of last signature below ("Order Form Effective Date") and will continue for the Order Term, subject to earlier termination in accordance with the Agreement.

10. **Minimum Commitment. [***]**

    [***]

    a. True Up Payments.[***]

    b. Order Form Termination or Expiration. [***]

    c. Termination for Customer's Material Breach. If Google terminates this Order Form or the Agreement under General Terms Section 11.3 (Termination for Breach) for Customer's uncured material breach before the expiration of the Order Term, then for clarity, this does not limit Google's ability to seek equitable remedies and legal remedies permitted under applicable law, including [***].

    d. Termination by Customer for Convenience. Customer may terminate this Order Form for convenience after the commencement of Commitment Period 3 with 30 days' prior written notice to Google. [***].

    e. Payment Obligations. Customer will pay Fees incurred under this Order Form in accordance with the payment terms of the Agreement. All payment obligations under this Order Form will survive termination or expiration of this Order Form.

    f. Discount. [***].

11. **Reporting.** During the Order Term, Customer will report Billable Transactions in accordance with the Reporting Requirements at https://developers.google.com/maps/documentation/one_per_ride/reporting_requirements.

12. **Credits**. [***].

13. **Signature.** By signing this Order Form, each party represents and warrants that it has full power and authority to enter into the Order Form.

Signed by the parties' authorized representatives on the dates below.

Google	**Customer**
By: /s/ Philipp Schindler	By: /s/ Dara Khosrowshahi
Print Name: Philipp Schindler	Print Name: Dara Khosrowshahi
Title: Authorized Signatory	Title: CEO
Date: 2020.07.13	Date: July 13, 2020

Exhibit 10.2

Uber Technologies, Inc.
1455 Market Street, 4th Floor

San Francisco, CA 94103

[DATE]

EMPLOYMENT AGREEMENT

Dear [FIRST NAME],

Your employment by Uber Technologies, Inc., a Delaware corporation (the "Company") shall be governed by the terms and conditions set forth below in this employment agreement (the "Agreement"). This Agreement shall be effective upon [EFFECTIVE DATE] [the date you commence employment, which shall be no later than [START DATE] (your "Start Date")].

1. Duties and Scope of Employment.

a. **Position**. The Company will [continue to] employ you in the position of [TITLE]. You will continue to report to the Company's [SUPERVISOR] (your "Supervisor"). You will perform the duties and have the responsibilities and authority customarily performed and held by an employee in your position and such additional duties commensurate with the position as may be assigned or delegated to you by your Supervisor. This is a full-time position.

b. **Principal Work Location**. Your principal place of employment will be the Company's [LOCATION] office, which is currently located at [ADDRESS].

c. **Obligations to the Company.** During your employment, you shall devote your full business efforts and time to the Company, except as provided herein. Without express written permission from Global Compliance, you shall not render services in any capacity to any other person or entity and shall not act as a sole proprietor or partner of any other person or entity or own more than five percent (5%) of the stock of any other corporation. You may serve on corporate or civic boards or committees, have an advisory role for an outside company, and have personal side-projects, provided that such activities do not individually or in the aggregate interfere with the performance of your duties or create a conflict of interest under this Agreement. Should you engage in any activity listed in this paragraph, please complete the Company's Outside Activities Disclosure Form. You shall comply with the Company's policies and rules, as they may be in effect from time to time during your employment.

d. **No Conflicting Obligations.** You represent and warrant that you are under no contractual or other obligations or commitments that are inconsistent with your obligations under this Agreement, including but not limited to any restrictions that would preclude you from providing services to the Company. In connection with your employment, you shall not use or disclose any trade secrets or

other proprietary information or intellectual property in which you or any other person or entity has any right, title, or interest, and your employment will not infringe or violate the rights of any other person or entity. You confirm that you have not removed or taken and will not remove or take any documents or proprietary data or materials of any kind with you from any former employer to the Company without written authorization from that employer. You are hereby notified that you may be entitled to immunity from liability for certain disclosures of trade secrets under the Defend Trade Secrets Act, 18 U.S.C. § 1833(b).

