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

FORM 8-K/A

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

Date of Report (Date of earliest event reported): August 9, 2023

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 Principal Officers; Election of Directors; Appointment of Principal Officers

On August 10, 2023, Bird Global, Inc. (the “Company”) filed a Current Report on Form 8-K (the “Original Form 8-K”) to report, among other things, the departure of Shane Torchiana from his position as the Chief Executive Officer of the Company, effective as of August 9, 2023 (the “Separation Date”). This Amendment No. 1 (this “Amendment”) to the Original Form 8-K is being filed to supplement the disclosure contained in Item 5.02 of the Original Form 8-K by providing additional information regarding the compensatory and other arrangements entered into with Mr. Torchiana in connection with his departure.

On August 16, 2023 (the “Agreement Date”), Bird Rides, Inc., a wholly owned subsidiary of the Company (“Bird Rides”), and Mr. Torchiana entered into a Separation and Release Agreement (the “Separation Agreement”), pursuant to which, among other things, Mr. Torchiana will be entitled to receive certain payments and other benefits summarized below. In addition, the parties entered into an Advisor Agreement pursuant to which Mr. Torchiana was engaged by Bird Rides to provide certain advisory services to the Company and its affiliates for a period beginning on August 10, 2023 and continuing through August 10, 2024, unless earlier terminated in accordance therewith (the “Consulting Period”).

Pursuant to the Separation Agreement, Mr. Torchiana will be entitled to receive, in addition to any accrued but unpaid salary and other amounts owed to Mr. Torchiana as of the Separation Date, the following payments and benefits:

- a cash payment in the amount of \$275,000, less applicable deductions and withholdings, which equates to six (6) months of Mr. Torchiana’s base salary as of the Separation Date, payable in substantially equal installments in accordance with normal payroll practices;
- a lump-sum cash payment of approximately \$5,000, less applicable deductions and withholdings, which represents the amount of the COBRA premiums that would otherwise be payable for the continuation of Mr. Torchiana’s healthcare coverage under the Company’s group health plan as of the Separation Date for a period of six (6)-months following the Separation Date;
- any unvested stock options and restricted stock units that are subject to time-based vesting, excluding, for the avoidance of doubt, the Separation Equity (as defined below) and outstanding as of the Separation Date, will vest and become exercisable or payable, as applicable, to the extent such equity awards would have vested and become exercisable or payable, as applicable, if Mr. Torchiana had remained continuously employed for an additional thirty-six months following the Separation Date, subject to the terms and conditions of the stock incentive plan and award agreements applicable to such awards; and
- an award of 134,251 immediately vested restricted stock units of the Company, the number of which was determined by dividing \$275,000 by \$2.0484, the volume-weighted average per-share price of the Company’s Class A common stock over the 10 trading-day period ending on and including the Agreement Date, one-half of which will be subject to a three (3)-month lock-up period and the remaining one-half of which will be subject to a six (6)-month lock-up period (the “Separation Equity”).

The foregoing payments and benefits are conditioned upon Mr. Torchiana's compliance with his continuing obligations under the Separation Agreement, the Advisor Agreement, and any other agreements with the Company and/or its affiliates

The Separation Agreement also contains a general release of any and all claims that Mr. Torchiana had or could have had against the Company and the other Releases (as defined in the Separation Agreement), as well as customary provisions relating to the return of the Company's property and the non-use and non-disclosure of the Company's confidential and proprietary information.

Mr. Torchiana may revoke the Separation Agreement on or before the date that is seven (7) days after the Agreement Date, or August 22, 2023. In the event Mr. Torchiana timely revokes the Separation Agreement, it will not become effective and Mr. Torchiana will not be entitled to receive the separation benefits provided for thereunder.

A copy of the Separation Agreement, which includes a copy of the Advisor Agreement as an addendum thereto, is filed as Exhibit 10.1 to this Amendment and incorporated herein by reference. The foregoing summary of the material terms of the Separation Agreement and Advisor Agreement does not purport to be complete and is qualified in its entirety by reference to the full text thereof filed as Exhibit 10.1.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Separation and Release Agreement, dated August 16, 2023, by and between Bird Rides, Inc. and Shane Torchiana.
104	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: August 18, 2023

By: _____ /s/ Michael Washinushi

Name: Michael Washinushi

Title: Chief Financial Officer

Bird Rides, Inc.

August 14, 2023

Shane Torchiana


Re: Separation and Release Agreement

Dear Shane:

Bird Rides, Inc. (the “**Company**”) has decided to terminate your employment with the Company, effective as of August 9, 2023 (the “**Separation Date**”). 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. For the avoidance of doubt, unless otherwise stated below, any terms or conditions of employment referenced in the Letter Agreement, dated as of November 9, 2022, by and between you and the Company (as amended, the “**Letter Agreement**”) 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, any earned and payable bonuses as of the Separation Date, 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.

