
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): September 19, 2022

Bird Global, Inc.

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-41019
(Commission
File Number)

86-3723155
(IRS Employer
Identification No.)

392 NE 191st Street #20388
Miami, Florida 33179
(Address of principal executive offices and zip code)

(866) 205-2442
(Registrant's telephone number, including area code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A common stock, par value \$0.0001 per share	BRDS	The New York Stock Exchange
Warrants, each whole warrant exercisable to purchase one share of Class A common stock at an exercise price of \$11.50 per share	BRDS WS	The New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Chief Executive Officer Appointment and Resignation

On September 20, 2022, the Board of Directors (the “Board”) of Bird Global, Inc. (the “Company”) appointed Shane Torchiana as President and Chief Executive Officer of the Company, effective as of September 21, 2022 (the “Effective Date”). Mr. Torchiana succeeds Travis VanderZanden, who stepped down as Chief Executive Officer of the Company on September 21, 2022, and will continue to serve as Chair of the Board.

Mr. Torchiana, 39, has served as the Company’s President since June 2022. Prior to that, Mr. Torchiana served in various roles at the Company, most recently as Chief Operating Officer from January 2022 to June 2022 and as Senior Vice President, Corporate Development & Strategy from January 2019 to January 2022. Before joining Bird Rides, Inc. in 2018, Mr. Torchiana spent eight years at Boston Consulting Group where he led client engagements in data and analytics, strategy, and transformation efforts. Prior to Boston Consulting Group, he worked in global macro investing at Eaton Vance, a subsidiary of Morgan Stanley Investment Management. He holds an MBA from Columbia Business School and MFin (Master of Finance) from MIT Sloan.

Chief Financial Officer Appointment and Resignation

On September 20, 2022, the Board appointed Ben Lu as Chief Financial Officer of the Company and designated Mr. Lu as principal financial officer, in each case, effective as of the Effective Date. Mr. Lu succeeds Yibo Ling, who notified the Company on September 19, 2022 of his intention to step down as Chief Financial Officer of the Company, effective on the Effective Date.

Mr. Lu, 46, previously served as Chief Financial Officer of Archer Aviation from August 2021 to February 2022. Prior to Archer, Mr. Lu served as Vice President, Finance at Logitech International from May 2016 to July 2021, where he led a global team responsible for Corporate FP&A, Investor Relations, Treasury, Global Operations and Supply Chain Finance. Mr. Lu is a C.F.A charter holder and spent nearly 20 years analyzing and investing in technology public equity companies with firms, including Seligman Investments, UBS Securities, and J.P. Morgan. Mr. Lu received a B.S. in Finance and Information Systems from New York University.

CFO Compensation Letter Agreement

In connection with his appointment described above, on the Effective Date, the Compensation Committee of the Board (the “Committee”) approved, and Bird has entered into, a Compensation Letter Agreement (“Letter Agreement”) with Mr. Lu. The material terms of the Letter Agreement are described below.

Under the Letter Agreement, Mr. Lu is entitled to receive an annual base salary of \$500,000, pro-rated for partial years of employment. In addition, during calendar years 2022, 2023 and 2024, Mr. Lu is eligible to earn annual and quarterly cash performance bonuses based on the achievement of adjusted EBITDA, free cash flow and net revenue goals. The maximum potential bonus opportunity for Mr. Lu for a single calendar year is equal to \$403,125.

Pursuant to Mr. Lu’s Letter Agreement, Mr. Lu will be granted one or more awards of restricted stock units (“RSUs”) covering shares of the Company’s Class A Common Stock under the Company’s 2021 Incentive Award Plan (the “2021 Plan”). The material terms and conditions of such awards are described below in the section entitled, “*CFO Equity Award.*”

In connection with entering into his Letter Agreement, Mr. Lu will be paid a one-time cash signing bonus of \$375,000 (the “Signing Bonus”), payable in a lump-sum payment within 45 days following Mr. Lu’s employment start date. Per the terms of Mr. Lu’s Letter Agreement, in the event that Mr. Lu’s employment with Bird is terminated for any reason other than due to a Qualifying Termination (as defined below) or due to Mr. Lu’s death or disability, prior to the second anniversary of his start date, then: (i) 100% of the Signing Bonus will be repayable if such termination occurs prior the first anniversary of the start date and (ii) 50% of the Signing Bonus will be repayable if such termination occurs on or after the first anniversary of the start date and prior the second anniversary of the start date. Upon a Change in Control (as defined in the 2021 Plan), if Mr. Lu remains in continued employment with Bird through such Change in Control, the Signing Bonus no longer will be subject to the foregoing repayment requirements.

In addition, under the Letter Agreement, if Mr. Lu experiences a termination of employment by Bird without “cause” or by him for “good reason” (each, as defined in the applicable Letter Agreement) (a “Qualifying Termination”), then Mr. Lu will receive:

- a. a cash amount equal to 12 months of his annual base salary then in effect, payable in substantially equal installments over the 12-month period following the termination date;
- b. company-subsidized healthcare coverage for up to 12 months following the date of termination, at the same levels and same cost to him as in effect immediately prior to the termination date; and
- c. for Mr. Lu, all time-vesting equity awards then held by Mr. Lu will become fully vested on an accelerated basis as of the termination date with respect to the number of shares underlying the award that would have vested during the 12-month period following such termination date (had he remained employed during such period, and calculated as though the award vests on a monthly basis from the applicable vesting commencement date); in addition, if the Qualifying Termination occurs during the 24-month period following a Change in Control, all such equity awards will become fully vested as of the termination date.

The severance payments and benefits described above will be conditioned upon Mr. Lu’s timely execution and non-revocation of the Company’s standard general release of all claims in a form prescribed by the Company.

CFO Equity Award

On the Effective Date, Mr. Lu was granted an award of RSUs covering 2,500,000 shares of the Company’s Class A Common Stock (the “RSU Award”) under the 2021 Plan. The RSU Award will vest as to 1/12 of the total RSUs underlying the award on each of the first 12 quarterly anniversaries of September 1, 2022, subject to Mr. Lu’s continued employment with Bird through the applicable vesting date.

Pursuant to Mr. Lu’s Letter Agreement, Mr. Lu also is eligible to receive two additional awards of RSUs, covering up to 1,500,000 shares of the Company’s Class A Common Stock (the “Performance-Vesting RSUs”). The Performance-Vesting RSUs will be granted to Mr. Lu following the attainment of applicable stock price goals at any time during the Performance Period (as defined in Mr. Lu’s Letter Agreement), as set forth in the following table. Once granted, the Performance-Vesting RSUs will vest as to 1/6 of the total RSUs subject to the applicable tranche on each quarterly anniversary of the date on which the applicable stock price goal was achieved, subject to Mr. Lu’s continued employment with Bird through the applicable vesting date.

Vesting Tranche	Price Per Share Goal	Number of Granted Performance-Vesting RSUs
First Vesting Tranche	\$ 2.50	1,000,000.00
Second Vesting Tranche	\$ 5.00	500,000.00

The RSU Award and Performance-Vesting RSUs are subject to accelerated vesting provisions in connection with certain events, as described above under “*Compensation Letter Agreement*”.

The forgoing description of the Letter Agreement does not purport to be complete and is qualified in its entirety by reference to the text of such agreement, which is filed as Exhibit 10.1 to this Current Report and incorporated herein by reference.

Other Executive Transitions

On September 20, 2022, the Board appointed Lance Bradley as Chief Technology Officer of the Company, effective September 21, 2022. Mr. Bradley will oversee all technology, engineering and product functions, including software, firmware, hardware, and vehicle operations, as well as data, security, and information technology. Justin Balthrop, formerly Chief Technology Officer, will transition to Chief Product Officer, effective September 21, 2022.

On September 21, 2022, the Company and William Scott Rushforth agreed that Mr. Rushforth would become a consultant to Bird Rides, Inc. (“Bird”), a subsidiary of the Company, for a one-year period effective September 22, 2022. In

connection with his transition, the Company and Mr. Rushforth agreed that he will no longer serve as Chief Vehicle Officer of the Company, effective September 21, 2022.

Under an Advisor Agreement between Mr. Rushforth and Bird (the “Rushforth Advisor Agreement”), Mr. Rushforth will receive the following payments and benefits, subject to his continued service during the one-year consulting period: (i) a \$400,000 consulting fee; (ii) Company-paid COBRA premium payments; and (iii) continued vesting of certain time-vesting Company equity awards held by him. Under the Advisor Agreement, Mr. Rushforth will continue to be subject to customary restrictive covenants. In addition, under a Separation and Release Agreement between him and Bird (the “Rushforth Separation Agreement”), Mr. Rushforth’s Company stock options will remain exercisable for up to five years following his employment separation date.

The forgoing description of the Rushforth Separation Agreement (together with the Rushforth Advisor Agreement attached thereto) does not purport to be complete and is qualified in its entirety by reference to the text of such agreement, which is filed as Exhibit 10.2 to this Current Report and incorporated herein by reference.

Director Resignation

On September 19, 2022, Nathaniel Justin Kan notified the Board that he would step down as a member of the Board, effective as of the Effective Date.