2. Compensation.

a. **Salary.** The Company will pay you as compensation for your services an annual base salary, which will be [ANNUAL SALARY] effective [EFFECTIVE DATE], payable in accordance with the Company's standard payroll procedures. This is an exempt position, which means that your salary is intended to compensate you for all hours worked, and you will not be eligible for overtime pay.

b. **Annual Cash Bonus.** For each calendar year, you will be eligible to participate in the Uber Technologies, Inc. Executive Bonus Plan (the "Bonus Plan"), under which you may receive an annual cash bonus (the "Bonus"). [Effective [DATE]], the target amount of your Bonus (the "Target Cash Bonus") will be [BONUS TARGET], [which will be prorated for [YEAR] based on your target Bonus in effect prior to such date][which will be prorated for [YEAR] based on your Start Date]. The actual amount of any Bonus, and your entitlement to the Bonus, will be subject to the terms of the Bonus Plan.

c. **[Sign-On Bonus.** The Company will pay you a signing bonus of $[SIGN ON BONUS AMOUNT] to be paid out in two equal installments of $[SIGN ON BONUS AMOUNT/2]. The first installment will be paid in cash on the first regular payroll date following your Start Date (the "First Installment"). The second installment will be paid in cash on the first regular payroll date following the one-year anniversary of your Start Date (the "Second Installment"), in each case, subject to your continued employment by the Company through the payment date. Both installments will be subject to any required withholding and other authorized deductions. If you voluntarily resign your employment with or you are terminated for Cause (as defined in the Uber Technologies, Inc. 2019 Executive Severance Plan, as amended, or any applicable successor plan (the "Severance Plan") from the Company before the one-year anniversary of your Start Date, you agree to repay the full amount of the First Installment, less 8.33% for each full month of continuous employment with the Company after your Start Date. If you voluntarily resign your employment with or you are terminated for Cause from the Company before the second anniversary of your Start Date, you will forfeit, and you agree to repay, if applicable, the full amount of the Second Installment, less 8.33% for each full month of continuous employment with the Company after the one-year anniversary of your Start Date. Nothing herein should be construed as a modification of your at-will employment relationship with Uber.]

d. **Equity Refresh Grant.** Subject to the approval of the Company's Board of Directors (or a duly constituted committee thereof), you will be eligible to receive an annual equity refresh grant (each grant, an "Annual Equity Refresh Grant"). Each Annual Equity Refresh Grant will be subject to the terms and conditions set forth (i) in the Company's 2019 Equity Incentive Plan, as amended, or any applicable successor plan, and (ii) in the applicable award agreement. Equity refresh awards are subject to manager and Company discretion, based on your performance and the performance of the Company. The Company will determine the amount of each Annual Equity Refresh Grant, and the applicable vesting conditions, on an annual basis.

e. [**New Hire RSU Grant.** As soon as reasonably practicable after your Start Date, and subject to the approval of the Company's Board of Directors (or a duly constituted committee thereof),

the Company will grant you $[DOLLAR VALUE] in RSUs (the "New Hire RSU Grant"). The RSUs will be converted to a number of shares at the date of grant in accordance with the Company's standard procedures. The New Hire RSU Grant will be subject to a time-based vesting condition. The time-based vesting condition will lapse with respect to 12/48 of such RSUs on the one-year anniversary of your "Vesting Commencement Date" (which will be the 16th day of the month in which your Start Date occurs), and thereafter, with respect to 1/48 of such RSUs on each monthly anniversary of the Vesting Commencement Date, subject in each case to your continued service through the applicable date (except as otherwise provided herein). The New Hire RSU Grant will be substantially in a form approved by the Company and will be subject to the terms and conditions set forth in the Incentive Plan and in the applicable award agreement.]

f. **[Relocation Expenses.** In order to assist you in the relocation of your principal residence to the [San Francisco Bay area], the Company will provide you with up to $[DOLLAR AMOUNT] in relocation benefits in accordance with the Company's relocation policy.]

