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Common Market for Eastern  
and Southern Africa

Case File No. CCC/MER/6/22/2019

**Decision<sup>1</sup> of the Sixty-Seventh (67<sup>th</sup>) Committee Responsible for  
Initial Determination Regarding the Proposed Merger between  
Augusta Acquisition B.V. and Careem Inc.**

**ECONOMIC SECTOR: Transport**

**22<sup>nd</sup> December 2019**

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<sup>1</sup> In the published version of this decision, some information has been omitted pursuant to Rule 73 of the COMESA Competition Rules concerning non-disclosure of business secrets and other confidential information. Where possible, the information omitted has been replaced by ranges of figures or a general description.

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### Information and Relevant Background

1. On 17<sup>th</sup> June, 2019 the COMESA Competition Commission (hereinafter referred to as the "Commission"<sup>2</sup>) received a notification on the proposed Merger between Augusta Acquisition B.V. ("the acquiring undertaking") and Careem Inc. ("the target undertaking"). Augusta Acquisition B.V is ultimately controlled by Uber Technologies Inc. (UTI)<sup>3</sup>.
2. The notification was made pursuant to Article 23(6) of the COMESA Competition Regulations (hereinafter referred to as "the Regulations" which reads:
 

*"The Commission may require parties to a non-notifiable merger to notify the Commission of that merger if it appears to the Commission that the merger is likely to substantially prevent or lessen competition or is likely to be contrary to public interest".*
3. The Commission observed that the parties have operations in Egypt, Kenya, Sudan and Uganda entailing that more than one Member State is involved. However, the Commission also observed that the merger did not satisfy the merger notification thresholds under Rule 4 of the Rules on the Determination of Merger Notification Thresholds and Method of Calculation (Rule 4). Nevertheless, the Commission invoked Article 23(6) of the Regulations to oblige the parties to notify the merger because the Commission was of the sound conviction that merger if implemented may raise significant competition concerns in a substantial part of the Common Market.
4. It was observed that the parties' activities only overlap in Egypt. This means that this is the only Member State where both parties have operations. UTI has operations in Egypt, Kenya and Uganda where as Careem has operations in Sudan and Egypt. Therefore, the common country of operation is Egypt.

### The Parties

#### *Augusta Acquisition B.V. (the "Acquiring undertaking")*

5. It was submitted that the acquiring undertaking, Augusta, is a wholly owned subsidiary of Uber International B.V. and indirectly, ultimately controlled by Uber Technologies Inc. ("UTI") which is a holding company of the Uber Group ("Uber"). The parties have submitted that Uber is a technology company founded in 2009 with its headquarters in San Francisco and operates in more than 700 cities and 60 countries worldwide. Uber matches riders and drivers for a variety of transport options as well as offering food and freight delivery. Uber is active in three COMESA Member States namely: Egypt, Kenya and Uganda. Uber entered Egypt in 2014 and offers the following services: intra-city transportation, specifically ridesharing services such as UberX - affordable cars; UberSelect - more comfortable cars; UberScooter - a moped service; and UberBus - a

<sup>2</sup> In this decision the term "CCC" is used interchangeably with the term "Commission".

<sup>3</sup> In this decision the term "UTI" is used interchangeably with the term "Uber".



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minibus service. Uber also offers food delivery services through Uber Eats which was launched in Cairo, Egypt in 2018.

*Careem Inc (the "target undertaking")*

6. It was submitted that the target undertaking, Careem Inc, is the ultimate holding company of the Careem Group ("Careem") and its address is at P.O. Box 146, Road Town, Tortola, British Virgin Islands. Careem is a major technology platform for the greater Middle East, established in 2012 and headquartered in Dubai. It operates in more than 125 cities across 15 countries. Careem is active in two COMESA Member States namely: Egypt and Sudan. Careem began operations in Egypt in 2014 and provides the following services through its Egyptian subsidiary, Careem Egypt for Smart Networks (S.A.E): Intra-city transportation, specifically ridesharing services such as: Careem Go – affordable cars; Careem Go+ - more affordable cars; White Taxi – traditional taxis that can be hailed via Careem's app; Careem Bike – moped service; Tuk Tuk – an auto-rideshaw service; Careem Bus – a minibus service; Airport – cars to the airport; and City to City – intercity travel at fixed rates. Careem also offers delivery services such as Careem Box – a courier delivery service.

