

---

---

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

**FORM 8-K/A**

(Amendment No. 1)

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

**Date of Report (Date of earliest event reported): November 9, 2022 (June 29, 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))

Securities registered pursuant to Section 12(b) of the Act:

---

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

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.**

As previously disclosed on Current Reports on Form 8-K filed with the SEC on each of June 29, 2022 and September 23, 2022, the Board of Directors (the “Board”) of Bird Global, Inc. (the “Company”) appointed Shane Torchiana as the Company’s President, effective as of June 29, 2022, and Chief Executive Officer, effective as of September 21, 2022. The below disclosure regarding Mr. Torchiana’s compensation arrangements in connection with such appointments is being filed as an amendment to the aforementioned reports.

***Compensation Letter Agreement***

On November 9, 2022, the Compensation Committee of our Board (the “Committee”) approved, and the Company’s subsidiary Bird Rides, Inc. (“Bird”) entered into, a Compensation Letter Agreement (the “Letter Agreement”) with Mr. Torchiana. The material terms of the Letter Agreement are described below.

Under the Letter Agreement, Mr. Torchiana is entitled to receive an annual base salary of \$550,000 (effective as of June 29, 2022), pro-rated for any partial year of employment. In addition, during calendar years 2022, 2023 and 2024, Mr. Torchiana 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. Torchiana for a single calendar year is equal to \$220,000 (for 2022) and \$1,402,500 (for each of 2023 and 2024).

Pursuant to the Letter Agreement, Mr. Torchiana 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, “*Equity Award.*”

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

- 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;
- 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
- if the Qualifying Termination occurs during the 24-month period following a Change in Control, all time-vesting equity awards then held by Mr. Torchiana 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 24-month period following the 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).

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

***Equity Award***

On November 9, 2022, Mr. Torchiana was granted an award of RSUs covering 3,900,000 shares of the Company’s Class A Common Stock (the “RSU Award”) under the 2021 Plan. The RSU Award will vest as to 1/16 of the total RSUs underlying the award on each of the first 16 quarterly anniversaries of September 1, 2022, subject to Mr. Torchiana’s continued employment with Bird through the applicable vesting date.

Pursuant to Mr. Torchiana’s Letter Agreement, Mr. Torchiana is also eligible to receive two additional awards of RSUs, covering up to 2,625,000 shares of the Company’s Class A Common Stock (the “Performance-Vesting RSUs”). The Performance-Vesting RSUs will be granted to Mr. Torchiana following the attainment of applicable stock price goals at any time during the Performance Period (as defined in the 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 applicable grant date, subject to Mr. Torchiana’s continued employment with Bird through the applicable vesting date.

---

<b>Vesting Tranche</b>	<b>Price Per Share Goal</b>	<b>Number of Granted Performance- Vesting RSUs</b>
First Vesting Tranche	\$ 2.50	1,750,000.00
Second Vesting Tranche	\$ 5.00	875,000.00

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 the such agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

---

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

Exhibit No.	Description
<a href="#">10.1</a> 104	<a href="#">Compensation Letter Agreement by and between Shane Torchiana and Bird Rides, Inc., dated November 9, 2022</a> Cover page Interactive Data File (embedded within Inline XBRL document)

---

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Bird Global, Inc.

Date: November 16, 2022

By:	<u>/s/ Ben Lu</u>
Name:	Ben Lu
Title:	Chief Financial Officer

**BIRD RIDES, INC.**

November 9, 2022

Shane Torchiana  
c/o Bird Global, Inc.  
392 NE 191st Street, #20388  
Miami, Florida 33179

Dear Shane,

As you know, effective September 21, 2022 (the “*Effective Date*”), the Board of Directors (the “*Board*”) of Bird Global, Inc. (“*Parent*”) appointed you as President and Chief Executive Officer of Parent (the “*Appointment*”).

You are receiving this letter (this “*Letter*”) because, in connection with the Appointment and in consideration of your continued employment with Bird Rides, Inc. (the “*Company*”), the Board has agreed to amend that certain offer letter by and between you and the Company, dated as of December 27, 2018 (as amended from time to time, the “*Offer Letter*”), as follows:

**1. Position and Title; Reporting.** Effective as of the Effective Date, you shall serve as President and Chief Executive Officer of Parent, and shall perform such employment duties as are usual and customary for such position and/or as otherwise directed by the Company. You shall report directly to the Board. 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.

**2. Base Salary.** Effective retroactively as of June 29, 2022, you shall receive an annual base salary (the “*Base Salary*”) of \$550,000 per year, payable in accordance with the Company’s customary payroll practices and pro-rated for any partial year of service (including, for clarity, calendar year 2022).

**3. Equity Award.**

a. *RSU Award.* Subject to the approval of the Board, or a subcommittee of the Board, you will be granted an award of Restricted Stock Units (“*RSUs*”) covering 4,275,000 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 1/16 of the RSUs on each of the first 16 quarterly anniversaries of September 1, 2022, subject to your continued employment with the Company through the applicable vesting date.

b. *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. You acknowledge and agree that the Performance-Vesting RSUs, and the shares of Class A common stock and the Price Per Share Goals (as defined on Exhibit A hereto) subject thereto, are subject to adjustment, modification and termination in connection with certain events as provided

in this Letter (including Exhibit A hereto) and the 2021 Plan, as if they were granted under the 2021 Plan as of the date hereof. For purposes of clarity, in connection with an Equity Restructuring (as defined in the

---

2021 Plan), the Price Per Share Goals, the number of Performance-Vesting RSUs and the shares of Class A common stock subject thereto shall be subject to adjustment pursuant to Section 8.1 of the 2021 Plan.