The foregoing provisions (a)-([c][e]) are subject to the terms and conditions of any applicable plans and/or policies of the Company, as amended from time to time. You agree to pay any income or other taxes that are required to be paid in connection with your receipt of these benefits, except to the extent otherwise provided in an applicable Company policy.

3. Paid Time Off and Employee Benefits.

You will be eligible for paid time off in accordance with the Company's paid time off policy generally available to similarly situated employees of the Company, as it may be amended from time to time. You will also be eligible to participate in the Company's employee benefit plans that are generally available to similarly situated employees of the Company, subject to the terms and conditions of the applicable plans (as in effect from time to time) and to the determinations of any person or committee administering such plans. The Company reserves the right to amend or terminate its employee benefit plans at any time.

4. Business Expenses.

The Company will reimburse you for your necessary and reasonable business expenses incurred in connection with performance of your duties. You must promptly submit an itemized account of expenses and appropriate supporting documentation, in accordance with the Company's generally applicable policies.

5. Termination.

a. **Employment at Will.** Your employment will be "at will," meaning that either you or the Company are entitled to terminate your employment at any time and for any reason, with or without cause or notice, notwithstanding any contrary representations that may have been made to you. This Agreement will constitute the full and complete understanding between you and the Company on the "at-will" nature of your employment, which may be changed only in a writing signed by you and a duly authorized Company officer.

b. **Rights Upon Termination**. Upon the termination of your employment for any reason, you will be entitled to: (i) any accrued but unpaid salary through the date of termination, (ii) any unreimbursed business expenses incurred through the date of termination, in accordance with Section 4, and (iii) any vested benefits under the Company's employee benefit plans, in accordance with the terms and conditions of such plans. You will be eligible to receive severance benefits only to the extent

provided under the Uber Technologies, Inc. 2019 Executive Severance Plan, as amended, or any applicable successor plan (the "Severance Plan"). This Agreement will be considered your "Participation Agreement" within the meaning of the Severance Plan. For the avoidance of doubt, you consent to the change to your base salary pursuant to the terms of this Agreement and you agree that such change shall not constitute "Good Reason" for purposes of the Severance Plan.

6. [Pre-Employment Conditions.

This Agreement is contingent upon successful completion of a background check (including checking employment references) and the following conditions and will be null and void (whether or not you have already signed it) if the Company notifies you that the background check was unsatisfactory or if any of the below conditions is not satisfied. Unless and until all such steps have been completed, the offer of employment embodied in this Agreement may be withdrawn (in which case this Agreement will be null and void whether or not you have already signed it) and you should not resign your current employment, otherwise alter your employment status, or alter any personal circumstances in reliance on such offer.

a. **Confidentiality Agreement**. This Agreement and your commencement of employment are contingent upon the execution, and delivery to an officer of the Company, of the Company's Confidential Information and Invention Assignment Agreement, a copy of which is enclosed as Attachment A for your review and execution (the "Confidentiality Agreement"), prior to or on your Start Date.

b. **Work Authorization.** For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided within three (3) business days of your Start Date, or our employment relationship with you may be terminated. This Agreement and any offer of employment from the Company will be null and void if you are unable to begin work at the Company within a reasonable amount of time (as determined by the Company, in its sole discretion) due to work eligibility issues (e.g., if your request for an employment visa is denied or if an employment visa cannot be obtained within a reasonable amount of time) or export control licensure requirements.

c. **Alternative Dispute Resolution Agreement/Arbitration.** This Agreement and your commencement of employment is contingent upon the execution, and delivery to an officer of the Company, of the Alternative Dispute Resolution Agreement, a copy of which is enclosed as Attachment B for your review and execution, prior to or on your Start Date. The Alternative Dispute Resolution Agreement is governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and is incorporated by reference into and is part of this Agreement. Therefore, before signing this Agreement, please read the Alternative Dispute Resolution Agreement carefully.

