

December 23, 2019**UBER TECHNOLOGIES, INC. / CAREEM INC.****FIFTH COMMITMENTS PROPOSAL TO THE EGYPTIAN COMPETITION AUTHORITY**

Uber Technologies, Inc. ("**Uber**") hereby provides the following Commitments (the "**Commitments**") to the Egyptian Competition Authority (the "**ECA**") in order to enable the ECA to approve the proposed acquisition by Uber of the assets of Careem Inc. ("**Careem**") (the "**Proposed Transaction**"). For the avoidance of doubt, the Commitments set out below supersede the Commitments offered to the ECA on September 3, 2019, October 16, 2019, November 6, 2019 and December 12, 2019.

1. DEFINITIONS

- 1.1 For the purpose of the Commitments, the following terms shall have the following meaning:
- 1.1.1 **App-hailed Bus Services Provider:** a supplier of application hailed minibus services (equivalent to Uber Bus or Careem Bus). For the purposes of these Commitments (and in particular the data access Commitments at paragraph 2.31 et seq.), the Monitoring Trustee will determine whether an entrant is a genuine App-hailed Bus Services Provider, based on factors including but not limited to: holding any applicable licences, past experience in the industry, and concrete steps taken to offer a service equivalent to Uber Bus / Careem Bus such as having hired the necessary relevant staff and obtained sufficient start-up funding.
 - 1.1.2 **Affiliated Undertakings:** undertakings ultimately controlled by Uber or Careem, the notion of "control" being interpreted pursuant to Article 5 of the Executive Regulation of the Egyptian Competition Law, namely "*every situation, agreement, or ownership of shares or quota, regardless of the percentage, in a way that leads to control of management or decision-making*". The ECA agrees, that based on Uber's minority shareholding and limited associated rights in Didi Chuxing Technology Co. ("**Didi**") and Grab Holdings Inc. ("**Grab**") as at the Effective Date, neither Didi nor Grab are Affiliated Undertakings of Uber for the purposes of these Commitments. The ECA also agrees to evaluate any other entities with which Uber has a common shareholding on a case by case basis.
 - 1.1.3 **Anonymized Trip Data:** Egypt trip data that (i) is not accompanied by direct identifiers (e.g. name, license plate); (ii) is sufficiently aggregated (i.e. a minimum of 10 trips over one route); and (iii) for which the pick-up and drop-off GPS points are rounded to three decimal places.
 - 1.1.4 **Base Fare:** the portion of the fare paid by a Rider that is designed to cover the Driver's cost of traveling to pick up the Rider.
 - 1.1.5 **Careem Bike:** Careem's moped product.
 - 1.1.6 **Careem Box:** Careem's courier delivery product.
 - 1.1.7 **Careem Bus:** Careem's minibus product.
 - 1.1.8 **Careem GO:** Careem's economy product which is the most popular Careem product in Egypt.

- 1.1.9 **Completion Date:** the date of completion of the Proposed Transaction in Egypt.
- 1.1.10 **Confidential Information:** any business secrets, know-how, commercial information, or any other information of a proprietary nature, including but not limited to reports, analyses, compilations, memoranda, summaries, notes, excerpts, intentions, experiences, plans, drawings, designs, findings that is not in the public domain.
- 1.1.11 **Conflict of Interest:** any conflict of interest that impairs the Monitoring Trustee's objectivity and independence in discharging its duties under the Commitments.
- 1.1.12 **Decision:** the decision to be adopted by the ECA approving the Proposed Transaction subject to the Commitments.
- 1.1.13 **Driver:** an Uber X driver or Careem GO captain in Egypt.
- 1.1.14 **Driver Information:** first name, last name, telephone number and email address of a Driver.
- 1.1.15 **Driver Utilization Rate:** the time between dispatch and pickup ("P2"), plus the time on trip ("P3"), as a percentage of "time online" (P1+P2+P3, where "P1" is the time during which a Driver was waiting for a pick up).
- 1.1.16 **Effective Date:** the date on which the ECA adopts the Decision.
- 1.1.17 **EU Guidance on Article 102 TFEU:** Communication from the Commission — Guidance on the Commission's enforcement priorities in applying Article 82 of the EC Treaty to abusive exclusionary conduct by dominant undertakings, OJ C45, 24.2.2009, p.7-20.
- 1.1.18 **Exceptional Market Imbalance:** a situation that occurs when, for reasons other than changes made by Uber to the Rider pricing (the Total Organic Fare or the levels of or the rates of Surge) or Driver supply of Uber X and / or Careem Go, in an Overlapping Area over a two-week period, either (i) the average Rider wait times measured by the actual time to arrival measured post-trip rises by more than 50%;¹ or (ii) the completed request ratio declines below 68%;² or (iii) the service loses 10% or more of monthly active Riders or Drivers, excluding the loss of active Riders or Drivers to Ridesharing Services Providers.
- 1.1.19 **General Data Protection Regulation:** Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- 1.1.20 **Inflationary Cost Increases:** an amount equal to the greater of (i) the core rate of

¹ The average actual time to arrival in Egypt for Uber X is currently 3.6 minutes and represents good service quality. Thus, a 50% increase would increase wait times up to between 5 and 6 minutes, which would represent a significant deterioration of service quality.