The Nominating and Corporate Governance Committee of the Board recommended that Shane Torchiana fill the vacancy created by Mr. Kan’s resignation. The Company expects to seek stockholder approval for the election of Mr. Torchiana to the Board, as required by the Company’s certificate of incorporation, at or before the next Annual Meeting of Stockholders.

Forward-Looking Statements

This Current Report contains forward-looking statements. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in Section 27A of the Securities Act of 1933 (as amended, the “Securities Act”), and Section 21E of the Securities Exchange Act of 1934 (as amended, the “Exchange Act”). All statements other than statements of historical facts contained in this Current Report may be forward-looking statements. Forward-looking statements contained in this Current Report include, but are not limited to, statements regarding the election of Mr. Torchiana to the Board. We have based these forward-looking statements largely on our current expectations. Forward-looking statements involve known and unknown risks, uncertainties and other important factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements, including, but not limited to, the important factors discussed in Part I, Item 1A. “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2021 (“2021 Form 10-K”) and Part II, Item 1A. “Risk Factors” in our Quarterly Report on Form 10-Q for the period ended June 30, 2022, and described from time to time in our future reports filed with the Securities and Exchange Commission (the “SEC”). The forward-looking statements in this Current Report are based upon information available to us as of the date of this Current Report, and while we believe such information forms a reasonable basis for such statements, these statements are inherently uncertain and investors are cautioned not to unduly rely upon these statements. Except as required by applicable law, we do not plan to publicly update or revise any forward-looking statements contained in this Current Report, whether as a result of any new information, future events or otherwise.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Compensation Letter Agreement by and between Ben Lu and Bird Rides, Inc., dated September 21, 2022
10.2	Separation and Release Agreement, by and between William Scott Rushforth and Bird Rides, Inc., dated September 21, 2022
104	Cover page Interactive Data File (embedded within Inline XBRL document)



BIRD RIDES, INC.

Ben Lu
September 21, 2022

Dear Mr. Lu,

Bird Rides, Inc., a Delaware corporation (the "Company"), is pleased to offer you employment with the Company on the terms described in this Employment Letter Agreement (this "Letter"), commencing as of the Start Date set forth on the signature page hereto (the "Start Date").

1. Position. You shall, effective as of the Start Date, serve as Chief Financial Officer of Bird Global, Inc. ("Parent") and you shall perform such employment duties as are usual and customary for such position and/or as otherwise directed by the Company. You will report to Parent's President (currently Shane Torchiana). In addition to the foregoing, you shall serve the Company, Parent and/or any of their respective subsidiaries or affiliates in such other capacities as the Company may request from time to time, without additional compensation. By signing this Letter, you confirm with the Company that you are under no contractual or other legal obligations that would prohibit you from performing your duties with the Company. This position is considered exempt for purposes of applicable wage and hour laws, which means that you are not eligible for overtime pay under state and federal laws.

2. Compensation.

(a) Base Salary. Effective as of the Start Date, you will be paid an annual base salary ("Base Salary") at the rate of \$500,000 per year, payable on the Company's regular payroll dates and prorated for any partial year of service (including, for clarity, calendar year 2022).

(b) Equity Award.

(i) RSU Award. Subject to the approval of Parent's Board of Directors (the "Board"), or a subcommittee of the Board, you will be granted an award of Restricted Stock Units ("RSUs") covering 2,500,000 shares of Parent's Class A common stock (the "RSU Award"). Unless otherwise specified, the grant date shall be the date that the Board (or a subcommittee of the Board, as applicable) approves the grant of such RSUs. The RSU Award will be subject to the terms and conditions contained in Parent's 2021 Incentive Award Plan (the "2021 Plan"), and the applicable RSU award agreement in a form prescribed by Parent, which shall be consistent in all respects with the terms herein, and which you will be required to sign. The RSU Award will vest with respect to 1/12 of the RSUs on each of the first 12 quarterly anniversaries of September 1, 2022, subject to your continued employment with the Company through the applicable vesting date.

(ii) Future RSU Award(s). In addition, if Parent achieves specified stock price goals outlined in Exhibit A attached hereto, Parent will grant you, subject to the approval of the Board or a subcommittee thereof, one or more RSU awards (the "Performance-Vesting RSUs"). The Performance-Vesting RSUs will be subject to the terms and conditions contained in the 2021 Plan and the applicable RSU award agreement(s) in a form prescribed by Parent, and will vest on a quarterly basis subject to your continued employment with the Company over an 18-month period following the achievement of the applicable performance goal.

(iii) Annual Equity Awards. Beginning in calendar year 2023, you will be eligible to receive an annual equity-based compensation award as determined by the Board (or a subcommittee thereof) from time to time. The Board (or such subcommittee) will determine in its sole

subcommittee thereof) from time to time. The Board (or such subcommittee) will determine in its sole

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discretion the grant timing, amount, form(s) and mix, and such other terms and conditions, applicable to any such annual equity-based compensation award.

(c) Performance Bonus. For each of calendar years 2022, 2023 and 2024, you shall be eligible to earn one or more cash performance bonuses (each, a "Performance Bonus"), as follows:

(i) Adjusted EBITDA. You shall be eligible to earn (i) a Performance Bonus equal to \$9,375 for each calendar quarter in which the Company achieves positive Adjusted EBITDA (as defined below), beginning with the third quarter of 2022; and (ii) an additional Performance Bonus equal to \$37,500 if the Company achieves positive Adjusted EBITDA for any three calendar quarters in the same calendar year (i.e., in 2023 or in 2024), in each case, as determined by the Board or a subcommittee thereof. In no event shall more than \$75,000 be payable to you with respect to any one calendar year under this Section 2(c)(i). For purposes of this Letter, "Adjusted EBITDA" means, with respect to the applicable period, Adjusted EBITDA as reported in the applicable earnings release attached as an exhibit to the Company's Current Report on Form 8-K for the applicable period.

(ii) Free Cash Flow. You shall be eligible to earn (i) a Performance Bonus equal to \$18,750 for each calendar quarter during which the Company achieves positive Free Cash Flow (as defined below), beginning with the third quarter of 2022; and (ii) an additional Performance Bonus equal to \$75,000 if the Company achieves positive Free Cash Flow for any three calendar quarters in the same calendar year (i.e., in 2023 or in 2024), in each case, as determined by the Board or a subcommittee thereof. In no event shall more than \$150,000 be payable to you with respect to any one calendar year under this Section 2(c)(ii). For purposes of this Letter, "Free Cash Flow" means, with respect to an applicable period, (1) Free Cash Flow as reported in the applicable earnings release attached as an exhibit to the Company's Current Report on Form 8-K for the applicable period or (2) if Free Cash Flow is not specifically reported in the applicable earnings release, (x) net cash provided by operating activities, less (y) purchases of vehicles, each as reported in the applicable earnings release attached as an exhibit to the Company's Current Report on Form 8-K for the applicable period.

(iii) YOY Net Revenue. You shall be eligible to earn (i) a Performance Bonus equal to \$28,125 if the Company's Net Revenue (as defined below) increases by 30% or more year-over-year from calendar year 2022 to calendar year 2023 (the "2023 YOY Net Revenue Goal"); and (ii) an additional Performance Bonus equal to \$28,125 if the Company's Net Revenue increases by 30% or more year-over-year from calendar year 2023 to calendar year 2024 (the "2024 YOY Net Revenue Goal" and, together with the 2023 YOY Net Revenue Goal, the "YOY Net Revenue Goals"), as determined by the Board or a subcommittee thereof; provided, however, that (x) any additional 2023 Net Revenue associated with a corporate acquisition that is consummated in calendar year 2023 will be excluded for purposes of calculating the level at which the 2023 YOY Net Revenue Goal is achieved and (y) any additional 2024 Net Revenue associated with a corporate acquisition that is consummated in calendar year 2024 will be excluded for purposes of calculating the level at which the 2024 YOY Net Revenue Goal is achieved. In no event shall more than \$56,250 be payable to you under this Section 2(c). For purposes of this Letter, "Net Revenue" means, with respect to an applicable period, (x) revenue, less (y) contra revenue, each as reported in the applicable earnings release attached as an exhibit to the Company's Current Report on Form 8-K for the applicable period; provided, that in no event shall "Net Revenue" include any additional revenues related to a corporate acquisition that is consummated in calendar year 2022.

(iv) Additional Performance Bonus. Without limiting anything set forth in this Section 2, you also will be eligible to earn an additional \$150,000 with respect to each of calendar year 2023 and calendar year 2024 if the Company achieves both (i) positive Adjusted EBITDA and positive Free Cash Flow for any three calendar quarters in the same calendar year (i.e., in 2023 or in 2024); and (ii) the YOY Net Revenue Goal for such calendar year, in each case, as determined by the Board or a

the FOT Net Revenue Goal for such calendar year, in each case, as determined by the Board or a subcommittee thereof. In no event shall more than \$300,000 be payable to you under this Section 2(c)(iv).

(v) Payment. The payment of any Performance Bonus, to the extent any Performance Bonus becomes payable, will be made within 45 days after the end of the applicable calendar quarter or 75 days after the end of the applicable calendar year (as applicable), subject to your continued employment with the Company through the applicable payment date.