d. **Restricted Parties Lists Verification.** This Agreement and your commencement of employment or continued employment with the Company are contingent upon verification that you and, if applicable, your affiliated entity/institution, do not appear on any of the Restricted Parties Lists maintained by the U.S. Government that will prevent the Company from transacting (including but not limited to financial transactions) or engaging in certain types of activities with you, directly or indirectly.

e. **Foreign National Employee - Export License Determination.** If an export control license is required in connection with your employment, this Agreement is contingent upon receipt of the necessary export license and any similar government approvals by the Company's office where you are based. Your employment may commence only following receipt of such export license and governmental

approvals and is conditioned upon your (a) maintaining your employment with the Company, and (b) continued compliance with all conditions and limitations imposed by such license. If for any reason such export license and governmental approvals cannot be obtained within a commercially reasonable time from your date of signature, this Agreement will be null and void. Additionally, should an export license become necessary at any point following the commencement of your employment, no export-controlled information or materials will be released to you until such license and any similar government approvals are obtained. The Company is not obligated to apply for any export license or other government approval that may be required in connection with your employment, and the Company cannot guarantee that any such license or similar approvals will be granted, if sought.

f. **Timely Acceptance**. The offer of employment embodied in this Agreement will remain open until the close of business on [DATE]. If you do not indicate your acceptance of the Company's offer on the terms and conditions set forth in this Agreement by signing, dating, and returning this Agreement no later than that date, or if you do not begin employment on the Start Date, this Agreement will be null and void.]

7. Successors.

a. **Company's Successors.** The terms of this Agreement will be binding upon any successor (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation, or otherwise) to all or substantially all of the Company's business and/or assets. For all purposes under this Agreement, the term "Company" will include any successor to the Company's business or assets that becomes bound by this Agreement.

b. **Your Successors.** This Agreement and all of your rights hereunder will inure to the benefit of, and be enforceable by, your personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, and legatees.

8. Miscellaneous Provisions.

a. **Modifications and Waivers.** No provision of this Agreement will be modified, waived, or discharged unless the modification, waiver or discharge is reflected in a writing signed by you (or your authorized representative) and by an authorized officer of the Company (other than you). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

b. **Whole Agreement.** No other arrangements, agreements, representations, or understandings (whether oral or written and whether express or implied) which are not expressly set forth in this Agreement have been made or entered into by either party with respect to the subject matter hereof. This Agreement and the exhibits attached hereto contain the entire understanding of the parties with respect to the subject matter hereof and supersede any prior agreements relating to such subject matter (including any prior employment agreements) except the confidentiality and invention assignment agreement previously entered into by you and the Company, any alternative dispute resolution agreement previously entered into by you and the Company (an "Alternative Dispute Resolution Agreement"), any equity or equity-based award agreements, and the Company's Clawback Policy.

c. **Choice of Law and Severability.** This Section 7(c) does not apply to any Alternative Dispute Resolution Agreement, and to the extent that this Section 7(c) conflicts with any effective Alternative Dispute Resolution Agreement, the provisions contained in such Alternative Dispute

Resolution Agreement control. Subject to the preceding sentence, this Agreement otherwise shall be interpreted in accordance with the Laws of the State in which you work/last worked, as set forth in Section 1(b), or as otherwise determined from time to time in accordance with applicable Company policy without giving effect to provisions governing the choice of Law, and if any provision of this Agreement becomes or is deemed invalid, illegal, or unenforceable in any applicable jurisdiction by reason of the scope, extent, or duration of its coverage, then such provision shall be deemed amended to the minimum extent necessary to conform to applicable law so as to be valid and enforceable or, if such provision cannot be so amended without materially altering the intention of the parties, then such provision shall be stricken and the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is rendered illegal by any present or future statute, law, ordinance, or regulation (collectively, the "Law") then that provision shall be curtailed or limited only to the minimum extent necessary to bring the provision into compliance with the Law. All the other terms and provisions of this Agreement shall continue in full force and effect without impairment or limitation.