² The completed request ratio ("**C/R**") measures how many rider requests are completed with a trip. The Uber X C/R in Egypt is around 75-80% during high demand periods. This means 20-25% of trip requests fail due to factors such as driver cancellations or high wait times leading to rider cancellations. A high C/R ratio is a sign of a reliable service. A low C/R ratio means poor reliability and poor service given that the high cancellation rate would negatively impact platform efficiencies by adding wait time for both drivers and riders. A C/R ratio dropping below 68% would mean a poor customer experience and an unreliable service given that about one in every three booking requests would end up being cancelled.

Egypt's official Consumer Price Index (CPI);³ and (ii) the fuel price index.⁴

- 1.1.21 **Local Meaningful Market Entry:** one or more Ridesharing Services Provider entering an Overlapping Area in Egypt and achieving individually at least 20%, or collectively at least 30% of weekly ridesharing trips on average for a running month in that same Overlapping Area, calculated on a basis of Uber's trip data and that of other Ridesharing Services Providers, procured by the ECA and the Monitoring Trustee in accordance with Paragraph 3.2 below.
- 1.1.22 **Minimum Fare:** the lowest possible fare that a Rider will have to pay for a trip.
- 1.1.23 **Mixed Bundling:** as defined in paragraph 48 of the EU Guidance on Article 102 TFEU, namely a situation where the bundled products are also made available separately, but the sum of the prices when they are sold separately is higher than the bundled price.
- 1.1.24 **Monitoring Trustee:** one or more natural or legal person(s) who is/are approved by the ECA and appointed by Uber in accordance with Section 5 below, and who has/have the duty to monitor Uber's compliance with the present Commitments.
- 1.1.25 **National Meaningful Market Entry:** one or more Ridesharing Services Provider(s) entering Egypt and achieving individually at least 20%, or collectively at least 30% of weekly ridesharing trips on average for a running month in Egypt, calculated on the basis of Uber's trip data and that of other Ridesharing Services Providers, procured by the ECA and the Monitoring Trustee in accordance with Paragraph 3.2 below.
- 1.1.26 **Overlapping Area:** any city in Egypt in which both Uber and Careem operate, including: Alexandria, Cairo, Damanhour, Damietta, Gouna, Hurghada, Ismailia, Mansoura, Port Said, Sahel, Suez, Tanta and Zagazig.
- 1.1.27 **Pure Bundling:** as defined in paragraph 48 of the EU Guidance on Article 102 TFEU, namely a situation where the bundled products are only sold jointly in fixed proportions.
- 1.1.28 **Quality and Safety Infraction Process ("QSIP"):** Uber process which aims to deactivate drivers from the Uber platform where they repeatedly provide substandard service based on the following dimensions: professionalism, refused destination, rude behavior, wrong destination, pickup difficulty, fare issues, air conditioning not working, and vehicle cleanliness.
- 1.1.29 **Random Sample:** a random sample of trip data to be submitted to the Monitoring Trustee by Uber. In order to produce the Random Sample, Uber will ask the Monitoring Trustee to provide a number between 0 and 59 inclusive and the Monitoring Trustee will select this number using an objective randomizing method. Uber will then provide data for all trips, for which the minute figure in the timestamp (taking the format HH:MM:SS) marking the end of the trip is the same as the number the Monitoring Trustee provided for the relevant time period. So, if the Monitoring chooses the number 41, Uber will provide data for all the trips for the relevant time period with a trip end timestamp of HH:41:SS.
- 1.1.30 **Regulations:** Prime Minister Resolution No. 2180 of 2019 Concerning the Rules and Procedures Necessary for Application of the Provisions of the Law Regulating

³ See <https://www.cbe.org.eg/EconomicResearch/Statistics/Pages/InflationRates.aspx>.

⁴ See <https://apnews.com/0ea79be821414b6c865bb49daad2b6b4>.

Passenger Land Transport Services by Use of Information Technology Promulgated by Law No. 87 of 2018, adopted on September 18, 2019 and entered into force on September 19, 2019.