(d) Signing Bonus. The Company shall pay you a one-time cash signing bonus (the "Signing Bonus") in an amount equal to \$375,000, payable in a lump-sum within 45 days following the Start Date. Notwithstanding the foregoing or anything to the contrary herein or in any other agreement, you acknowledge and agree that if your employment with the Company terminates for any reason other than due to a Qualifying Termination (as defined below) or due to your death or disability, in any case, prior to the second anniversary of the Start Date, all or a portion of the Signing Bonus shall be repaid promptly by you to the Company immediately upon demand therefor in an amount equal to:

(i) 100% of the Signing Bonus, if such termination occurs prior to the first anniversary of the Start Date; and

(ii) 50% of the Signing Bonus, if such termination occurs on or after the first anniversary of the Start Date and prior to the second anniversary of the Start Date.

You and the Company acknowledge and agree that the Signing Bonus (or the relevant portion thereof) will not be earned unless and until you are continuously, actively employed with the Company through the applicable anniversary of the Start Date. However, if a Change in Control (as defined in the 2021 Plan) is consummated and you remain in continuous employment until immediately prior to the Change in Control, you will be deemed earned in the entire Signing Bonus and you will not be required to repay any portion of the Signing Bonus that remains subject to the above repayment provision.

3. Severance.

(a) Qualifying Termination. Subject to Section 3(b) below and your continued compliance with the Confidentiality Agreement (as defined below), if your employment is terminated due to a Qualifying Termination, then:

(i) the Company will pay you an amount equal to 12 months of your Base Salary then in effect (the "Severance"), payable in substantially equal installments in accordance with the Company's normal payroll practices over the 12-month period following the termination date (the "Severance Period"), with such installments commencing on the first regular payroll date following the effective date of the Release (as defined below), and amounts otherwise payable prior to such first payroll date shall be paid on such date without interest thereon;

(ii) subject to your valid election to continue healthcare coverage under Section 4980B of the Internal Revenue Code of 1986, as amended (the "Code"), the Company shall continue to provide, during the COBRA Period (as defined below), you and your eligible dependents with coverage under its group health plans at the same levels and same cost to you as would have applied if your employment had not been terminated (and based on your elections in effect on the date of your termination), provided, however, that (1) if any plan pursuant to which such benefits are provided is not, or ceases prior to the expiration of the period of continuation coverage to be, exempt from the application of Section 409A (as defined below); or (2) the Company is otherwise unable to continue to cover you under its group health plans without incurring penalties (including without limitation, pursuant to Section 2718 of the Public Health Service Act or the Patient Protection and Affordable Care Act), then, in either case, an amount equal to each remaining Company subsidy shall thereafter be paid to you in substantially equal monthly

to each remaining Company subsidiary shall thereafter be paid to you in substantially equal monthly installments over the continuation coverage period (or the remaining portion thereof); and

(iii) all outstanding Time Vesting Awards (as defined below) shall, to the extent then-unvested, vest (and, as applicable, become exercisable) on an accelerated basis as of the termination date with respect to the number of shares underlying the award that would have vested had you remained in continuous employment during the Severance Period; provided, however, that, with respect to any Time Vesting Award that vests on a quarterly basis, the number of Parent shares that become vested in accordance with the foregoing shall be calculated assuming that the vesting schedule for such award is monthly (rather than quarterly) over the vesting period from the applicable vesting commencement date. Notwithstanding the foregoing, in the event that such Qualifying Termination occurs during the 24-month period following the date on which a Change in Control is consummated, all of your then-outstanding Time Vesting Awards shall, to the extent then-unvested, become fully vested (and, as applicable, exercisable) on an accelerated basis as of the termination date.

In addition to the severance payments and benefits described in Section 3(a) above, you and the Company acknowledge and agree that, following a Qualifying Termination of your employment, at the Company's request, you and the Company shall enter into an advisor or consulting agreement, pursuant to which you will provide advisory and/or transition services to the Company and its affiliates for a period of up to one year following the termination date, on terms and conditions determined by the Board or a subcommittee thereof.

(b) Release. Any severance payments and benefits described in Section 3(a) above will be conditioned upon your timely execution and non-revocation of the Company's standard separation and release agreement, including a general release of all claims, in a form prescribed by the Company (the "Release"), within 21 days (or, to the extent required by law, 45 days) following the termination date. For the avoidance of doubt, each Time Vesting Award shall remain outstanding and eligible to vest following the termination date and shall actually vest and become non-forfeitable upon the effectiveness of the Release. Any payments subject to Section 409A that are subject to execution of the Release which may be executed and/or revoked in a calendar year following the calendar year in which the payment event (such as termination of employment) occurs shall commence payment only in the calendar year in which the consideration period or, if applicable, release revocation period ends, as necessary to comply with Section 409A.

(c) Performance Awards. Any Parent equity compensation awards that are or remain subject to the achievement of performance conditions (i.e., other than continued service) as of the termination date (including any Performance-Vesting RSUs that have not yet been granted because the applicable performance goal has not yet been achieved) shall be forfeited and terminated without consideration therefor.

(d) Certain Definitions. For purposes of this Letter:

(i) "Cause" shall have the meaning set forth in the 2021 Plan.

(ii) "COBRA Period" shall mean the period beginning on the date of your Qualifying Termination and ending on the earlier of (x) the last day of the Severance Period and (y) the date on which you become eligible to receive benefits under a "group health plan" (within the meaning of Section 4980B of the Code) of a subsequent employer.

(iii) "Good Reason" shall mean the occurrence of any one or more of the following events without your prior written consent unless the Company fully corrects the circumstances constituting Good Reason (provided such circumstances are capable of correction): (1) a material reduction in your Base Salary, other than a reduction up to 10% in connection with an across-the-board reduction

affecting all similarly situated executives of the Company; (2) a material diminution of your title, authority, duties or responsibilities, excluding for this purpose any isolated, insubstantial or inadvertent actions not

taken in bad faith and which are remedied by the Company promptly after receipt of notice thereof given by you; (3) a relocation of your principal workplace (which may include your personal residence) by more than 35 miles; (4) a material breach by the Company or any of its affiliates of this Letter; or (5) a requirement that you report to any person other than the President or the Chief Executive Officer of the Company (other than temporarily or as required by applicable law). Notwithstanding the foregoing, you will not be deemed to have resigned your employment for Good Reason unless (x) you provide the Company with written notice setting forth in reasonable detail the facts and circumstances you claim to constitute Good Reason within 90 days after the date of the occurrence of any event that you know or should reasonably have known to constitute Good Reason; (y) the Company fails to cure such acts or omissions within 30 days following its receipt of such notice; and (z) the effective date of your resignation for Good Reason occurs no later than 60 days after the expiration of the Company's cure period.

(iv) "Qualifying Termination" shall mean a termination of your employment (1) by the Company without Cause (other than by reason of your death or disability) or (2) by you for Good Reason.

(v) "Time Vesting Awards" shall mean all outstanding Parent equity awards that vest solely on the passage of time that are held by you on the termination date (including, for clarity, (x) any then-unvested RSUs underlying the RSU Award and (y) any then-unvested Performance-Vesting RSUs (to the extent then-outstanding) that, as of the termination date, have satisfied the applicable performance goal (but which remain subject to time-based vesting conditions)).

(e) No Other Rights. Except as expressly provided in this Section 3(a), you shall not be entitled to any additional payments or benefits upon or in connection with your termination of employment.

4. Confidential Information and Invention Assignment Agreement. Like all Company employees, you will be required, as a condition of your employment with the Company, to sign the Company's standard Confidential Information and Invention Assignment Agreement (the "Confidentiality Agreement").

5. Employment Relationship. Your employment with the Company is for no specific period of time. Your employment with the Company will be "at will," meaning that either you or the Company may terminate your employment at any time and for any reason, with or without Cause. At-will employment also means that the Company may make decisions regarding other terms of employment at any time with or without advance notice or cause, including but not limited to demotion, discipline, promotion, transfer, compensation, and duties. Any contrary representations which may have been made to you are superseded by this offer. This is the full and complete agreement between you and the Company on this term. Although your job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the "at will" nature of your employment may only be changed in an express written agreement signed by you and Parent's Chief Executive Officer.

6. Outside Activities. While you render services to the Company, you agree that you will not engage in any other employment, or any consulting or other business activity that competes or causes a conflict of interest with the Company and/or the performance of your duties, without the written consent of the Company.

7. Indemnification. The Company will indemnify, defend, and hold you harmless to the fullest extent provided in the Company's Bylaws and other organizing documents, including the Certificate of Incorporation and any separate, written indemnification agreement entered into by and between you and the Company in the substantially the same form as provided to all other Company officers and directors.

8. Taxes, Withholding and Required Deductions. All forms of compensation referred to in this Letter are subject to all applicable taxes, withholding and any other deductions required by applicable law. You and the Company intend that any payments or benefits provided to you under this Letter or otherwise will comply with Section 409A of the Code and the Department of Treasury regulations and other guidance promulgated thereunder (“Section 409A”) to the extent not exempt therefrom. No amount that is deferred compensation subject to Section 409A of the Code shall be payable pursuant to this Letter unless your termination of employment constitutes a “separation from service” from the Company within the meaning of Section 409A. For purposes of Section 409A, your right to receive any installment payments under this Letter shall be treated as a right to receive a series of separate payments and, accordingly, each such installment payment shall at all times be considered a separate and distinct payment. Notwithstanding the foregoing, no compensation or benefits, including without limitation any severance payments or benefits described above, shall be paid to you during the six-month period following your “separation from service” from the Company if the Company determines that paying such amounts at the time or times indicated in this Letter would be a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code. If the payment of any such amounts is delayed as a result of the previous sentence, then on the first business day following the end of such six-month period (or such earlier date upon which such amount can be paid under Section 409A without resulting in a prohibited distribution, including as a result of your death), the Company shall pay you a lump-sum amount equal to the cumulative amount that would have otherwise been payable to you during such period.

