

Participation Agreement

This agreement is between Stichting WIE International ('**WIE International**'), an independent non-profit organisation based in Amsterdam (chamber of commerce: 98567683), and you. WIE International fights for the right to data protection and algorithmic transparency for platform workers in the so-called gig economy. More information on WIE International and the Dynamic Pay Claim against Uber can be found on [our website](#).

1. Our collective action against Uber

WIE International is preparing a collective action against Uber. This case aims to hold Uber to account for the following breaches of the EU General Data Protection Regulation ('**GDPR**')

1. Since the introduction of "Dynamic Pay", Uber has used algorithms and automated decision-making to determine driver pay and allocate work. The way Uber does this violates article 22 of the GDPR. Uber has not sought your consent to introduce Dynamic Pay, nor have they provided drivers with a clear and meaningful explanation of how Dynamic Pay works.
2. Uber used your personal data to train its algorithms without your consent, which is also constitutes a breach of the GDPR.
3. From 6 August 2021 until 27 November 2023 Uber unlawfully transferred drivers' personal data from Europe to the US without the required safeguards in place, in breach of chapter V of the GDPR.

Damages

Our initial research shows that Dynamic Pay has caused a significant decline in average driver pay and volume of work allocated. At the same time, passenger fares have increased significantly and so has Uber's profitability, with its share price up by almost 300% since 2023. Since the automated decision-making underlying this is unlawful, we intend to hold Uber liable to pay damages.

Your material damage consists of the difference in pay you received versus what you would have received without Dynamic Pay (which damage increases every day). In addition, Dynamic Pay involves the use of an unlawful automated system that created less predictability of the amount of work and pay, which we believe has caused distress. As a result, you have also suffered non-material damage. Non-material damage has also been caused by the loss of control of personal data due to the other GDPR violations.

We will claim these damages on your behalf. Also, we will ask the court to order Uber to stop its unlawful behaviour ('**Claims**').

Collective action

To achieve compensation of your material and non-material damages ('**Losses**'), WIE International will first seek a negotiated settlement with Uber. If that is not successful, WIE International intends to pursue a collective action in the Netherlands (based on article 3:305a Dutch Civil Code ('**DCC**')). For the case to be successful, WIE International needs the support of as many Uber drivers as possible, which is why we ask for a contractual mandate in this agreement.

Defendants and competent court

WIE International will act against Uber B.V., established in the Netherlands and Uber Technologies Inc., established in the United States. Together, these two companies are legally responsible for the processing of your personal data and for the use of automated systems that give operation to Uber's Dynamic Pay (all Uber entities herein referred to as '**Uber**'). Since Uber B.V. is established in Amsterdam, the Amsterdam courts have jurisdiction over our case.

2. Your participation

You confirm that

1. You have provided services as an Uber driver through the Uber driver app at any time after November 2020;
2. You have not engaged in litigation against Uber about the Claims or Losses;
3. You have not (i) registered and will not register for, (ii) opted-into or been auto-enrolled into, and (iii) otherwise expressed intention to participate in, pending or prepared litigation about the Claims or Losses (you are eligible to participate if you have previously claimed in relation to worker rights and/or holiday pay); and
4. You agree to WIE International initiating a collective claim, pursuant to article 37 of the Dutch GDPR Implementation Act or any corresponding legislation from other countries.

Mandate and power of attorney

You grant to WIE International an exclusive mandate (in Dutch: *opdracht*) and power of attorney (in Dutch: *volmacht*), with a right of substitution, in connection with the Claims and Losses to:

1. Represent your interests in the collective action;
2. Negotiate and settle with Uber and initiate and pursue (collective or individual) court proceedings, all in the widest sense;
3. Exercise your rights as set out in articles 77, 78, 79, 80 and 82 of the GDPR. By doing so, it has your instruction to claim compensation within the meaning of article 80(1) GDPR;
4. Decide and inform the court or any party designated by the court whether you shall be bound by the outcome of litigation or settlement (opt-in/opt-out). This means WIE International can decide whether judgments or settlements apply to you;
5. Submit any information required to facilitate payment of compensation to you.