- 1.1.31 **Rider:** an Uber X or a Careem GO rider in Egypt.
- 1.1.32 **Rider Information:** first name, last name, telephone number and, where available, email address of a Rider.
- 1.1.33 **Ridesharing Services Provider:** a supplier of ridesharing services that offers a service equivalent to Uber X/Careem GO in Egypt and which is not an Affiliated Undertaking. For the purposes of these Commitments (and in particular the data access Commitments at paragraph 2.31 et seq.), the Monitoring Trustee will determine whether an entrant is a genuine Ridesharing Services Provider, based on factors including but not limited to: holding any applicable licences, past experience in the industry, and concrete steps taken to offer a service equivalent to Uber X / Careem GO, such as having hired the necessary relevant staff and having obtained sufficient funding for operations.
- 1.1.34 **Service Fee:** the percentage of the trip fare charged to Riders that is paid by the Driver to Uber or Careem in consideration of the matching service provided to the Driver.
- 1.1.35 **Surge:** a dynamic pricing mechanism that raises prices automatically and temporarily when demand significantly exceeds supply in a local area at a particular limited time.
- 1.1.36 **Tie:** as defined in paragraph 48 of the EU Guidance on Article 102 TFEU, namely a situation where customers that purchase one product (the tying product) are also required to purchase another product (the tied product). For the avoidance of doubt, making two products available on the same app without requiring users of one of these products to also use the other product will not constitute a Tie.
- 1.1.37 **Time and Distance Rates:** the rate per minute and the rate per kilometre used in calculating fares.
- 1.1.38 **Total Organic Fare:** the fare charged to a Rider for a trip, including the Base Fare, the Minimum Fare and the Time and Distance Rates, but excluding Surge and Rider promotions.
- 1.1.39 **Uber Bus:** Uber's minibus product.
- 1.1.40 **Uber Eats:** Uber's food delivery product.
- 1.1.41 **Uber Scooter:** Uber's moped product.
- 1.1.42 **Uber X:** Uber's economy product which is the most popular Uber product in Egypt.

2. COMMITMENTS

- 2.1 In Uber's view, the Proposed Transaction does not raise any competition concerns in Egypt. This is in particular the case because the relevant market is wider than the provision of ridesharing services by car and includes all other means of transport that riders may use to travel intra-city (including inter alia taxis and minibuses). Even if such a narrow market definition is adopted by the ECA, due to the market dynamics (including the strong competitive constraint exerted by alternative means of transport and the potential for new

entry), the Proposed Transaction does not raise any competitive concerns in Egypt. Further, the Proposed Transaction will bring numerous efficiencies, for the benefit of riders, drivers and the Egyptian economy.

- 2.2 However, without prejudice to Uber's legal positions as expressed in Uber's prior submissions to the ECA, in the spirit of cooperation with the ECA and in order to address the concerns raised by the ECA in its Statement of Concerns dated May 24, 2019 and summarised in the ECA's summary of its findings dated September 9, 2019, and in response to the ECA's comments on the previous versions of the Commitments,⁵ Uber is willing to offer the following Commitments to secure clearance of the Proposed Transaction.
- 2.3 Uber trusts that the Commitments set out below will enable the ECA to approve the Proposed Transaction speedily.
- 2.4 **No contractual exclusivity provisions or measures having an equivalent effect**
- 2.5 Uber shall, within a period of 1 month as of the Effective Date, either remove the exclusivity provision contained in the Strategic Relationship Agreement entered into between [*] dated [*] by securing an amendment of the said agreement or unilaterally notify [*] that Uber will not rely on the exclusivity provision in the said agreement which shall be considered null and void.
- 2.6 Uber shall not introduce any contractual exclusivity provision or any measure having an equivalent effect in Uber's contracts with Drivers, DOSTers or partners including fleet/leasing partners/recruitment intermediaries, for Uber X and Careem GO Egypt-wide.
- 2.7 **Introduction of a Service Fee cap**
- 2.8 Uber shall maintain the contractual Service Fee for Uber X across all Drivers Egypt-wide at (i) the current level of 22.5%, or at Uber's discretion (ii) a lower level but not lower than a sustained lower base contractual Service Fee (i.e. for a period of at least three months) charged by another Ridesharing Services Provider in Egypt.
- 2.9 Uber shall maintain the contractual Service Fee for Careem GO across all captains Egypt-wide at (i) the average of 25.5%, or at Uber's discretion (ii) a lower level but not lower than a sustained lower base contractual Service Fee (i.e. for a period of at least three months) charged by another Ridesharing Services Provider in Egypt. In order to enable the Monitoring Trustee to verify Uber's compliance with this Service Fee cap, Uber shall provide the Monitoring Trustee with the necessary pricing data for a Random Sample on a monthly basis.
- 2.10 **Introduction of a Total Organic Fare increase cap**
- 2.11 Uber shall not raise the Total Organic Fare beyond 10% per year above Inflationary Cost Increases for Uber X and Careem GO Egypt-wide.
- 2.12 For the avoidance of doubt, individual components of the Total Organic Fare may exceed the 10% threshold set out in paragraph 2.11 above, as long as the Total Organic Fare does not exceed that threshold.
- 2.13 In order to enable the Monitoring Trustee to verify Uber's compliance with the Total Organic

