

UBER LONDON LIMITED V TRANSPORT FOR LONDON LIST OF AGREED CONDITIONS

In this list, references to the 1998 Act include the Private Hire Vehicles (London) Act 1998 and the Private Hire Vehicles (London) (Operators' Licences) Regulations 2000 (the 2000 Regulations) made under it.

CORPORATE GOVERNANCE AND INTRA-GROUP RELATIONSHIPS

1. Board composition

ULL shall maintain a Board, comprising at least three independent directors who shall be in the majority (one of whom shall be the Chair) and at least two executive directors.

For the avoidance of doubt, this condition will not be treated as having been breached in circumstances where a director resigns or is otherwise no longer able to act as a director and ULL is in the process of recruiting a successor, provided the recruitment process takes no longer than 6 months.

2. Board/Sub-committee roles

Ultimate responsibility for ULL's licensed operations under the 1998 Act shall lie with the Board. The Board is to be supported in the fulfilment of that responsibility by a sub-committee of the Board chaired by the Chair (or, in the absence of the Chair, another non-executive director). The sub-committee shall be supported by a management committee.

3. Compliance protocol

ULL shall maintain arrangements for:

- a. ULL to be notified by Uber Technologies Inc. (UTI), and Uber BV or, Uber Britannia Limited (UBL) of matters that could be relevant to ULL's obligations as a licensed operator under the 1998 Act wherever they may arise (including in respect of any other affiliated Uber Group company); and
- b. UTI and Uber BV to support ULL in its compliance with its obligations as a licensed operator under the 1998 Act, and respect its autonomy in securing that compliance including in making notifications required by these conditions and the 1998 Act.

4. Independent assurance procedure

ULL shall maintain an independent assurance procedure designed to review and validate the effectiveness of its systems, policies, procedures and oversight mechanisms for promoting compliance with its obligations as a licensed operator in accordance with the 1998 Act as well as these conditions.

ULL shall provide TfL with details about all existing and new customer and/or driver safety and security initiatives, safety and security related products and services and the work of ULL's Safety Team, and the independent assurance procedure shall also include a review of these safety and security initiatives, safety and security related products and services and the work of ULL's Safety Team.

ULL shall provide the licensing authority with a copy of an independently-verified assurance procedure report produced every six (6) months from the date of any decision granting this Licence together with a summary of actions ULL proposes to take in response to that report.

TFL NOTIFICATION OBLIGATIONS AND ENFORCEMENT

5. Notification of significant/material changes

In addition to and without derogation from its obligations under regulation 9(13) of the 2000 Regulations, ULL shall give the licensing authority at least 28 days' advance notice of any material change that it intends to make to its operating model, systems or processes, that may affect compliance with the 1998 Act, 2000 Regulations or other licence conditions, including but not limited to:

- a. Any material proposed changes to the way in which ULL collects and holds passengers' and drivers' data;
- b. Any material proposed changes concerning ULL's booking systems and arrangements for making bookings;
- c. Any material proposed changes relating to the safety and security of passengers and drivers.

Any notice provided must be full, detailed and transparent. Such notice shall include details of the risk assessments carried out and the impact on the safety of passengers and drivers.

ULL shall have regard to any reasoned response raised by TfL in respect of any such changes so notified.

In the event that ULL is unable to comply with the notice requirements in this condition because immediate or faster change is required in order to comply with a Court order or other legal obligation or to address an actual or potential emergency, ULL will give the greatest notice reasonably practicable.

6. Circumvention of obligations

ULL shall not circumvent any of its obligations as a licensed operator under the 1998 Act or circumvent or interfere with any arrangements made by the licensing authority in relation to these obligations, including such obligations or arrangements as apply to applicants for or holders of private hire vehicle driver licences or private hire vehicle licences. This concerns any part of the licensing process a driver or vehicle owner is required to undertake and includes but is not limited to obtaining Enhanced Criminal Record Certificates, medical declarations, topographical assessments, English language certificates, MOTs or any other requirements set by the licensing authority as prerequisites to obtaining a driver or vehicle owner licence.