(b) In consideration of, subject to and conditioned upon, (x) your execution within twenty-one (21) days following the Separation Date, and non-revocation within the seven (7) days thereafter, of this Agreement, and (y) your continued 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) such separation benefits as provided under the Advisor Agreement attached hereto as an Addendum to this Agreement between you and the Company as of the Separation Date (the “**Advisor Agreement**”), pursuant to which, assuming you timely and properly elect COBRA coverage in accordance with the Advisor Agreement, you will be eligible for the Company’s payment of COBRA Premiums for the health care coverage you have elected as of the Separation Date, following the Separation Date and through the earlier of (A) the end of six months from the Separation Date or, if earlier, or (B) until you become eligible for group health plan benefits under another employer;

(a) in lieu of additional months of the Company’s payment of COBRA Premiums, a payment totaling \$4,946.88, subject to applicable withholdings and deductions, which reflects six months of COBRA Premiums for health care coverage you have elected as of the Separation Date;

(ii) a separation payment in the amount of \$275,000.00, which equates to six (6) months of pay at your base salary, less applicable deductions and withholding taxes, which will be reported on an IRS Form W-2 (the “**Separation Payment**”), payable (A) in substantially equal installments in accordance with the Company’s normal payroll practices over the Consulting Period (as defined in the Advisor Agreement, which such installments commencing on the first regular payroll date following the Effective Date (as defined below), and (B) to the extent you previously elected to receive pay from the Company through a direct deposit into your bank account, via direct deposit;

(iii) you will be granted an award of immediately vested restricted stock units (“**RSUs**”), the number of which will be determined by dividing \$275,000 by the volume-weighted average per-share price of Parent’s Class A common stock over the 10 trading-day period ending on and including date hereof (the “**Additional Equity Award**”); one half of which shall be subject to a three month lock-up period and the remaining half of which shall be subject to a six month lock-up period, each such lock-up period commencing on the Separation Date (the “**Separation Equity**”);

(iv) any **Time-Vesting Awards** (as defined in Section 5(c)(vii) of the Letter Agreement, and for clarity, excluding the Separation Equity) shall, to the extent unvested, vest (and, as applicable, become exercisable) on an accelerated basis as of the Separation Date with respect to the number of shares underlying the award that would have vested had you remained in continuous employment during the 36-month period following the Separation Date; provided, however, that 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**”). You acknowledge and agree that, except as specifically provided herein and in the Advisor Agreement, as of the Separation Date, you have no right, title or interest in, or any right to receive, any additional equity securities of the Parent;

(v) any previously granted RSUs that have vested as of the Separation Date and Time-Vesting Awards subject to Equity Acceleration shall be settled and released by August 31, 2023.

(c) Effective as of the Separation Date, except as specifically provided herein, any options, shares or restricted stock units of Parent 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 shall cease vesting as to any unvested shares, 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, Separation Payment and the other 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. As referenced in clause (b) of Section 1 above, the Company will make the Separation Payment as set forth therein, less applicable deductions and withholding taxes. The Company makes no representation as to your tax liability with respect to the Separation Payment or any of the other 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 the Separation Payment or any of the other 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.

3. Executive or Employee Stock Plans. Except as specifically provided herein and in the Advisor Agreement, your rights, if any, under any of the Company's executive or employee stock plans will be determined in accordance with the terms of the applicable plan documents and agreements, including any amendments thereto, and standard practice.

4. 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 Separation Date. 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);

5. 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

6. 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. To the extent this Agreement or any aspect of your employment is considered to be governed by California law, 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.

7. **Release of Age Discrimination in Employment Act Claims.** You are, through this Agreement and for the consideration set forth herein, waiving and releasing all rights or claims against the Releasees including those arising under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621, et seq.) (“**ADEA**”). You acknowledge that you have carefully read and fully understand this Agreement. You also agree that you knowingly and voluntarily intend to be legally bound by the same. You are hereby advised in writing to consult with an attorney of your choice at your own expense prior to executing this Agreement. Your signature also acknowledges that you were given a reasonable period of time to consider this Agreement (specifically at least twenty-one (21) days) after receiving it to consider its terms before signing it. In addition, you have seven (7) days after signing this Agreement to revoke your acceptance by sending a written revocation to the Company’s Deputy General Counsel via electronic mail to clint@bird.co on or before 11:59 p.m. Pacific Time on the seventh day after signing this Agreement. Accordingly, this Agreement shall not become effective or enforceable until the seven-day revocation period has expired. If you do not revoke your signature during the seven-day period, it shall be deemed accepted immediately after the revocation period has expired (the date and time on which this Agreement becomes effective in accordance with this Section 7 being referred to as the “**Effective**

Date”). You further acknowledge that the consideration provided pursuant to this Agreement exceeds any consideration that you would otherwise be entitled to receive. This Agreement does not govern any rights or claims that might arise under the ADEA after the date on which you sign this Agreement.