9. Employee Handbook. Additionally, your acceptance of this offer of employment means that you understand and agree to familiarize yourself with and adhere to the Company policies and procedures which you will find in the Company Handbook.

10. No Tax Advice. You acknowledge and agree that you have consulted with any tax advisors that you deem advisable in connection with this Letter and the potential payments and other benefits specified herein and that you are not relying on the Company, Parent or any of their respective subsidiaries, affiliates, stockholders, directors, officers or employees, or any of their respective representatives, for tax advice.

11. Arbitration. Like all Company employees, you will be required, as a condition of your employment with the Company, to sign the Company’s Mutual Agreement to Arbitrate. Any disputes concerning your employment, the terms of your employment, the termination of your employment, your relationship with the Company, or the interpretation and application of this offer shall be resolved on an individual basis through binding arbitration in accordance with the Mutual Agreement to Arbitrate.

12. Governing Law. The validity, interpretation, construction and performance of this Letter, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of State of California, without giving effect to principles of conflicts of law.

13. Entire Agreement. This Letter, and the agreements referenced herein, set forth the entire agreement and understanding of the parties hereto relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

14. Counterparts. This Letter may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile or PDF (or other electronic) copy will have the same force and effect as execution of an original, and a facsimile or electronic signature will be deemed an original and valid signature.

15. Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents or notices related to this Letter, securities of the Company or any of its affiliates or any other matter, including documents and/or notices required to be delivered to you by applicable securities law or any other law by email or any other electronic means. You hereby consent to (i) conduct business electronically (ii) receive such documents and notices by such electronic delivery and (iii) sign documents electronically and agree to participate through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

If you wish to accept this offer, please sign and date and return to me. This offer is contingent upon (i) your ability to provide proper work authorization to be employed by the Company and (ii) receiving applicable background check results that meet standards based upon job duties and business necessity. Please note, given ongoing delays and closures with certain public institutions in light of the COVID pandemic, we may need to re-run your background check for certain jurisdictions once they are accessible. You will be notified at that time and will be provided with the applicable disclosures, and asked to provide consent to run your background check. You understand that your continued employment will be contingent upon receiving applicable background check results that meet standards based upon job duties and business necessity at that time. This means that if a potentially disqualifying record is revealed in the completed background check, the Company may terminate your employment in accordance with applicable law. This offer, if not accepted, will expire at the close of business on September 23, 2022.

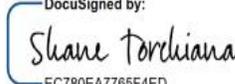
[Signature Page Follows]

Please indicate your acknowledgement of, and agreement to, the terms and conditions set forth in this Letter by signing and dating this Letter in the space provided below and returning the signed Letter to Brooke Tandy.

We very much look forward to having you join us.

Very truly yours,

BIRD RIDES, INC.

DocuSigned by:

EC780EA7765F4ED...
Shane Torchiana
President and Chief Executive Officer

ACCEPTED AND AGREED:

Ben Lu

DocuSigned by:

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9/21/2022

Anticipated Start Date: September 21, 2022

[Signature Page to Offer Letter]



EXHIBIT A

Grant of Performance-Vesting RSUs; General Vesting Schedule

Grant of RSUs. Performance-Vesting RSUs will be granted to you in two separate tranches as set forth in the table below (each, a “Tranche”), following the attainment of the applicable Price Per Share (as defined below) goals set forth in the following table (each, a “Price Per Share Goal” and, the date on which such Price Per Share Goal is attained (the “Vesting Commencement Date”)), in each case, subject to approval by the Board or a subcommittee thereof.

Price Per Share Goal (1)	Number of Granted Performance-Vesting RSUs
Price Per Share is greater than or equal to \$2.50 for any 10 Trading Days (as defined below), which may or may not be consecutive, within any 20 consecutive Trading Day period within the Performance Period	1,000,000
Price Per Share is greater than or equal to \$5.00 for any 10 Trading Days, which may or may not be consecutive, within any 20 consecutive Trading Day period within the Performance Period	500,000

(1) Upon a Change in Control during the Performance Period, the Price Per Share shall be the CIC Price (as defined below) and the Price Per Share Goal shall be measured without regard to the Trading Day period described in the table above.

For the avoidance of doubt, (i) each Price Per Share Goal may be achieved only once during the Performance Period and (ii) more than one Price Per Share Goal may be achieved on a particular date. For example, if the first Price Per Share Goal of \$2.50 per Share is satisfied on January 21, 2023, the Price Per Share thereafter drops below such level and again reaches \$2.50 per Share, then no additional Performance-Vesting RSUs shall be granted with respect to the achievement of such Price Per Share Goal a second time.

Service-Vesting Requirement. Each Performance-Vesting RSU granted to you with respect to a Tranche shall fully vest as to 1/6th of the total number of RSUs subject such Tranche on each quarterly anniversary of the applicable Vesting Commencement Date, such that all of the RSUs subject to such Tranche shall have fully vested as of the 18-month anniversary of such Vesting Commencement Date, subject to your continued employment with the Company or its affiliates through the applicable vesting date (and rounded down to the nearest whole RSU until the final vesting date).

Change in Control

If a Change in Control occurs during the Performance Period, and a Price Per Share Goal is first achieved based on the CIC Price, then any Performance-Vesting RSUs to which such Price Per Share Goal applies shall be granted (or, as determined by the Board or a subcommittee thereof in its sole discretion, shall be deemed granted) and shall be eligible to vest following such Change in Control subject to the satisfaction of the service-vesting condition set forth above. Notwithstanding the generality of the foregoing, in the event that a Price Per Share Goal was achieved prior to such Change in Control, no

additional Performance-Vesting RSUs shall be granted with respect to the achievement of such Price Per Share Goal in connection with such Change in Control.

Notwithstanding anything to the contrary contained herein or in the 2021 Plan (including Section 8.3 of the 2021 Plan), if, in connection with the occurrence of a Change in Control, if any Performance-Vesting RSUs have not or do not become granted due to failure to achieve the applicable Price Per Share Goal, then your right to the grant of such RSUs automatically will be forfeited and terminated without consideration therefor as of immediately prior to the consummation of such Change in Control.

Termination of Service

Upon your termination of employment for any reason, all Performance-Vesting RSUs that have not become granted as of the date of such termination of employment (because the applicable Price Per Share Goal has not yet been achieved) automatically will be forfeited and terminated without consideration therefor.

Definitions

“CIC Price” means the price per Share of Class A Common Stock (each such term as defined in the 2021 Plan) (or, in connection with a sale or other disposition of all or substantially all of the Parent’s assets, the implied price per Share of Class A Common Stock) paid by an acquiror in connection with such Change in Control or, to the extent that the consideration in the Change in Control transaction is paid in stock of the acquiror or its affiliate, then, unless otherwise determined by the Administrator (as defined in the 2021 Plan), the CIC Price shall mean the value of the consideration paid per Share based on the average of the closing trading prices of a share of such acquiror stock on the principal exchange on which such shares are then traded for each Trading Day during the five consecutive Trading Days ending on and including the date on which a Change in Control occurs. In the event the consideration in the Change in Control takes any other form, the value of such additional consideration shall be determined by the Administrator in its sole discretion.

“Performance Period” means the period beginning on (and including) the Start Date and ending on (and including) the five year anniversary of the Start Date.

“Price Per Share” means (i) the daily volume-weighted average sale price of one Share quoted on the New York Stock Exchange (or the exchange on which the Shares are then listed); or (ii) if a Change in Control is consummated during the Performance Period, the CIC Price.

“Trading Day” means any day on which Shares are actually traded on the principal securities exchange or securities market on which Shares are then traded.

Bird Rides, Inc.

September 21, 2022

William Scott Rushforth

Re: Separation and Release Agreement

Dear Scott:

You and Bird Rides, Inc. (the “**Company**”) have mutually decided to end your employment relationship, effective as of September 21, 2022 (the “**Separation Date**”). This change shall be reflected in your personnel records with mutual separation as the reason for termination. Effective as of the Separation Date, your employment with the Company and all of its affiliates shall terminate, you shall cease to hold any and all offices and directorships with the Company and its affiliates, except to the extent required under applicable law or reasonably requested by the Company with respect to Shanghai Bird Trading Co., Ltd. and its parent, Bird China Limited; it being understood that the Company will use reasonable commercial efforts to remove you as an officer and/or director of such entities as soon as reasonably possible and, in any event, within six months after the Separation Date. For the avoidance of doubt, unless otherwise stated below, any terms or conditions of employment referenced in that certain Offer Letter, dated as of August 9, 2017, by and between you and the Company (as amended, the “**Offer Letter**”) shall terminate and neither you nor the Company shall have any further rights or obligations thereunder.