7. Reporting of breaches to the licensing authority, law enforcement and regulatory authorities

ULL shall, to the extent permitted by law, provide a written report to any relevant regulatory and law enforcement authority in the United Kingdom, and to the extent permitted by law, to the licensing authority in any of the following circumstances:

- a. All data breaches, material data losses or infringements of data protection law affecting the data of UK drivers and/or customers, whether those incidents occur in the United Kingdom or elsewhere;
- b. The use or proposed use by ULL, UBL, Uber BV, UTI or any other affiliated Uber Group company (“an Uber Company”) in any jurisdiction where a Relevant Person is or has been employed or engaged by an Uber Company at the time of such use or proposed use of any software, tool or other mechanism (including Greyball and Ripley) (i) to interfere with or evade any regulatory enforcement action or (ii) for any improper purpose. For these purposes ‘proposed use’ means a use proposed or endorsed (whether implicitly or explicitly) by a Senior Manager or Director.

Following any report made concerning 7(a) or (b) above, ULL shall co-operate fully, openly and transparently with any investigation conducted by any regulatory or law enforcement authority and/or by the licensing authority.

In these Conditions:

a "Relevant Person" means any person who during the term of this Licence is, or has been, employed or engaged by ULL as a Senior Manager and/or Director.

"Data breaches, material data losses or infringements of data protection law" means any such incident that:

(i) is, or

(ii) would, if UK law were to apply, be

required by law to be notified to a regulator or law enforcement authority.

8. Transparency during investigations

ULL shall, to the extent permitted by law, provide written notification to the licensing authority of the outcome of:

- a. all investigations, in the United Kingdom or elsewhere, concerning data breaches, data losses or infringements of data protection laws affecting the data of UK drivers and/or customers. This requirement to notify includes but is not limited to all investigations in which a Relevant Person has been implicated in, or found personally culpable for, such a data loss;
- b. all investigations concerning any regulatory breaches or infringements of law by an Uber Company, to the extent that any Relevant Person has been implicated in such conduct or found to be personally culpable for such breach or infringement; and
- c. the outcome of all investigations, in the United Kingdom or elsewhere, concerning the use by an Uber Company of any software, tool or other mechanism (including Greyball and Ripley) to interfere with or evade regulatory enforcement or any other improper purpose to the extent that any Relevant Person has been implicated in or found to be personally culpable for such use.

9. Evasion of enforcement

ULL shall not use any software, tool or any other mechanism to interfere with or evade any enforcement action by a regulatory or law enforcement authority, including the licensing authority.

10. Arrangements with MPS

ULL shall, unless the Metropolitan Police Service (MPS) lawfully requires or agrees otherwise, maintain substantively the current arrangements agreed by the MPS for the reporting of passenger complaints alleging behaviour that may be criminal.

11. Criminal reporting policy

ULL shall consult the MPS at least every calendar year as to whether ULL's policy relating to criminal reporting remains fit for purpose. ULL shall notify the licensing authority of any updates to this policy that are agreed with the MPS and/or any other relevant police authorities, and complies with any guidance issued by the licensing authority.

12. Complaints handling

ULL shall provide an update to the licensing authority every six (6) months on the effectiveness of its complaints handling process. That report shall include up-to-date figures concerning the number of reports made to the police within each relevant period.

ULL shall, within 48 hours of receiving a safety related complaint concerning a ULL driver:

- a. assess whether it is necessary to remove or suspend that driver account pending further inquiries; and
- b. notify any such decision to remove or suspend the driver to the licensing authority, including specifying the details of the driver and the allegation.

13. Not employing people who have evaded enforcement

ULL shall take all reasonable steps to ensure that they do not employ or engage as a Senior Manager or Director any person who has been found (whether by Uber, its external advisers on their behalf, or regulators or law enforcement agencies) to have:

- a. Promoted, approved or facilitated the possible or actual use of Greyball or Ripley, or any other technology, so as to avoid or evade regulation in any jurisdiction (whether in their internal communications or otherwise); or
- b. Otherwise interfered with or evaded regulatory enforcement in the private hire and taxi sector, whether in the United Kingdom or in any other jurisdiction.

14. Ride sharing

ULL shall provide training to all drivers to ensure that any advanced bookings of private hire vehicles at separate fares are carried out safely.