⁵ In particular (i) the ECA's comments dated September 22, 2019 on Uber's initial commitments proposal dated September 3, 2019, (ii) the market test results of Uber's revised commitments proposal dated October 16, 2019 as summarised in the ECA's report dated October 31, 2019, and (iii) the market test results of Uber's Third Commitments Proposal dated November 6, 2019 as summarised in the ECA's report dated November 25, 2019.

Fare increase cap described in paragraph 2.11 above, Uber shall provide the Monitoring Trustee with the necessary pricing data for a Random Sample of trip data for Uber X and Careem Go each month from Uber and Careem.

2.14 Introduction of a Surge cap

2.15 Uber shall apply a ceiling on its Surge multiplier at a maximum level of 2.5 times the non-Surge price on Uber X and Careem GO Egypt-wide.

2.16 Uber shall ensure that Surge prices are applied on no more than 30% of annual trips on Uber X and on no more than 30% of annual trips on Careem Go Egypt-wide. The thresholds of this Commitment are subject to the ECA's review in accordance with paragraph 6.4 below.

2.17 Commitment in relation to the Driver Utilization Rate

2.18 Uber shall maintain the Driver Utilization Rate on Uber X and Careem GO Egypt-wide within a 60-80% range.

2.19 In order to enable the Monitoring Trustee to verify Uber's compliance with the Driver utilization rate described in paragraph 2.18 above, Uber shall provide the Monitoring Trustee with the monthly average utilization rate on Uber X and Careem GO.

2.20 Innovation and service quality commitment

2.21 To provide satisfactory Rider and Driver experience, Uber commits to using best efforts to maintain a high degree of innovation and service quality.

2.22 As regards innovation, Uber shall dedicate [*] who will primarily work on R&D activities focused on bringing innovation to the wider Middle East, including Egypt.

2.23 Further, Uber shall implement the following innovations in Egypt within a period of one year following the Completion Date:

2.23.1 [*]

2.23.2 Safety features within the Driver app. [*]

2.24 Uber shall also implement the following innovations in Egypt, which are new tools currently being tested (in the United States for the safety features within the rider app and the trip checks/anomaly detection, and in Cairo for the rider verification method), provided the tests demonstrate that these innovations are successful and impactful:

2.24.1 Safety features within the Rider app [*].

2.24.2 Trip checks/anomaly detection [*].

2.24.3 Rider verification method [*].

2.25 As regards service quality, Uber shall:

2.25.1 maintain the average wait times for all Riders Egypt-wide between 2 and 4 minutes. In order to enable the Monitoring Trustee to verify Uber's compliance with this commitment, Uber shall provide the Monitoring Trustee with a Random Sample of monthly trips.

2.25.2 maintain its current standards with regard to vehicle quality and cleanliness for Uber X and Careem GO Egypt-wide or comply with the requirements of the Regulations in case these are stricter than Uber's current standards.

- 2.25.3 maintain its current standards with regard to Driver on-boarding criteria Egypt-wide or comply with the requirements of the Regulations in case these are stricter than Uber's current standards.
 - 2.25.4 continue for Uber X and Careem GO Egypt-wide (i) to make on-boarding education available either in person or virtually for all new Drivers who sign-up to the platform on their own or are referred by other Uber drivers, (ii) to train again in person any Driver with a rating below 4.60, (iii) to apply the Quality and Safety Infraction Process ("QSIP"), and (iv) to impose a minimum rating of 4.60 for Drivers to drive on its platform.
 - 2.25.5 require annual inspections for cars used for Uber X and Careem GO in Egypt, which have more than one Driver and are operating full time (over 50 hours a week).
 - 2.25.6 facilitate the enrollment of Drivers into a vehicle upgrade program offered by vehicle leasing/finance companies for cars used for Uber X and Careem GO in Egypt, which have more than one Driver, are over five years' old and are operating full time (over 50 hours a week).
- 2.26 The mandate of the Monitoring Trustee described in paragraph 5.5 below shall specify that the Monitoring Trustee will verify Uber's compliance with the service quality commitments set out in paragraph 2.25 above.
- 2.27 **No tying or bundling**
- 2.28 Uber shall not Tie or engage in Pure Bundling or Mixed Bundling of Uber X with Uber Bus, Uber Eats, Uber Scooter, Careem Bike, Careem Box, Careem Bus, or Careem GO Egypt-wide. For the avoidance of doubt this Commitment would not prevent Uber from including various product offerings on its application.
- 2.29 Uber shall also not Tie or engage in Pure Bundling or Mixed Bundling of Careem GO with Uber Bus, Uber Eats, Uber Scooter, Uber X, Careem Bike, Careem Box, or Careem Bus Egypt-wide. For the avoidance of doubt this Commitment would not prevent Careem from including various product offerings on its application.
- 2.30 **Access to data**
- Access to map data
- 2.31 Uber shall grant access to a Ridesharing Services Provider or an App-hailed Bus Services Provider upon such party's request to Careem's static points of interest map data as at the time of such a request.
- 2.32 Access to Careem's static points of interest map data shall be granted to a Ridesharing Services Provider or an App-hailed Bus Services Provider on a one-time basis based on the following specific access criteria:
- 2.32.1 The Ridesharing Service Provider or App-hailed Bus Services Provider (Licensee) has to sign a contract with Uber which will define the rules for such use by the Licensee. Subject to this paragraph 2.32, in case of disagreement between the Licensee and Uber, the rules for such use shall be determined by the Monitoring Trustee, following consultation with the Licensee and Uber, to ensure compliance with the Commitments and in particular this paragraph 2.32 while also ensuring compliance with all applicable laws (including the General Data Protection Regulation). In particular, the data may only be used by the Licensee for the