This Separation and Release Agreement between you and the Company (this “**Agreement**”) acknowledges the termination of your employment with the Company and its affiliates, and sets forth the terms and conditions of such termination. Notwithstanding the foregoing, nothing herein shall terminate or abridge the parties’ rights and/or obligations under the CIIAA (as defined below) and any other restrictive covenants that you were subject to while an employee or other service provider of the Company (together with Sections 10 and 11, below, the “**Restrictions**”), each of which, subject to the terms and conditions thereof, shall survive the termination of your employment with the Company and its affiliates, and shall remain in full force and effect. For purposes of this Agreement, references to “affiliates” herein shall include, but shall not be limited to, Bird Global, Inc. (“**Parent**”).

1. Payment.

(a) The Company will pay to you (i) all accrued and unpaid base salary, and all days of accrued and unused paid time off, if any, due and payable through the Separation Date, and (ii) any unreimbursed business expenses incurred by you, in accordance with Company policy, prior to the Separation Date, in each case regardless of whether you sign this Agreement. You shall be entitled to retain or receive any vested amounts due to you under any employee benefit plan, program or policy of the Company, in any case pursuant to and in accordance with the terms and conditions of the applicable plan, program or policy.

(b) In consideration of, subject to and conditioned upon, (x) your execution within seven (7) days following the Separation Date of this Agreement, and (y) your continued

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compliance with the terms and conditions set forth herein (including, without limitation, the Restrictions), the Company will pay or provide you with the following benefits, which the Company is not otherwise obligated to provide:

(i) you will receive the benefits as provided under the Advisor Agreement between you and the Company, dated as of the Separation Date, attached hereto as an Addendum to this Agreement (the “**Advisor Agreement**”); and

(ii) with respect to any option Award (as defined in the Advisor Agreement), subject to approval by Parent’s board of directors, you will have until the earlier of five (5) years from your Separation Date or the maximum expiration of the option to exercise any such option.

(c) Effective as of the Separation Date, except as specifically provided herein and/or in the Advisor Agreement, any then-outstanding awards of options, restricted shares or restricted stock units covering Parent’s common stock previously awarded to you and which have not vested as of the Separation Date in accordance with the terms of the applicable Parent plan documents and agreements (including, without limitation, the performance-based award of Parent restricted stock units granted to you under the 2021 Plan (as defined in the Advisor Agreement) on November 4, 2021 (the “**Performance-Based RSUs**”)) shall thereupon cease vesting as to any unvested shares and shall be forfeited, and you shall have no further right, title or interest in any of them.

Assuming payment of the amounts set forth in clause (a) of Section 1 above, you hereby acknowledge and agree that you have been paid all wages owed to you by the Company as of the Separation Date. Except for the amounts set forth in clause (a) of this Section 1 above, and the separation benefits referenced in clause (b) of this Section 1, you hereby acknowledge and agree that you are not entitled to any other payment or benefit from the Company or any of its affiliates in connection with your employment by the Company, including, but not limited to, salary, bonus, vacation pay, expense reimbursement, profit sharing, commissions, severance, equity and all other payments, compensation or reimbursements of any kind.

2. Tax Liability and Indemnification. The Company will pay the separation benefits referenced in clause (b) of Section 1 above less applicable deductions and withholding taxes to the extent required by applicable law. The Company makes no representation as to your tax liability with respect to the separation benefits referenced in clause (b) of Section 1 above. Each of you and the Company shall be responsible for its own tax liability, including, but not limited to, any additional taxes, deductions, penalties and interest, as required by applicable laws and regulations. If a court or agency of appropriate jurisdiction finds that you have an additional tax liability with respect any of the separation benefits referenced in clause (b) of Section 1 above, you agree to defend, indemnify and hold harmless the Company and all other Releasees (as defined below) from and against any assessments, penalties, interest and expenses incurred in this regard. The Company shall notify you of any demand or action initiated against it for any such claim. As to any Proceeding brought by someone other than the Company against you and that arises out of your relationship with Shanghai Bird Trading Co., Ltd., the Company shall indemnify you against all Indemnifiable Losses arising out of that Proceeding, except to the extent that you negligently or intentionally caused those Indemnifiable Losses; provided that you shall (a) promptly notify the

Company in writing of any such Proceeding (email to birdlegal@bird.co being sufficient), (b) allow the Company, at its own expense, to direct the defense of such Proceeding, (c) give the Company all information and assistance reasonably necessary to defend such Proceeding, and (d) not enter into any settlement of any such Proceeding without the Company's prior written consent. For purposes of the preceding, the following definitions apply: (1) "**Indemnifiable Losses**" means the aggregate of Losses and Litigation Expenses; (2) "**Litigation Expense**" means any out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements; (3) "**Loss**" means any amount awarded in, or paid in settlement of, any Proceeding, including any interest but excluding any Litigation Expenses; and (4) "**Proceeding**" means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding.

3. **Continuation of Medical Benefits.** At your option, you may continue to be covered under the Company's group medical insurance plan for up to eighteen (18) months after your Separation Date, subject to the terms and conditions of the federal law known as the Consolidated Omnibus Budget Reconciliation Act ("**COBRA**") provided you have timely and properly elected COBRA coverage in accordance with the Company's COBRA election procedures, notice of which shall be sent to you under separate cover.

4. **[Reserved]**.

5. **Release.** With the exception of the obligations undertaken by the Company pursuant to this Agreement, on behalf of yourself and your executors, heirs, representatives and assigns, you hereby release and forever discharge the Company and its investors, predecessors, successors, assigns and their respective parent corporations, affiliates, related and/or subsidiary entities, and all of their past and present directors, officers, shareholders, general or limited partners, employees, agents, and attorneys, and agents and representatives of such entities, and employee benefit plans in which you are or have been a participant by virtue of your employment with the Company (collectively, "**Releasees**"), from any and all claims, debts, demands, accounts, judgments, rights, causes of action, equitable relief, damages, costs, charges, complaints, obligations, promises, agreements, controversies, suits, expenses, compensation, responsibility and liability of every kind and character whatsoever (including attorneys' fees and costs), whether in law or equity, known or unknown, asserted or unasserted, suspected or unsuspected (collectively, "**Claims**"), which you have or may have had against any of the Releasees based on any events or circumstances arising or occurring on or prior to the date on which you sign this Agreement. This release includes, without limitation, any and all claims arising, directly or indirectly, out of your employment by the Company or the separation thereof, and any and all claims arising under or related to federal, state, or local laws relating to employment, including, but not limited to, any and all claims for wrongful discharge or demotion, breach of express or implied contract, breach of the implied covenant of good faith and fair dealing, inducement of breach, termination in violation of public policy, retaliation, fraud, intentional or negligent misrepresentation, defamation, conspiracy, intentional or negligent infliction of emotional distress, failure to pay or provide wages, salary, bonuses, vacation pay, expense reimbursement, profit sharing, commissions, equity awards, severance pay, benefits, or other payments, compensation or reimbursements of any sort, negligence, violation of federal or state constitutional rights, discrimination or harassment on the basis of race color sex religion national origin age

ancestry, marital status, family status, sexual orientation, physical disability, mental disability, medical condition, or other protected status, and/or any statutes, rules, regulations or ordinances, whether federal, state or local, including, but not limited to, any and all claims arising under or related to Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Fair Labor Standards Act, the Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), federal and state Worker Adjustment and Retraining Notification Act (WARN), the Employee Retirement Income Security Act, the Family and Medical Leave Act, the California Fair Employment and Housing Act, the California Family Rights Act, claims for wages under the California Labor Code, and any and all similar federal, state or local statutes, ordinances, and regulations. This provision is intended by the parties hereto to be all encompassing and to act as a full and total release of any Claim, except for those Claims that cannot be released by private agreement, whether specifically enumerated herein or not, that you might have or have had, that exist or ever have existed, on or prior to the date on which you sign this Agreement. You further agree that this release may be pleaded as a complete bar to any action or suit before any court or administrative body. Notwithstanding the generality of the foregoing, you do not release the following claims and rights:

(a) Claims for workers' compensation or unemployment compensation or any state disability insurance benefits pursuant to the terms of applicable state law (provided, however, that you hereby represent that you have not sustained a work-related injury or illness that you have not previously reported to the Company);

(b) Claims to continued participation in certain of the Company's group benefit plans pursuant to the terms and conditions of COBRA;

(c) Claims to any benefit entitlements vested as of the Separation Date, pursuant to and in accordance with the terms and conditions of the applicable Company employee benefit plan, program or policy (e.g. 401k);

(d) Claims to indemnification as provided by California Labor Code section 2802 (provided, however, that you agree and acknowledge that you have conducted an investigation and are unaware of any basis for seeking indemnification from the Company); and

(e) Claims, including claims for indemnification and/or reimbursements of expenses, arising under any indemnification agreement between you and the Company or any of its affiliates or under the certificate of incorporation or other similar governing document of the Company or any of its affiliates.

In addition, you do not release any rights that may not be waived by an employee under applicable law or with respect to your right to communicate directly with, cooperate with, or provide information (including trade secrets) in confidence to, any Government Agency (as defined below), including the rights specifically set forth in Section 15 below. Except as specifically set forth in Section 15 below, you understand and agree that you may not recover any monetary benefits in connection with any such proceeding.

YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED OF AND ARE FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

BEING AWARE OF SAID CODE SECTION, YOU HEREBY EXPRESSLY WAIVE ANY RIGHTS YOU MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

6. **[Reserved]**.

7. **Employee Representations**. You hereby represent, warrant and covenant that (a) you have not assigned or otherwise transferred any interest in any Claim that you may have against any of the Releasees, nor will you make any such assignment or transfer in the future, and you hereby agree to indemnify, defend and hold harmless each of the Releasees against any Claim or any damage, cost or expense incurred by any of them as the result of any such assignment or transfer, and (b) you have not initiated any adversarial proceedings of any kind against any of the Releasees, nor will you do so in the future, except as specifically permitted by this Agreement. You agree that, if you hereafter commence any action or proceeding arising out of, based upon, or relating to any of the Claims released hereunder or in any manner assert against any of the Releasees any of the Claims released hereunder, then you agree to pay to each Releasee, in addition to any other damage, cost or expense caused to Releasees thereby, all attorneys' fees incurred by Releasees in defending or otherwise responding to such action, proceeding or Claim.

8. **No Admission of Liability or Wrongdoing**. You acknowledge and agree that this Agreement is not intended to imply any improper, illegal or wrongful conduct on the part of the Company in connection with your employment by the Company or the termination of such employment, and it does not constitute evidence of the same. You acknowledge and agree that no portion of this Agreement may be construed as an admission of any liability, responsibility, wrongful or negligent conduct, or bad faith or other wrongdoing by any of the Releasees. You also acknowledge and agree that this Agreement is being provided to you for settlement purposes only and will be without prejudice to the Company in any action or proceeding brought by you against the Company.

9. **Neutral References**. The Company will provide your prospective employers with neutral references limited to your dates of employment and job titles.

10. **Non-Disparagement; Non-Solicitation**.

(a) You will not make any negative, disparaging or derogatory public statement concerning the financial performance, operations, products, research, services, employment practices, board or management personnel of the Company or any of its affiliates or subsidiaries,

or your employment; and

(b) You agree that, from the Separation Date until the one-year anniversary of the Separation Date, you will not, without the prior written consent of the Company (pursuant to a writing approved by the Company's Board of Directors), directly or indirectly solicit or encourage any employee of the Company or its affiliates to leave employment with the Company. Nothing contained in this Section 10(b) shall restrict you from conducting any general advertisement or solicitation (or any hiring pursuant to such advertisement or solicitation) for employees that is not targeted at any employee of the Company, including, without limitation, through the use of employment agencies.

11. Confidentiality of Agreement; Protection of Confidential Information and Trade Secrets.

(a) You acknowledge your continuing obligations under your Confidential Information and Invention Assignment Agreement that you previously executed with the Company (the "CIIAA"), which remains in full force and effect in accordance with its terms. You further agree that you shall not directly or indirectly disclose, divulge, furnish, use, publish, disseminate or make accessible to any person or entity any Confidential Information (as defined below) relating to the business of the Company. The term "**Confidential Information**" shall mean any information or material which is protected against disclosure as a trade secret pursuant to any federal or state statute or applicable common law, and any information or material which is confidential, secret, proprietary or otherwise not generally known to the public or the industry in which the Company has conducted its business and pertains directly or indirectly to the business activities or services of the Company, its clients, customers or constituents. For purposes of this Agreement, Confidential Information includes, but is not limited to, methods, processes, procedures, business or strategic plans, customer lists, employee or other personnel data, and financial records. All information which is presently or hereafter generally known to the public or the industry in which the Company has conducted its business, other than as a result of a disclosure by you, shall not be considered to be Confidential Information for purposes of this Agreement. This confidentiality provision is in addition to and does not limit or impair the scope or effect of any other confidentiality agreement, including, without limitation your CIIAA.

(b) You acknowledge that it is a criminal offense subject to both criminal and civil penalties if you knowingly and without permission access, alter, damage, delete, destroy, copy, use data, use services, deny services, introduce contaminants, or the like to any systems owned or used by the Company or any of the other Releasees. This includes knowingly and without permission assisting or providing a means of access to any person or entity.

12. Return of Property. You hereby agree that, on or prior to the Separation Date, you will return all property of the Company that is in your possession, including, but not limited to, any security access cards, card decals to the parking lot, keys, file storage devices, work files, memoranda, notes and other documents made or compiled by you; provided, however that (i) you may keep your Company-issued laptop after the Company has determined, in its reasonable discretion, that such laptop has been wiped and cleared of all Company information; and (ii) you may continue to use and take transfer of the ownership of the utility van (Make: DODGE; Model: Cargo Van; VIN #3C6TRVDG8EE108783). Except as specifically provided herein, you represent and warrant that you have not retained copies of any Confidential Information in any form whatsoever.

13. Assumption of Risk; Voluntary Execution. You acknowledge and represent that you have read this Agreement in its entirety, and you understand all of its terms and ramifications and that this is a binding contract upon you. You acknowledge and represent that you have been given the opportunity to select legal counsel of your own choosing with respect to this proposed Agreement. You acknowledge that you understand and agree that in entering into this Agreement, you have not relied on any statement, representation, warranty or promise by the Company or any of its representatives or attorneys not specifically set forth herein, and should you be mistaken in your belief with regard to some issue of fact or law regarding the matters herein released or agreed to, you specifically and expressly agree to assume the risk of such mistake, if any exists. You further acknowledge and represent that you have not been subject to coercion in any manner in connection with your execution of this Agreement, and that your execution hereof is voluntary and with full knowledge and understanding of its terms and ramifications.

14. Disputes; Governing Law. You and the Company agree that any claim, litigation or dispute regarding enforcement of this Agreement, or any other action brought with respect to this Agreement (collectively, a “**Dispute**”), will be resolved by binding arbitration in accordance with the Mutual Agreement to Arbitrate that you previously executed (the “**MAA**”). Any question as to whether a Dispute is subject to the preceding arbitration clause will itself be resolved through arbitration. However, nothing herein precludes the Company from seeking injunctive relief in aid of arbitration under circumstances requiring such relief. In the event of any Dispute, the prevailing party shall recover its reasonable attorney’s fees and costs. Violation of any term or condition of this Agreement constitutes a material breach. This Agreement shall be construed and enforced pursuant to the laws of the State of California, without regard to any principles of conflicts of law.

15. Exceptions. Notwithstanding anything in this Agreement to the contrary, nothing contained in this Agreement shall prohibit either party hereto (or either party’s attorney(s)) from (a) filing a charge with, reporting possible violations of federal law or regulation to, participating in any investigation by, or cooperating with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the U.S. Securities and Exchange Commission, the Financial Industry Regulatory Authority, the U.S. Commodity Futures Trading Commission, the U.S. Department of Justice or any other securities regulatory agency, self-regulatory authority or federal, state or local regulatory authority (collectively, “**Government Agencies**”), or making other disclosures that are protected under the whistleblower provisions of applicable law or regulation, (b) communicating directly with, cooperating with, or providing information (including trade secrets) in confidence to any Government Agencies for the purpose of reporting or investigating a suspected violation of law, or from providing such information to such party’s attorney(s) or in a sealed complaint or other document filed in a lawsuit or other governmental proceeding, and/or (c) receiving an award for information provided to any Government Agency. Pursuant to 18 USC Section 1833(b), you acknowledge that (i) you will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (B) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal, and (ii) if you file a lawsuit for retaliation by the Company or its affiliates for reporting a suspected violation of law, you may disclose the trade secret to your attorney and use the trade secret information in the court proceeding, if you file any document containing the trade secret under seal and do not

court proceeding, if you file any document containing the trade secret under seal and do not

disclose the trade secret, except pursuant to court order. Further, nothing in this Agreement is intended to or shall preclude either party from providing truthful testimony in response to a valid subpoena, court order, regulatory request or other judicial, administrative or legal process or otherwise as required by law. If you are required to provide testimony, then unless otherwise directed or requested by a Governmental Agency or law enforcement, you shall notify the Company in writing as promptly as practicable after receiving any such request of the anticipated testimony and at least ten (10) days prior to providing such testimony (or, if such notice is not possible under the circumstances, with as much prior notice as is possible) to afford the Company a reasonable opportunity to challenge the subpoena, court order or similar legal process. Further, nothing in this Agreement prevents you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

16. Ongoing Cooperation. Subject to Section 15, you agree that you will assist and cooperate with the Company and its affiliates (a) concerning reasonable requests for information about the business of the Company or its affiliates or your involvement and participation therein, (b) in connection with the defense, prosecution or investigation of any claims, actions or proceedings now in existence or which may be brought in the future against or on behalf of the Company or its affiliates, including any proceeding before any arbitral, administrative, judicial, legislative, or other body or agency, including testifying in any proceeding, and (c) in connection with any investigation or review by any Government Agency, in each case of clause (b) and (c) to the extent related to services performed or required to be performed by you, pertinent knowledge possessed by you, or any act or omission by you. Your full cooperation shall include, but not be limited to, being available to meet and speak with officers or employees of the Company, its affiliates and/or their counsel at reasonable times and locations, executing accurate and truthful documents, appearing at the Company's request as a witness at depositions, trials or other proceedings without the necessity of a subpoena, and taking such other actions as may reasonably be requested by the Company and/or its counsel to effectuate the foregoing. In requesting such services, the Company will consider other commitments that you may have at the time of the request.