d. **No Assignment.** This Agreement and all of your rights and obligations hereunder are personal to you and may not be transferred or assigned by you at any time. The Company may assign its rights under this Agreement only to any entity that assumes the Company's obligations hereunder in connection with any sale or transfer of all or a substantial portion of the Company's assets to such entity.

e. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

f. **Taxes; Section 409A**. All forms of compensation paid to you by the Company, including any payments made pursuant to this Agreement, are subject to reduction (or payment by you, to the extent that additional amounts are required) to reflect applicable withholding and payroll taxes and other applicable deductions. You agree that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you will not make any claim against the Company related to tax liabilities arising from your compensation. The payments and benefits under this Agreement are intended, and will be construed, to be exempt from or comply with Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"); provided, however, that nothing in this Agreement shall be construed or interpreted to transfer any liability for any tax (including a tax or penalty due as a result of a failure to comply with Section 409A) from you to the Company or to any other entity or person. Any payment to you under this Agreement that is subject to Section 409A and that is contingent on a termination of employment is contingent on a "separation from service" within the meaning of Section 409A. If, upon separation from service, you are a "specified employee" within the meaning of Section 409A, any payment under this Agreement that is subject to Section 409A and triggered by a separation from service that would otherwise be paid within six months after your separation from service will instead be paid in the seventh month following your separation from service or, if earlier, upon your death (to the extent required by Section 409A(a)(2)(B)(i)). Any taxable reimbursement due under the terms of this Agreement shall be paid no later than December 31 of the year after the year in which the expense is incurred, and all taxable reimbursements and in-kind benefits shall be provided in accordance with Section 1.409A-3(i)(1)(iv) of the regulations under Section 409A. The parties agree that if necessary to avoid non-compliance with Section 409A, they will cooperate in good faith to modify the terms of this Agreement or any applicable equity award; provided, that such modification shall endeavor to maintain the economic intent of this Agreement or any such equity award.

To indicate your acceptance of the terms and conditions of this Agreement, please sign and date this Agreement in the space provided below and return it to me.

ACCEPTED AND AGREED:

Signed:

[FIRST NAME, LAST NAME]	[FIRST NAME, LAST NAME] [TITLE] Uber Technologies, Inc.
Date:	Date:

Exhibit 31.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO EXCHANGE ACT RULES 13a-14(a) AND 15d-14(a)
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Dara Khosrowshahi, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Uber Technologies, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (c) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 6, 2020

By: /s/ Dara Khosrowshahi

Dara Khosrowshahi
Chief Executive Officer and Director
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO EXCHANGE ACT RULES 13a-14(a) AND 15d-14(a)
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Nelson Chai, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Uber Technologies, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (c) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 6, 2020

By: /s/ Nelson Chai

Nelson Chai
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

CERTIFICATIONS OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Dara Khosrowshahi, the Chief Executive Officer of Uber Technologies, Inc., certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q of Uber Technologies, Inc. for the quarterly period ended September 30, 2020, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Quarterly Report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Uber Technologies, Inc.

Date: November 6, 2020

By: /s/ Dara Khosrowshahi
Dara Khosrowshahi
Chief Executive Officer and Director
(Principal Executive Officer)

I, Nelson Chai, the Chief Financial Officer of Uber Technologies, Inc., certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q of Uber Technologies, Inc. for the quarterly period ended September 30, 2020, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and that information contained in such Quarterly Report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Uber Technologies, Inc.

Date: November 6, 2020

By: /s/ Nelson Chai
Nelson Chai
Chief Financial Officer
(Principal Financial Officer)