purpose of providing ridesharing services in Egypt (and not for any other purposes, e.g. data analytics) and may not be used outside approved/existing ridesharing applications.

- 2.32.2 The Licensee may not unfairly exploit the data.
- 2.32.3 The Licensee may not distribute or resell the data to third party services.
- 2.32.4 The Licensee may not create stand-alone mapping solutions using the data.
- 2.33 Provided the access criteria set out in paragraph 2.32 above are fulfilled, Uber shall provide access without undue delay and on a non-discriminatory basis on a one-time basis. Uber shall treat all Ridesharing Services Providers and App-hailed Bus Services Providers – that seek access based on these Commitments and that fulfill the access criteria – equally, regardless of, inter alia, ownership, size or financing.
- 2.34 Access to Careem's static points of interest map data can be rejected and/or revoked if the criteria set out in paragraph 2.32 above are not met or violated.
- 2.35 Uber shall grant access to Careem's static points of interest map data against the payment of a license fee on an arm's length prevailing market conditions basis by the relevant Licensee.

Access to Anonymized Trip Data, Rider Information and Driver Information

- 2.36 Uber shall also grant one-time access to a Ridesharing Services Provider upon the latter's request to the following data dating from the 12 months preceding such a request for the purpose of training algorithms for matching riders and drivers, dispatching drivers and pricing trips in Egypt:
 - 2.36.1 Anonymized Trip Data;
 - 2.36.2 Rider Information, subject to the General Data Protection Regulation and opt-in consent; and
 - 2.36.3 Driver Information, subject to the General Data Protection Regulation and opt-in consent.
- 2.37 Access to the data described in paragraph 2.36 shall be granted on the following specific access criteria:
 - 2.37.1 The Ridesharing Service Provider (Licensee) has to sign a contract with Uber which will define the rules for such use by the Licensee. Subject to this paragraph 2.37, in case of disagreement between the Licensee and Uber, the rules for such use shall be determined by the Monitoring Trustee, following consultation with the Licensee and Uber, to ensure compliance with the Commitments and in particular this paragraph 2.37 while also ensuring compliance with all applicable laws (including the General Data Protection Regulation). In particular, the data may only be used by the Licensee for the purpose of training its algorithms for matching riders and drivers, dispatching drivers and pricing trips with a view to providing ridesharing services equivalent to Uber X and Careem GO in Egypt (and not for any other purposes) and the data (and the algorithms derived from the data) may not be used outside approved/existing ridesharing applications or for any other unauthorized purpose.
 - 2.37.2 The Licensee must take industry-standard security measures when collecting the data from Uber and to protect the data from external access. This includes, but is

not limited to, an agreement to delete the data once its use is finished; and internal controls stating that employees can only see the data if they have a business purpose for doing so.

- 2.37.3 The Licensee may not unfairly exploit the data.
- 2.37.4 The Licensee may not attempt to re-identify the data.
- 2.37.5 The Licensee may not share, distribute or resell the data to any third party.
- 2.37.6 The Licensee may not assign, sublicense, otherwise delegate or transfer any of the rights in connection with the data to a third party, including through a change of control.
- 2.37.7 The Licensee must comply with all applicable laws, including the applicable rules and regulations related to the processing and protection of personal data, in connection with the data.

