

Exhibit 1



ARBITRATION AGREEMENT

This Arbitration Agreement ("Agreement") is made as of the date signed below by and between Emmanuel D. Kiser ("Employee") and eBay Inc. ("Employer" or "Company").
(Please Print Full Name)

The parties to this Agreement agree to arbitrate any dispute, demand, claim, or controversy ("claim") they may have against each other, including their current and former agents, owners, officers, directors, or employees, which arises from the employment relationship between Employee and Employer or the termination thereof. Claims covered by this Agreement include, but are not limited to, claims of employment discrimination and harassment under Title VII of the Civil Rights Act, as amended, the California Fair Employment & Housing Act, the Civil Rights Act of 1991, the Older Workers' Benefit Protection Act, the Employee Retirement and Income Security Act, the Family and Medical Leave Act, the California Family Rights Act, the Age Discrimination in Employment Act, as amended, the Americans with Disabilities Act, 42 U.S.C. section 1981, the Employment Retirement Income Security Act, the Fair Labor Standards Act any claims arising under the California Labor Code, the California Civil Code, the California Constitution, breach of employment contract or the implied covenant of good faith and fair dealing, express or implied; wrongful termination in violation of public policy, and all other claims for wrongful termination and constructive discharge or tortious conduct (whether intentional or negligent) including but not limited to defamation, misrepresentation, negligence, negligent investigation, negligent hiring, supervision or retention, assault and battery, false imprisonment fraud, infliction of emotional distress, invasion of privacy, any and all claims relating to employment termination, employment discrimination, harassment or retaliation, claims related to salary, bonuses, commissions, stock, stock options, or any other ownership interests in the Company, vacation or other time-off pay, fringe benefits, expense reimbursements, severance pay, claims for wages, hours, benefits, and compensation, but excluding claims for workers' compensation benefits to remedy work-related injury or illness and unemployment compensation benefits.

The parties agree that any claims that either party has that arise out of the Employee Proprietary Information and Inventions Agreement are specifically excluded from this Agreement. This includes, for example and without limiting the generality of the foregoing exclusion, claims by the Company that you have disclosed or misappropriated the Company's trade secrets and/or claims by you that you are the rightful owner of an invention.

The arbitration shall be conducted in Santa Clara County by a neutral arbitrator in accordance with the rules issued by the American Arbitration Association (AAA) for resolution of employment disputes, wherever this Agreement is silent on the arbitration procedure. The Employer will pay the arbitrator's fee for the proceeding, as well as any room or other charges by AAA. Either party may file pre-hearing motions directed at the legal sufficiency of a claim or defense equivalent to a demurrer or summary judgment prior to the arbitration hearing. The parties may conduct adequate pre-arbitration discovery as determined by the arbitrator.

The arbitrator will issue a detailed written decision and award, resolving the dispute. The arbitrator's written opinion and award shall decide all issues submitted and set forth the legal principle(s) supporting each part of the opinion.

The decision or award of the arbitrator shall be final and binding upon the parties. The arbitrator shall have the power to award any type of legal or equitable relief that would be available

in a court of competent jurisdiction including, but not limited to, the costs of arbitration, attorneys' fees and punitive damages when such damages and fees are available under the applicable statute and/or judicial authority. Any arbitral award may be entered as a judgment or order in any court of competent jurisdiction. The parties agree that any relief or recovery to which they are entitled arising out of the employment relationship or cessation thereof shall be limited to that awarded by the arbitrator.

Nothing in this Agreement precludes Employee from filing a charge or from participating in an administrative investigation of a charge before any appropriate government agency.

The parties further agree to file any demand for arbitration within applicable statute of limitations for the asserted claims. Failure to demand arbitration within this prescribed time period shall result in waiver of said claims.

Neither the terms nor the conditions described in this Agreement are intended to create a contract of employment for a specific duration of time or to limit the circumstances under which the parties' employment relationship may be terminated. Since employment with the Employer is voluntarily entered into, Employee is free to resign at any time. Similarly, the Employer may terminate the employment relationship without cause or advanced notice at any time.

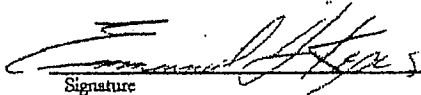
This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State of California. The terms of this Agreement shall not be orally modified. This Agreement can be modified only by a written document signed by eBay's VP of Human Resources and the Employee.

A court or other entity construing this Agreement should administer, modify, or interpret it to the extent and such manner as to render it enforceable.

I understand that I would not be hired by the Employer if I did not sign this Agreement. I have signed it in consideration of my employment by the Employer. I have been advised of my right to consult with counsel regarding this Agreement. **I ALSO UNDERSTAND THAT BY ENTERING INTO THIS AGREEMENT, I AM WAIVING ANY RIGHT TO A TRIAL BY JURY.**

EMPLOYEE

EMPLOYER


Signature
11/7/03
Date
Emmanuel D. Rojas
Print Name

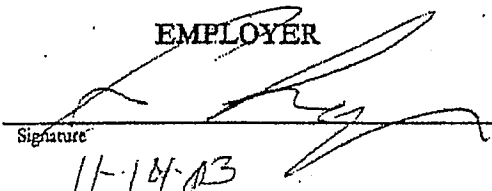

Signature
11-14-03
Date
Arizona Legan / HR Admin.
Print Name and Title

Exhibit 2

**Employment Arbitration Rules and Mediation Procedures
Amended and Effective July 1, 2006**

To view the summary of changes, [click here](#).

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Unless otherwise agreed by the parties or as provided under applicable law, the expenses of witnesses for either side shall be borne by producing such witnesses.

All expenses of the arbitrator, including required travel and other expenses, and any AAA expenses, as well as the costs relating to producing witnesses produced at the direction of the arbitrator shall be borne in accordance with the Costs of Arbitration section.