WIE International decides independently which strategy to follow and when and which actions to take in what it considers to be in the best interest of Uber drivers. We may consider the conditions of a (proposed) settlement insufficiently favourable for drivers and therefore decline. We may engage third parties at our discretion.

3. Costs

You do not have to pay anything upfront, and you run no financial risk. WIE International will receive external funding from Innsworth Capital Limited ('**Funder**').

If the claim against Uber is unsuccessful, you will not have to pay anything.

If the claim is successful and drivers receive compensation, the Funder will be reimbursed for the costs of litigation and other costs involved in the action ('**Costs Compensation**'). The Funder will also be entitled to receive a success fee in return for the risk it has incurred ('**Success Fee**'). WIE

International will seek to have the Costs Compensation and Success Fee paid by Uber. If that is not successful, these will be deducted from your compensation - but only if you receive any payment.

The Success Fee amounts to a maximum of 25% of your compensation, or 22.5% if you are a member of a labour union or other relevant worker representative organisation.

You irrevocably agree that any compensation may be paid directly to WIE International (to remit to drivers and the Funder) or to a third party engaged by it. If compensation is paid by Uber directly to you, you shall transfer the Costs Compensation and Success Fee to WIE International (to remit to the Funder) within 14 days of receiving payment. If other organisations file claims on the same issues and it is unclear to what extent our efforts contributed to the outcome, the Costs Compensation and Success Fee will still be due.

4. Cancelling your participation

You may cancel your participation and withdraw from this agreement without reason by email to info@workerinfoexchange.nl. If you cancel before we file our court case, you have no further obligation to us. If you cancel after that moment, in case of a win or settlement of the case leading to you receiving compensation, you remain liable for the Costs Compensation and Success Fee, as we will already have incurred costs and taken financial risks on your behalf. This agreement does not end upon your death, guardianship, or bankruptcy, nor if you are subjected to the debt-rescheduling scheme for natural persons. We may terminate our work and this agreement at any time, in which case we will waive our right to any Costs Compensation and Success Fee.

5. Your information

You promise that all information you provide to us is correct, up-to-date and complete, and that you will notify us of any changes. You agree to provide WIE International, upon request, with the information and documents necessary to determine whether you are entitled to compensation and if so, how much.

6. No guarantees and no liability

WIE International will use reasonable efforts to achieve its objectives but cannot guarantee a favourable outcome. You release WIE International, its board of directors, its supervisory board, its advisors and the Funder from any claims, liabilities or obligations in relation to the pursuit of litigation or the negotiation, execution or implementation of any settlement by WIE International, except in the case of gross negligence or wilful misconduct. Some claims have a time limit or statute of limitations. There is a chance that our actions might not stop your claims from later becoming time-barred. You accept this risk.

7. Other provisions

This agreement is subject to the laws of the Netherlands. All disputes arising in connection with this agreement shall, if no amicable settlement can be reached within 10 business days, be exclusively referred to the competent courts of Amsterdam, the Netherlands.

WIE International may unilaterally amend this Agreement, of which you will be timely informed. If an amendment materially disadvantages you, you may terminate this agreement without further obligations.

If any provision of this agreement is or becomes illegal, invalid or unenforceable, this will not affect the legality, validity or enforceability of the remaining provisions. In such case, the illegal, invalid or unenforceable provision will be replaced by a valid provision that differs as little as possible from the original provision.

WIE International may transfer this agreement to a third party without requiring your consent.

All mandates and authorisations are accepted and performed solely by WIE International, with exclusion of art. 7:404 and 7:407(2) DCC. No other person or entity can be held liable or required to perform under this agreement other than WIE International. Individuals performing professional services for WIE International act solely on its behalf and at its risk.