17. Code Section 409A.

(a) To the extent applicable, this Agreement and the Advisor Agreement shall be interpreted in accordance with Section 409A of the Internal Revenue Code of 1986, as amended, and Department of Treasury regulations and other interpretive guidance issued thereunder, including, without limitation, any such regulations or other such guidance that may be issued (collectively, "**Section 409A**"). Notwithstanding any provision of this Agreement to the contrary, in the event that the Company determines that any compensation or benefits payable under this Agreement may be subject to Section 409A, the Company may adopt such amendments to this Agreement or adopt other policies or procedures (including amendments, policies and procedures with retroactive effect), or take any other actions that the Company determines are necessary or appropriate to preserve the intended tax treatment of the compensation and benefits payable hereunder, including, without limitation, actions intended to (i) exempt the compensation and benefits payable under this Agreement from Section 409A, and/or (ii) comply with the requirements of Section 409A; provided, however, that this Section 17 does not, and shall not be

construed so as to, create any obligation on the part of the Company to adopt any such amendments, policies or procedures or to take any other such actions. In no event shall the Company, its affiliates or any of their respective officers, directors or advisors be liable for any taxes, interest or penalties imposed under Section 409A or any corresponding provision of state or local law.

(b) Any right under this Agreement to a series of installment payments shall be treated as a right to a series of separate payments. Any payments subject to Section 409A that are subject to execution of a waiver and release that may be executed and/or revoked in a calendar year following the calendar year in which the payment event (such as termination of employment) occurs shall commence payment only in the calendar year in which the consideration period or, if applicable, release revocation period ends, as necessary to comply with Section 409A. All payments of nonqualified deferred compensation subject to Section 409A to be made upon a termination of employment under this Agreement may only be made upon your "separation from service" (within the meaning of Section 409A).

(c) Notwithstanding anything to the contrary in this Agreement, no compensation or benefits shall be paid to you during the six-month period following your "separation from service" with the Company (within the meaning of Section 409A) if the Company determines that paying such amounts at the time or times indicated in this Agreement would be a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code. If the payment of any such amounts is delayed as a result of the previous sentence, then on the first business day following the end of such six-month period (or such earlier date upon which such amount can be paid under Section 409A without resulting in a prohibited distribution, including as a result of death), the Company shall pay you a lump-sum amount equal to the cumulative amount that would have otherwise been payable to you during such period without interest thereon.

18. Miscellaneous. The provisions of this Agreement are severable, and a finding of invalidity or unenforceability of any one or more of its provisions shall not affect the validity and enforceability of the other provisions. If any provision of this Agreement is found invalid, unenforceable, or otherwise contrary to law, it and any related provisions shall be interpreted to best accomplish the unenforceable provision's essential purpose, and all other provisions hereof shall continue in full force. This Agreement is binding upon and shall inure to the benefit of, and be enforceable by and against you and the Company, and the parties' respective predecessors, successors (including any successor to the Company in any merger or consolidation), devisees, heirs, executors, affiliates, and past or present representatives, assigns, officers, directors, agents and employees. This Agreement shall be construed without regard to the drafter of this Agreement and shall be construed as though all parties hereto participated equally in the drafting of this Agreement. You and the Company agree that this Agreement, the CIIAA (and any other Restrictions), the MAA and the Advisor Agreement together constitute an integrated document that represents the full and entire agreement between the parties hereto with respect to the termination of your employment, and together they supersede any and all prior written or oral agreements, discussions or other communications between you and the Company with respect to that subject (including, without limitation, the Offer Letter). The terms of this Agreement cannot be changed or modified in any respect except in writing signed by both parties hereto. The failure of one party to enforce any of the provisions of this Agreement, or the failure to require at any time the performance of the other party of any of the provisions of this Agreement will in no way

be construed to be a present or future waiver of such provision (or any other provision), nor in any way affect the ability of a party to enforce each and every provision thereafter. This Agreement does not create an agency, partnership or joint venture. The headings and titles of the provisions of this Agreement are inserted for convenience of the parties only and shall not affect the construction or interpretation of any provision hereof. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together constitute one agreement. Signatures delivered via electronic delivery (e.g., PDF or DocuSign) shall be deemed original signatures. **By signing this Agreement, you acknowledge that you have carefully read and fully understand it and are signing it voluntarily.**

If you agree to the terms and conditions set forth in this Agreement, please sign a copy hereof where indicated below, and return it to the undersigned.

Sincerely yours,
Bird Rides, Inc.



By: Shane Torchiana
Title: President and Chief Executive Officer

William Scott Rushforth

By: William Scott Rushforth

Date: 09 / 21 / 2022

Addendum to Separation and Release Agreement

Bird Rides, Inc.

September 21, 2022

William Scott Rushforth

Re: Advisor Agreement

Dear Scott:

This Advisor Agreement (“**Advisor Agreement**”) confirms your transition from an employee of Bird Rides, Inc. (the “**Company**”) to an advisor of the Company. Effective as of close of business on September 21, 2022 (the “**Separation Date**”), you will cease to be an employee of the Company and, upon your execution of the Separation and Release Agreement dated the Separation Date (“**Separation Agreement**”), you will become an advisor to the Company effective as of September 22, 2022 through September 21, 2023, unless earlier terminated in accordance with the terms of this Advisor Agreement (such period, the “**Consulting Period**”). The terms of the termination of your employment with the Company are set forth in the Separation Agreement.

As an advisor to the Company, your role and responsibilities generally will be to provide consultation, assistance, guidance and feedback on matters relating to the Company’s technology, engineering, vehicle and supply chain strategy and efforts, and as otherwise reasonably requested by the Company; it being understood that you will make yourself available to the Company and its personnel for a minimum of 20 hours per month. Your specific duties, responsibilities, and obligations as an advisor will be determined in the reasonable discretion of the Company and may be subject to change without notice during the course of your advisor relationship with the Company.

Any services you perform for the Company or any of its affiliates shall be as an independent contractor and not as an employee of the Company or any of its affiliates. You will not be eligible for any Company health insurance (except to the extent offered pursuant to the COBRA Premiums, as set forth below), workers’ compensation or other benefits. You will be solely responsible for all taxes, withholdings, and other similar statutory obligations, including, but not limited to, workers’ compensation insurance. For purposes of this Advisor Agreement, references to “affiliates” herein shall include, but shall not be limited to, Bird Global, Inc. (“**Parent**”).

As consideration for your services under this Advisor Agreement, you will be eligible for the following compensation:

- (i) a payment in the aggregate amount of \$400,000 (the “**Advisor Payment**”), payable in two equal installments over the Consulting Period as follows: (A) the first installment shall be payable on October 1, 2022, and (B) the second installment shall be payable on the six-month anniversary of the Separation Date; it being understood that (1) in the event that any payment is not received by you on or before the due date, you will provide the Company with written notice of non-payment and an opportunity to cure within five (5) business days after the date of receipt of such notice; and (2) interest on the outstanding amount

business days after the date of receipt of such notice, and (z) interest on the outstanding amount

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hereunder shall accrue at a rate equal to 10% per annum from the due date of the applicable installment until payment;

(ii) Assuming you timely and properly elect continuation of healthcare coverage under Consolidated Omnibus Budget Reconciliation Act (“**COBRA**”), the Company will pay or reimburse the premiums for COBRA for the health care coverage you have elected as of the Separation Date (“**COBRA Premiums**”) until the date on which the Consulting Period ends or, if earlier, until the date on which you are employed on a full-time basis by a new employer, at which time such COBRA Premium payments shall cease. After the expiration of such number of months of Company-paid COBRA Premiums, or once you are employed on a full-time basis by a new employer, you shall be responsible for the payment of such COBRA Premiums. You agree to provide notice to the Company within two days of starting your new employment. Notwithstanding the foregoing, (A) if any plan pursuant to which such benefits are provided is not, or ceases prior to the expiration of the continuation coverage period (or the remaining portion thereof) to be, exempt from the application of Section 409A (as defined in the Separation Agreement) under Treasury Regulation Section 1.409A-1(a)(5), or (B) the Company is otherwise unable to continue to cover you under its group health plans without incurring penalties (including, without limitation, pursuant to Section 2718 of the Public Health Service Act or the Patient Protection and Affordable Care Act), then, in either case, an amount equal to each remaining Company-paid COBRA Premium shall thereafter be paid to you in substantially equal monthly installments over the continuation coverage period (or the remaining portion thereof).