4. **Cash Incentives.** 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:

a. *Adjusted EBITDA.* You shall be eligible to earn (i) a Performance Bonus equal to \$55,000 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 \$220,000 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 \$440,000 be payable to you with respect to any one calendar year under this Section 4(a). 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.

b. *Free Cash Flow.* You shall be eligible to earn (i) a Performance Bonus equal to \$55,000 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 \$220,000 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 \$440,000 be payable to you with respect to any one calendar year under this Section 4(b). 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.

c. *YOY Net Revenue.* You shall be eligible to earn (i) a Performance Bonus equal to \$82,500 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 \$82,500 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 \$165,000 be payable to you under this Section 4(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.

d. *Additional Performance Bonus.* Without limiting anything set forth in this Section 4, you also will be eligible to earn an additional \$440,000 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 subcommittee

thereof. In no event shall more than \$880,000 be payable to you under this Section 4(d).

e. *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.

## 5. Certain Terminations.

a. *Severance.* Subject to Section 5(b) below and your continued compliance with the Confidentiality Information and Invention Agreement (as described in the Offer Letter (the “*Confidentiality Agreement*”)), if your employment is terminated due to a Qualifying Termination (as defined below), 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 installments over the continuation coverage period (or the remaining portion thereof); and

(iii) in the event that such Qualifying Termination occurs during the CIC Period (as defined below), all 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 24-month period following the termination date; *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 (collectively, the “*Equity Acceleration*”).

In addition to the severance payments and benefits described in Section 5(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.

For clarity, you will forfeit all outstanding Parent equity awards held by you that are outstanding as of the termination date to the extent such awards are unvested as of such date (after taking into account the Equity Acceleration, if any), and such unvested portion of such awards will terminate on your termination date.



b. *Release.* Any severance payments and benefits described in Section 5(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, the Time-Vesting Awards (or portion thereof, as applicable) that remain outstanding and eligible to vest following the termination date (in accordance with Section 5(a)) shall actually vest and become non-forfeitable (and, as applicable, exercisable) 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. *Certain Definitions.* For purposes of this Letter:

(i) "**2021 Plan**" shall mean Parent's 2021 Incentive Award Plan.

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

(iii) "**CIC Period**" shall mean the 24-month period beginning on and following a Change in Control (as defined in the 2021 Plan).

(iv) "**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.

(v) "**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 (I) any change that occurs during the CIC Period due to you ceasing to serve as the President and Chief Executive Officer of Parent but continuing to serve as a C-suite executive (or similar title) of Parent or the Company or any successor or ultimate parent (as applicable) and (II) 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 the Offer Letter (as amended herein); or (5) a requirement that you report to any person other than the Board (other than temporarily or as required by applicable law) (excluding for this purpose any change that occurs during the CIC Period due to you ceasing to report to the Board of Parent but continuing to report to the Board of the Company or any successor or ultimate parent (as applicable)). 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.

(vi) "**Qualifying Termination**" means 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.



(vii) “*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, any then-unvested performance-vesting equity award (to the extent then-outstanding) that, as of the termination date, has satisfied the applicable performance goal(s) (but which remain subject to time-based vesting conditions)).

d. **No Other Rights.** Except as expressly provided in Section 5(a), you shall not be entitled to any additional payments or benefits upon or in connection with your termination of employment.

6. **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.

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 same form as provided to all other Company officers and directors.

8. **No Tax Advice.** You acknowledge and agree that you have consulted with any tax advisors that you deem advisable in connection with this Agreement 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.

9. **No Other Modifications.** Except as set forth in this Letter, all other terms and conditions of the Offer Letter and the Confidentiality Agreement shall remain unchanged and in full force and effect. This Letter may only be amended in a writing signed by both you and an authorized representative of the Company.

10. **Miscellaneous.** Nothing contained in this Letter will (a) confer upon you any right to continue in employment with the Company, Parent or their respective subsidiaries or affiliates; or (b) interfere with the right of the Company to terminate your employment at any time, for any reason or no reason, with or without Cause. This Letter will inure to the benefit of, be binding on and enforceable by you, the Company and our respective heirs, representatives, agents, successors and assigns. This Letter, together with the Offer Letter, Confidentiality Agreement, and any Time-Vesting award agreement sets forth the final and entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether

oral or written, by the Company and you, with respect to the subject matter hereof. In the event of any

conflict between any of the terms in this Letter and the terms of any other agreement between you and the Company, the terms of this Letter will be controlling. This Letter will be governed by and interpreted in accordance with the laws of the State of Florida, without regard to the conflict of law rules thereof. This Letter may be executed in counterparts and by .pdf, facsimile or other electronic means and, when so executed, will have the same force and effect as an original, and constitute a binding agreement on each of the parties.

*[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.

Very truly yours,

**BIRD RIDES, INC.**

By: /s/ Travis VanderZanden  
Name: Travis VanderZanden  
Title: Chair of the Board

**Acknowledged and Agreed:**

/s/ Shane Torchiana  
Shane Torchiana

Dated: 11/09/2022

[Signature Page to Torchiana Letter Agreement]

---

## 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.

<b>Price Per Share Goal (1)</b>	<b>Number of Granted Performance- Vesting RSUs</b>
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	1,750,000
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	875,000

- (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.

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.

Exhibit A-2

---