**Nature of the Transaction**

7. The parties submitted that the proposed transaction is a global transaction which involves an asset sale and purchase whereby, Augusta, will acquire 100% of the assets of Careem Inc. in the British Virgin Islands and 100% of the shares of the three subsidiaries that are directly owned by Careem Inc. namely: (a) Careem PS Inc., incorporated in the British Virgin Islands, (b) Carsupply Holding Inc., incorporated in the British Virgin Islands and (c) Careem Networks FZ LLC incorporated in the United Arab Emirates, as well as indirectly, the entities that are directly or indirectly owned by these three subsidiaries.

**Competition Analysis**

8. The CID defined the relevant markets as app-hailed passenger vehicle on the rider and driver sides, in Egypt.
9. The CID observed that the relevant market is highly concentrated with the merging parties being the only effective players. Pre-merger, the market was already dominated by the merging parties. The CID contended that the transaction will result in the strengthening of the parties' dominance.

**Determination**

10. The CID observed that whereas the presence of Uber and Careem was only significant in Egypt, in the other Member States Careem's presence was only in Sudan (whose market share was insignificant). The CID determined that although the merger is not likely to foreclose competition in the Common Market, it was concerned with the post-merger effects of the transaction. The CID noted that this is a sector which is still in infancy in the Common Market, hence, it is important to avoid future foreclosure of the market. To address the CID's concerns, the parties made undertakings.

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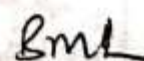


11. The CID therefore approved the transaction with the undertakings submitted by the parties as follows:

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2. **COMMITMENTS**

- 2.1 Uber trusts that the Commitments set out below address the CCC's concerns in respect of the Proposed Transaction.
- 2.2 No contractual exclusivity provisions or measures having an equivalent effect
- 2.3 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 its Affiliated Undertaking Uber B.V. and Nacita AutoCare [REDACTED] securing an amendment of the said agreement or unilaterally notify Nacita AutoCare that Uber will not rely on the exclusivity provision in the said agreement which shall be considered null and void.
- 2.4 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.
- 2.5 **Introduction of a Service Fee cap**
- 2.6 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.
- 2.7 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.
- 2.8 **Introduction of a Total Organic Fare increase cap**
- 2.9 Uber shall not raise the Total Organic Fare beyond 10% per year above Inflationary Cost Increases for Uber X and Careem GO Egypt-wide.
- 2.10 For the avoidance of doubt, individual components of the Total Organic Fare may exceed the 10% threshold set out in paragraph 2.9 above, as long as the Total Organic Fare does not exceed that threshold.
- 2.11 In order to enable the Monitoring Trustee to verify Uber's compliance with the Total Organic Fare increase cap described in paragraph 2.9 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.



2.12 Introduction of a Surge cap

2.13 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.

2.14 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 CCC's review in accordance with paragraph 6.4 below.

2.15 Commitment in relation to the Driver Utilization Rate

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

2.17 In order to enable the Monitoring Trustee to verify Uber's compliance with the Driver Utilization Rate described in paragraph 2.16 above, Uber shall provide the Monitoring Trustee with the monthly average utilization rate on Uber X and Careem GO.

2.18 Innovation and service quality commitment

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

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

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

2.21.1 [redacted]

2.21.2 Safety features within the Driver app [redacted]

2.22 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:

2.22.1 Safety features within the Rider app [redacted]

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[REDACTED]

2.22.2 Trip checks/anomaly detection: [REDACTED]

[REDACTED]

2.22.3 Rider verification method: [REDACTED]

[REDACTED]

2.23 As regards service quality, Uber shall:

- 2.23.1 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.
- 2.23.2 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.
- 2.23.3 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.
- 2.23.4 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.
- 2.23.5 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).
- 2.23.6 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).

2.24 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 2.23 above.

2.25 No tying or bundling

2.26 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.



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- 2.27 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.
- 2.28 **Access to data**  
**Access to map data**
- 2.29 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.
- 2.30 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:
- 2.30.1 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. 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.
- 2.30.2 **The Licensee may not unfairly exploit the data.**
- 2.30.3 The Licensee may not distribute or resell the data to third party services.
- 2.30.4 The Licensee may not create stand-alone mapping solutions using the data.
- 2.31 Provided the access criteria set out in paragraph 2.30 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.
- 2.32 Access to Careem's static points of interest map data can be rejected and/or revoked if the criteria set out in paragraph 2.30 above are not met or violated.
- 2.33 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**

- 2.34 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:

- 2.34.1 Anonymized Trip Data;