2.38 User data portability

2.39 In order to facilitate Riders to port their data to alternative ridesharing suppliers, Uber shall continue to grant Riders access to their data included in the following link <https://help.uber.com/riders/article/whats-in-your-uber-data-download?nodeId=3d476006-87a4-4404-ac1e-216825414e05> by enabling them to download this data in comma-separated values ("CSV")⁶ format.

2.40 In addition, Uber shall use commercially reasonable best efforts to expand the scope of data that Riders can download and port to a competitor by including within such data Riders' "saved places" (e.g. Riders' favourite places such as "Home" or "Work") within one year of the Completion Date, provided the data included in "saved places" is available under Uber's contracts with maps data providers, such as Google. If a Ridesharing Services Provider creates a portal to facilitate the transfer of the data referred to at paragraph 2.39 above from Uber to its own application in CSV format, with the express prior consent of the Rider(s) concerned, Uber will make commercially reasonable best efforts to cooperate with the Ridesharing Services Provider and facilitate the creation of such a portal, provided that a solution is practicable and compliant with all applicable laws (including those regarding data security and the General Data Protection Regulation).

2.41 Branding

2.42 Uber shall ensure that the following measures are taken to ensure that Riders are not confused into thinking that Uber and Careem are independent after the Completion Date:

- 2.42.1 Amending Careem's branding in Egypt to make it clear that Uber and Careem are Affiliated Undertakings in a similar manner to the illustrative examples in the **Annex**.
- 2.42.2 Ensuring the fact that Uber and Careem are Affiliated Undertakings is displayed during a user's visit to Uber and Careem's rider and driver applications, Uber and Careem's websites and any online portals from which the Uber and Careem's applications can be downloaded, in Egypt.

⁶ A CSV file is a delimited text file that uses a comma to separate values. A CSV file stores tabular data in plain text to make it easier for different programs to use the data. Each line of the file is a data record. Each record consists of one or more fields, separated by commas.

- 2.42.3 Ensuring that the interface of, as well as the notifications received from, the Uber and Careem rider applications make clear to riders when they book a ride, whether they are receiving a ride from Uber or Careem.
- 2.42.4 In the application of general marketing and rider and driver / captain communications (excluding SMS messages, in app push notifications or similar short messages) in Egypt, ensuring that such communications display that Uber and Careem are Affiliated Undertakings.

2.43 Local presence

- 2.44 Uber commits to maintaining its physical presence and a locally incorporated subsidiary in Egypt, whilst it continues to operate a business in Egypt.

2.45 Publication of the Commitments

- 2.46 Within one week of the Completion Date, Uber will send messages to all of its subscribed riders and drivers for Uber and Careem (in Arabic and English) summarising the non-confidential Commitments and including a hyperlink to the full non-confidential version of the Commitments.
- 2.47 Uber shall also make available, via a hyperlink on its and Careem's websites in Egypt, the full non-confidential version of the Commitments in a prominent fashion for a period of one month after the Completion Date.
- 2.48 Uber shall continue to make available on Uber and Careem's respective Egyptian websites a non-confidential version of the Commitments.

3. DURATION AND SUSPENSION OF THE COMMITMENTS

- 3.1 The Commitments described at paragraphs 2.6, 2.8, 2.9, 2.11, 2.15, 2.16, 2.18, 2.25, 2.28, 2.29, 2.31, 2.36, 2.39 and 2.48 above shall apply from the Completion Date until the earlier of (i) the five year anniversary of the Completion Date, or (ii) on the occurrence of a Local Meaningful Market Entry. On the occurrence of Local Meaningful Market Entry in Alexandria and / or Cairo, the Commitments will be lifted throughout Egypt. On the occurrence of Local Meaningful Market Entry in an Overlapping Area other than Alexandria or Cairo, the Commitments will be lifted in that Overlapping Area only and these Commitments will continue to apply elsewhere in Egypt until there is Local Meaningful Market Entry in Alexandria and / or Cairo.
- 3.2 If Uber believes that Local Meaningful Market Entry or National Meaningful Market Entry has occurred in an Overlapping Area, it will notify the ECA and the Monitoring Trustee who will procure that the Ridesharing Services Providers provide the necessary trip data for the Monitoring Trustee to verify that Local or National Meaningful Market Entry has in fact taken place. The Monitoring Trustee will provide Uber with a non-confidential copy of the results of such verification.
- 3.3 The Commitment described at paragraph 2.22 above shall apply from the Completion Date until the earlier of (i) the five year anniversary of the Completion Date, or (ii) on the occurrence of a National Meaningful Market Entry.
- 3.4 The Commitment described at paragraph 2.42 above shall apply from the Completion Date for as long as the Uber and Careem brands exist in Egypt.
- 3.5 The Commitments described at paragraphs 2.8, 2.9, 2.11, 2.15, and 2.16 above shall be suspended for Uber X and or Careem Go in the event of Exceptional Market Imbalance for Uber X and or Careem Go respectively for the duration of the Exceptional Market Imbalance and for a reasonable time thereafter, such reasonable time being determined by the Monitoring Trustee.