(iii) With respect to the equity or equity-based awards covering shares of Parent’s common stock held by you as of the Separation Date set forth on Exhibit A hereto (other than, for clarity, the Performance-Based Award (as defined in the Separation Agreement)) (collectively, the “**Awards**”), it is understood and agreed that your transition to an advisor position with the Company as set forth in this Advisor Agreement does not interrupt your continued status as a Service Provider (as defined in the Bird Global, Inc. 2021 Equity Incentive Plan (the “**2021 Plan**”) or Continuous Service Status (as defined in Parent’s Amended and Restated 2017 Stock Plan (the “**2017 Plan**” and, together with the 2021 Plan, the “**Equity Plans**”)), as applicable, and the Awards will continue to vest and, as applicable, become exercisable during the Consulting Period in accordance with the terms of the applicable Equity Plan and Award agreements (subject to your continued service, rather than continued employment, which shall be deemed to be uninterrupted). This Advisor Agreement shall not be construed as giving rise to any right, title or interest in, continued vesting of, or any right to receive, any additional equity securities of the Company or Parent (including with respect to any other options, shares, restricted stock units, or other rights that have been issued to you but which remain unvested as of the Separation Date).

You may terminate this Advisor Agreement (and accordingly, the advisor relationship described herein) for any reason or no reason upon 10 days’ written notice to the Company. The Company may terminate this Advisor Agreement prior to September 21, 2023 upon written notice to you, but only for (1) revocation of, or non-compliance with any of the terms and conditions of, this Advisor Agreement and/or the Separation Agreement, (2) Cause (as defined in the 2021 Plan) or (3) your breach of any of the Restrictions (as defined in the Separation Agreement), including (without limitation) the Company’s reasonable determination that any business relationship maintained by you

during the course of the Consulting Period gives rise to the appearance of or an actual conflict with the Company's business interests including, for example, by your accepting employment with a competitor of the Company in the micromobility industry. If you terminate this Advisor Agreement or the Company terminates this Advisor Agreement for any of the foregoing reasons, all outstanding Awards held by you as of the Advisor Agreement termination date shall thereupon be cancelled and forfeited for no consideration pursuant to the terms of the applicable Equity Plan documents and Award agreements, and you will forfeit any then-unpaid Advisor Payments and/or COBRA Premium payments.

If the Company terminates this Advisor Agreement without Cause (as defined in the 2021 Plan): (a) the Company shall pay to you any portion of the Advisor Payment that remains then-unpaid in a single lump-sum payment within thirty (30) days following the date of such termination, and you will continue to be eligible to receive any COBRA Premium payments in accordance with subclause (ii) above; and (b) if such termination occurs following a Change in Control (as defined in the 2021 Plan), all Awards held by you as of such termination that vest based solely on the passage of time and that would have vested and, as applicable, become exercisable during the Consulting Period pursuant to subclause (iii) above shall be accelerated and become vested and, as applicable, exercisable as of the date of such termination with respect to such shares (and any remaining portion of the Awards shall be forfeited and you shall have no further right, title or interest in any of them).

You represent that this Advisor Agreement does not, in any way, conflict with any other agreement and/or commitment on your part that would prohibit you from performing your responsibilities hereunder.

By signing and delivering this Advisor Agreement, you agree to all of the terms of the attached Exhibit B, which includes your agreement not to disclose confidential or proprietary information that we may provide to you, and your agreement that all inventions, improvements and other contributions to the Company's intellectual property that you make in connection with your role as an advisor to the Company will be the property of the Company, as further described on Exhibit B. For the avoidance of doubt, nothing herein shall be deemed to amend or supersede the CIIAA (as defined in the Separation Agreement), including any and all post-employment obligations of either party thereunder.

You and the Company agree that any claim, litigation or dispute regarding enforcement of this Advisor Agreement, or any other action brought with respect to this Advisor Agreement (collectively, a "**Dispute**"), will be resolved by binding arbitration in accordance with the MAA (as defined in the Separation Agreement). Any question as to whether a Dispute is subject to the preceding arbitration clause will itself be resolved through arbitration. However, nothing herein precludes the Company from seeking injunctive relief in aid of arbitration under circumstances requiring such relief. In the event of any Dispute, the prevailing party shall recover its reasonable attorney's fees and costs. Violation of any term or condition of this Advisor Agreement constitutes a material breach. This Advisor Agreement shall be construed and enforced pursuant to the laws of the State of California, without regard to any principles of conflicts of law.

This Advisor Agreement, together with the Separation Agreement, CIIAA, MAA and any Award agreements, constitutes the complete, final and exclusive entire agreement between you and the Company with respect to the terms and conditions of your advisor relationship with the Company and it supersedes any other agreement or promises made to you by anyone whether oral or written.

This Advisor Agreement is binding upon and shall inure to the benefit of, and be enforceable by and against you and the Company, and the parties' respective predecessors, successors (including any successor to the Company in any merger or consolidation), devisees, heirs, executors, affiliates, and past or present representatives, assigns, officers, directors, agents and employees.

We hope you accept our offer and we look forward to a productive and mutually beneficial working relationship. Please do not hesitate to call me with any questions.

Sincerely yours,
Bird Rides, Inc.



By: Shane Torchiana
Title: President and Chief Executive Officer

I accept the offer to become an advisor of Bird Rides, Inc. and the terms and conditions of this Advisor Agreement.

William Scott Rushforth

By: William Scott Rushforth

Date: 09 / 21 / 2022

Exhibit A
(to Advisor Agreement)

Outstanding Equity Awards

Grant Number	Grant Date	Exercise Price	Number of Shares or Units (as of Grant Date)	Number of Shares Exercised (as of Separation Date)	Number of Shares or Units Vested and Unexercised (as of the Separation Date)	Number of Shares or Units Unvested and Unexercised (as of the Separation Date)	Performance-Based RSUs
ES0008	9/21/2017	0.10	495,029	56,272	438,757	0	
ES2916	3/19/2020	0.16	119,110	0	0	119,110	
ES2917	3/19/2020	0.16	320,678	0	284,029	36,649	
ES4450	3/19/2020	0.16	97,918	0	97,918	0	
ES4453	3/19/2020	0.16	148,550	0	148,550	0	
ES8050	11/4/2021	0	1,000,000	0	187,500*	812,500	
ES8051	11/9/2021	0	1,500,000	0	0	1,500,000	Yes
ES8193	2/22/2022	0	104,477	0	52,238*	52,239	
IS4461	3/19/2020	0.16	12,044	0	20	12,024	
IS4462	3/19/2020	0.16	180,274	0	164,251	16,023	
RS1593	11/9/2021	0	52,426	0	0	52,426	
RS1594	11/9/2021	0	51,173	0	0	51,173	
RS1595	11/9/2021	0	28,678	0	0	28,678	
RS1596	11/9/2021	0	22,378	0	0	22,378	
			4,132,735	56,272	1,373,263	2,703,200	

* Settled/ released.

Exhibit B
(to Advisor Agreement)

1. **Confidential Information.** “**Confidential Information**” means any Company proprietary information, trade secrets, or know-how (including, but not limited to, patents, patent applications, research, product plans, products, services, customers, shareholders, employees, independent contractors, contingent workers, partners, business plans, executive summaries, software, developments, inventions, processes, formulas, technology, technical data and information, designs, drawings, and business information) and any improvements thereon disclosed to me (or to which access is provided to me) by the Company either directly or indirectly in writing, orally or by drawings or observation, and which should be reasonably understood to be the confidential or proprietary information of the Company.

2. **Exclusions.** “**Confidential Information**” does not include any information that I can demonstrate by my written records: (i) was known to me prior to its disclosure to me by Company; (ii) is or becomes publicly known through no wrongful act or omission on my part; (iii) has been rightfully received by me from a third party authorized to make such disclosure to me without restriction; (iv) is independently developed by me; or (v) has been approved for release by the Company’s prior written authorization. Furthermore, disclosure by me of Confidential Information pursuant to a court order or as otherwise required by law will not be a breach of this Agreement if I first provide prompt advance notice thereof to enable the Company to seek a protective order or otherwise prevent such disclosure.

3. **Preservation of Confidentiality.** I hereby agree that I shall not use or disclose any Confidential Information received from the Company other than for the benefit of the Company in my capacity as an advisor to the Company or as otherwise expressly authorized in writing by an authorized agent or officer of the Company. I will use the same degree of care to protect the Company’s Confidential Information as I use to protect my own confidential information, but in no circumstances less than reasonable care. Upon termination of the Advisor Agreement, or otherwise upon the Company’s request, I agree to return to the Company any Company property I may have in my possession (including, without limitation, all Confidential Information).

4. **Inventions.** I hereby agree that, during the period that I serve as an advisor to the Company, all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets (collectively, “**Inventions**”) that I conceive, make, improve or discover, solely or in collaboration with others in connection with my service as an advisor to the Company and which are principally related to the business of the Company are the sole property of the Company, and agree to assign (or cause to be assigned) and do hereby assign fully to the Company all such Inventions. Notwithstanding the foregoing, I shall retain and reserve all rights to any software, technology or intellectual property rights developed or otherwise obtained by me outside the scope of my service as an advisor to the Company without the use of any information or materials of Company or any of its affiliates (“**Related Rights**”). If, in the course of providing advisory services, I provide or incorporate into any Inventions any Related Rights I own, or the use of any Inventions by any party would infringe any Related Rights I own, the Company is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense through multiple levels of sublicensees) to make, have made, copy, modify, make derivative works of,

use, sell, offer for sale, distribute, display, import and otherwise exploit any such Inventions or any improvements thereto or successor versions thereof.

5. Exceptions. Section 15 of the Separation Agreement is hereby incorporated by reference in its entirety, *mutatis mutandis*.