8. 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 damages caused to Releasees thereby, all attorneys’ fees incurred by Releasees in defending or otherwise responding to such action, proceeding or Claim.

9. 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.

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

11. 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.

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

(a) You agree that you shall not disclose any of the terms and conditions of this Agreement to any person or entity except your spouse, domestic partner, legal or tax counsel, each of whom shall be advised of its confidentiality, or as directed pursuant to a valid subpoena, pursuant to a valid court order, or as otherwise required by law. You warrant under penalty of perjury that, from the time of your receipt of this Agreement (or any prior drafts) through your execution of this Agreement, you have not breached the confidentiality provisions of this Agreement.

(b) 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.

(c) 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.

13. 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 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. Except as specifically provided herein, you represent and warrant that you have not retained copies of any Confidential Information in any form whatsoever.

14. 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.

15. 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 Florida, without regard to any principles of conflicts of law.

16. 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 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.

17. Ongoing Cooperation. Subject to Section 16, 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.

18. 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.

19. 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, 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 Letter Agreement). 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.**

[Signature Page Follows]

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.

/s/ Michael Washinushi_____

By: Michael Washinushi
Title: Chief Executive Officer

/s/ Shane Torchiana_____

By: Shane Torchiana
Date: August 15, 2023_____

Addendum to Separation and Release Agreement

Bird Rides, Inc.

Shane Torchiana
[REDACTED]
[REDACTED]

Re: Advisor Agreement

Dear Shane:

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 August 9, 2023 (the “**Separation Date**”), you will cease to be an employee of the Company and, upon your execution of the Separation and Release Agreement dated August 14, 2023 (“**Separation Agreement**”), you will become an advisor to the Company effective as of August 10, 2023 through August 10, 2024, 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 corporate strategy and operations, and as otherwise reasonably requested by the Company to assist with transition activities and knowledge sharing. 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 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) Assuming you timely and properly elect continuation of healthcare coverage under Consolidated Omnibus Budget Reconciliation Act (“**COBRA**”), the Company will pay the premiums for COBRA for the health care coverage you have elected as of the Separation Date (“**COBRA Premiums**”) through the earlier of (A) six months from the Separation Date (as defined in the Separation Agreement) or, if earlier, or (B) until you become eligible for group health plan benefits under another 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).

(ii) It is understood and agreed that, other than the Separation Equity explained in Section 1(b)(iii) and the accelerated Time-Vesting Awards explained in Section 1(b)(iv) of the Separation Agreement, with respect to the equity or equity-based awards covering shares of Parent's common stock held by you as of the Separation Date hereto (collectively, the "Awards"), it is understood and agreed that you will forfeit any options, shares, restricted stock units, or other rights that have been issued to you but which remain unvested as of the Separation Date, including but not limited to performance-based Awards granted to you under the Bird Global, Inc. 2021 Equity Incentive Plan (the "2021 Plan") on shall be forfeited as of the Separation Date. 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) with or without cause upon ten (10) days' written notice to the Company. The Company may terminate this Advisor Agreement prior to August 10, 2024 upon written notice to you, but only for (1) revocation of, or non-compliance with any of the terms and conditions of, the Separation Agreement, (2) Cause (as defined in the 2021 Plan) or (3) the Company's reasonable determination that any business relationship maintained by you during the course of your advisor relationship 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. If you terminate this Advisor Agreement or the Company terminates this Advisor Agreement for any of the foregoing reasons. Upon termination of this Advisor Agreement, or otherwise upon the Company's request, you agree to return to the Company any Company property you may have in your possession (including, without limitation, all confidential or proprietary information of the Company), except for your Company-issued laptop, subject to the provisions set forth in Section 12 of the Separation Agreement.

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 Schedule A, 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 Schedule A. For the avoidance of doubt, nothing herein shall be deemed to amend or supersede the Confidential Information and Invention Assignment Agreement that you previously executed, 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 Mutual Agreement to Arbitrate that you previously executed. 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.

This Advisor Agreement, together with the Separation Agreement, CIIAA, MAA any Award agreements (each, as defined in the Separation Agreement and as may be modified herein), 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.

[Signature Page Follows]

Sincerely yours,
Bird Rides, Inc.

/s/ Michael Washinushi

By: Michael Washinushi
Title: Chief Executive Officer

Date: August 16, 2023

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

/s/ Shane Torchiana

By: Shane Torchiana
Date: August 15, 2023

Schedule A
(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.

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 16 of the Separation Agreement is hereby incorporated by reference in its entirety, *mutatis mutandis*.