4. REPORTING

- 4.1 Uber shall engage a Monitoring Trustee (see Section 5 below) that will submit a written report to the ECA in English no later than six months after the Completion Date. The Monitoring Trustee will describe in the report whether Uber is complying with the Commitments.
- 4.2 Thereafter, the Monitoring Trustee will submit written compliance reports in English to the ECA every six months and a final written report in English within four weeks after the expiry of the Commitments' period.
- 4.3 The ECA and the Monitoring Trustee will conduct a fuller assessment of Uber's compliance with the Commitments on the second anniversary of the Completion Date.
- 4.4 Uber shall provide the Monitoring Trustee with all the information reasonably necessary to enable the Monitoring Trustee to assess Uber's compliance with the Commitments.
- 4.5 The Monitoring Trustee will be engaged until the five year anniversary of the Completion Date, even if National or Local Meaningful Market Entry has occurred before then.

5. **MONITORING TRUSTEE**

- 5.1 The Monitoring Trustee will be responsible for informing the ECA about the implementation of and compliance with the Commitments by Uber.

5.2 **Appointment procedure**

- 5.3 Uber shall appoint a Monitoring Trustee to carry out the functions specified in Section 4 above by entering into a trustee mandate with the Monitoring Trustee, following the appointment procedure described in the following paragraphs.
- 5.4 The appointment of the Monitoring Trustee shall be completed as soon as possible after the Proposed Transaction has been approved and closed in Egypt. For the avoidance of doubt, the approval of the Monitoring Trustee and its mandate by the ECA pursuant to paragraphs 5.6 et seq. below shall not delay the approval or consummation of the Proposed Transaction.

Proposal by Uber

- 5.5 No later than four weeks after the Effective Date, Uber shall submit to the ECA the name or names of one or more natural or legal persons whom Uber proposes to appoint as the Monitoring Trustee for the ECA's approval. The proposal shall contain sufficient information for the ECA to verify that the person or persons proposed as Monitoring Trustee fulfil the requirements set out in paragraphs 5.10 et seq. below and shall include:

- 5.5.1 the full terms of the proposed mandate, which shall include all provisions necessary to enable the Monitoring Trustee to fulfil its duties under these Commitments; and

- 5.5.2 the outline of a work plan which describes how the Monitoring Trustee intends to carry out its assigned tasks.

Approval or rejection by the ECA

- 5.6 Within four weeks following Uber's proposal on a Monitoring Trustee, the ECA shall have the discretion, acting reasonably, diligently and in good faith, to approve or reject the proposed Monitoring Trustee(s) and to approve the proposed mandate subject to any modifications it deems necessary for the Monitoring Trustee to fulfil its obligations. If only one name is approved, Uber shall appoint or cause to be appointed the person or persons concerned as Monitoring Trustee, in accordance with the mandate approved by the ECA. If more than one name is approved, Uber shall be free to choose the Monitoring Trustee to be appointed from among the names approved.

- 5.7 The Monitoring Trustee shall be appointed within two weeks of the ECA's approval, in accordance with the mandate approved by the ECA.

New proposal by Uber

- 5.8 If the ECA rejects all the Monitoring Trustees proposed by Uber, Uber shall submit the names of at least two more natural or legal persons within two weeks of being informed of the ECA's rejection. The ECA will then be able to approve or reject the proposed Monitoring Trustees within two weeks following Uber's proposal.

Monitoring Trustee nominated by the ECA

- 5.9 If the ECA rejects all further Monitoring Trustees proposed by Uber, within two weeks following such rejection, the ECA shall nominate a Monitoring Trustee, whom Uber shall appoint, or cause to be appointed, in accordance with a Monitoring Trustee mandate approved by the ECA.

5.10 Appointment criteria

- 5.11 The Monitoring Trustee shall:

5.11.1 at the time of the appointment, be independent of Uber and Careem and their Affiliated Undertakings;

5.11.2 possess the necessary qualifications to carry out its mandate, for example have sufficient relevant experience as a professional advisor including as a consultant, auditor, or economist; and

5.11.3 neither have nor acquire a Conflict of Interest.

- 5.12 The Monitoring Trustee shall be remunerated by Uber in a way that does not impede the independent and effective fulfilment of its mandate.

5.13 Functions of the Monitoring Trustee

- 5.14 The Monitoring Trustee shall assume its specified duties and obligations in order to ensure compliance with the Commitments. The ECA may, on its own initiative or at the request of the Monitoring Trustee or Uber, give any orders or instructions to the Monitoring Trustee in order to ensure compliance with the conditions and obligations attached to the Decision.