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- 2.34.2 Rider Information, subject to the General Data Protection Regulation and opt-in consent; and
- 2.34.3 Driver Information, subject to the General Data Protection Regulation and opt-in consent.
- 2.35 **Access to the data described in paragraph 2.34 shall be granted on the following specific access criteria:**
- 2.35.1 The Ridesharing Service Provider (Licensee) has to sign a contract with Uber which will define the rules for such use by the Licensee. 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.
- 2.35.2 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.
- 2.35.3 The Licensee may not unfairly exploit the data.
- 2.35.4 The Licensee may not attempt to re-identify the data.
- 2.35.5 The Licensee may not share, distribute or resell the data to any third party.
- 2.35.6 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.
- 2.35.7 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.
- 2.36 **User data portability**
- 2.37 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")<sup>4</sup> format.
- 2.38 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

<sup>4</sup> 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.



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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 2.37 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).

**2.39 Branding**

2.40 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:

2.40.1 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.

2.40.2 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.

2.40.3 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 in Egypt.

2.40.4 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.

**2.41 Local presence**

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

**2.43 Publication of the Commitments**

2.44 Within one week of the Completion Date, Uber will send messages to all of its subscribed riders and drivers for Uber and Careem in Egypt (in Arabic and English) summarising the non-confidential Commitments and including a hyperlink to the full non-confidential version of the Commitments.

2.45 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.

2.46 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 2.4, 2.6, 2.7, 2.9, 2.13, 2.14, 2.16, 2.23, 2.26, 2.27, 2.29, 2.34, 2.37 and 2.46 above shall apply from the Completion Date until the earlier of (i) the five-year anniversary of the



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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.

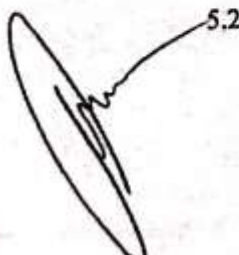
- 3.2 If Uber believes that Local Meaningful Market Entry or National Meaningful Market Entry has occurred in an Overlapping Area, it will notify the CCC and the Monitoring Trustee who will procure that the Ridesharing Services Providers provide the necessary trip data for the Monitoring Trustee to verify 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 2.20 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 2.40 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 2.6, 2.7, 2.9, 2.13, and 2.14 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 CCC 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 CCC every six months and a final written report in English within four weeks after the expiry of the Commitments' period.
- 4.3 The CCC 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 CCC about the implementation of and compliance with the Commitments by Uber.
- 5.2 Appointment procedure



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- 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 CCC 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 CCC the name or names of one or more natural or legal persons whom Uber proposes to appoint as the Monitoring Trustee for the CCC's approval. The proposal shall contain sufficient information for the CCC 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 CCC**

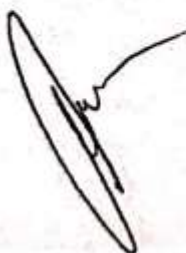
- 5.6 Within four weeks following Uber's proposal on a Monitoring Trustee, the CCC shall have the discretion, acting reasonably, diligently and in good faith, to approve or reject the proposed Monitoring Trustee(s) and to approve the proposed mandate subject to any modifications it deems necessary for 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 CCC. 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 CCC's approval, in accordance with the mandate approved by the CCC.

**New proposal by Uber**

- 5.8 If the CCC 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 CCC's rejection. The CCC will then be able to approve or reject the proposed Monitoring Trustees within two weeks following Uber's proposal.

**Monitoring Trustee nominated by the CCC**

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



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- 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 CCC 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 CCC 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 CCC 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 CCC 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:

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- 5.21.1 the CCC 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 CCC, 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 CCC has discharged it from its duties after all the Commitments with which the Monitoring Trustee has been entrusted have been implemented. However, the CCC 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 CCC 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 CCC 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 CCC 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 CCC 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 CCC may further, at its discretion review the thresholds in paragraph 2.14 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 CCC will take into account the Monitoring Trustee's recommendation as well as reasoned submissions by Uber.



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**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".
12. The CID further determined that the responsibilities given to the CCC under paragraph 4 of the undertakings submitted by the parties may on the discretion of the Director of the CCC be exercised either by the CCC or the Egyptian Competition Authority.
13. This decision is adopted in accordance with Article 26 of the Regulations.

Dated this 22<sup>nd</sup> December 2019



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**Commissioner Brian Lingela (Chairperson)**



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**Commissioner Islam Tagelsir Ahmed Alhasa**