Duties and obligations of the Monitoring Trustee

- 5.15 The Monitoring Trustee shall:

5.15.1 propose to Uber such measures as the Monitoring Trustee considers necessary to ensure Uber's compliance with the conditions and obligations attached to the Decision;

5.15.2 promptly report in writing to the ECA in English, sending Uber a copy at the same time, if it concludes on reasonable grounds that Uber is failing to comply with these Commitments.

5.16 Duties and obligations of Uber

- 5.17 Uber shall provide the Monitoring Trustee with all such cooperation, assistance and information as the Monitoring Trustee may reasonably require to perform its tasks. This will include informing the Monitoring Trustee and the ECA of an Exceptional Market Imbalance within two working days of Uber observing such an Exceptional Market Imbalance, and a

Random Sample of trip data for Uber X and Careem Go each month from Uber and Careem.

- 5.18 Uber shall indemnify the Monitoring Trustee and its employees and agents (each an "**Indemnified Party**") and hold each Indemnified Party harmless against, and hereby agrees that an Indemnified Party shall have no liability to Uber for any liabilities arising out of the performance of the Monitoring Trustee's duties under the Commitments, except to the extent that such liabilities result from the wilful default, recklessness, gross negligence or bad faith of the Monitoring Trustee, its employees, agents or advisors.
- 5.19 Uber agrees that the ECA may share Confidential Information proprietary to it with the Monitoring Trustee. The Monitoring Trustee shall not disclose such information.
- 5.20 **Replacement, discharge and reappointment of the Monitoring Trustee**
- 5.21 If the Monitoring Trustee ceases to perform its functions under the Commitments or for any other good cause, including the exposure of the Monitoring Trustee to a Conflict of Interest:
- 5.21.1 the ECA may, after hearing the Monitoring Trustee and Uber, require Uber to replace the Monitoring Trustee; or
- 5.21.2 Uber may, with the prior approval of the ECA, replace the Monitoring Trustee.
- 5.22 If the Monitoring Trustee is removed pursuant to paragraph 5.21 above, the Monitoring Trustee may be required to continue in its function until a new Monitoring Trustee is in place to whom the Monitoring Trustee has effected a full hand-over of all relevant information. The new Monitoring Trustee shall be appointed in accordance with the procedure referred to in paragraphs 5.2 et seq. above.
- 5.23 Unless removed pursuant to paragraph 5.21 above, the Monitoring Trustee shall cease to act as Monitoring Trustee only after the ECA has discharged it from its duties after all the Commitments with which the Monitoring Trustee has been entrusted have been implemented. However, the ECA may at any time require the reappointment of the Monitoring Trustee if it subsequently appears that the relevant remedies might not have been fully and properly implemented.
6. **REVIEW**
- 6.1 The ECA may at any time, upon the application of Uber, decide at its absolute discretion that the Commitments (or any of them) shall terminate earlier than the date set out in paragraphs 3.1, 3.3 and 3.4 above on the grounds that the conditions of competition in the relevant market(s) no longer justify the continuation of such Commitments. Where Uber requests a termination of the Commitments, it shall submit a reasoned request to the ECA showing good cause. This request shall be accompanied by a report from the Monitoring Trustee, who shall, at the same time send a non-confidential copy of the report to Uber. The request shall not have the effect of suspending the application of the Commitment(s) and, in particular, of suspending the expiry of any time period in which the Commitment has to be complied with.
- 6.2 The ECA may further, in response to a reasoned request from Uber showing good cause, decide at its absolute discretion to waive, modify or substitute one or more of these Commitments. This request shall be accompanied by a report from the Monitoring Trustee, who shall, at the same time send a non-confidential copy of the report to Uber. The request shall not have the effect of suspending the application of the Commitment(s) and, in particular, of suspending the expiry of any time period in which the Commitment has to be complied with.

6.3 The ECA may further, at its own discretion, remove a Commitment if it deems that the Commitment is not necessary and / or the Commitment in question distorts the market or prevents entry unnecessarily.

6.4 The ECA may further, at its discretion review the thresholds in paragraph 2.16 above at the one year anniversary of the Regulations coming into effect, measured by the first Drivers receiving their ridesharing permits in accordance with the Regulations (which is expected to take place in the first quarter of 2020). In making such a decision, the ECA will take into account the Monitoring Trustee's recommendation as well as reasoned submissions by Uber.

7. **ENTRY INTO FORCE**

7.1 The Commitments shall enter into force on the Effective Date and shall be implemented without delay and no later than 6 months following Completion Date, or as otherwise indicated therein.

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duly authorised to act for and on behalf of Uber Technologies, Inc.