

## CONSULTING AGREEMENT

This Consulting Agreement (“*Agreement*”) is made as of February 26, 2020 (“*Effective Date*”), by and between Bird Rides, Inc., a Delaware corporation having its principal place of business at 406 Broadway #369, Santa Monica, CA 90401 (“*Company*”), and Ridge Strategy Group, LLC, having a mailing address as indicated below its signature (“*Consultant*”).

The parties hereby agree as follows:

### 1. SERVICES.

1.1 Performance of Services. Consultant will perform the governmental consulting services (“*Services*”) described in detail on Exhibit A to this Agreement (“*Statement of Work*”) in accordance with the terms and conditions of this Agreement and the Statement of Work.

1.2 Payment. Company will pay Consultant fees in accordance with the terms set forth in the Statement of Work. If the Statement of Work requires Consultant to complete certain milestones, Company’s payment obligation will be expressly subject to Consultant’s completion of such milestones to Company’s reasonable satisfaction. Unless otherwise specified in the Statement of Work, Company will not reimburse Consultant for any expenses incurred by Consultant in connection with performing Services. Subject to the foregoing, Company will pay each invoice submitted by Consultant within thirty (30) days following receipt thereof.

1.3 Compliance Expenses. Consultant shall be solely responsible, at its own expense, for complying with any federal, state or local law and/or regulation, including but not limited to any law or rule requiring registration of or the filing of public disclosure reports by lobbyists, which law or rule applies by reason of any service to be performed or activity to be conducted hereunder. Consultant shall advise Company of any requirement of any such state or local law applicable to Company by reason of Company entering into this Agreement or retaining the services of Consultant hereunder. Consultant shall comply with all anti-bribery and anti-corruption laws applicable in the performance of its work, including the US Foreign Corrupt Practices Act and the UK Bribery Act.

### 2. RELATIONSHIP OF PARTIES.

2.1 Independent Contractor. Consultant is an independent contractor and is not an agent or employee of, and has no authority to bind, Company by contract or otherwise. Consultant will perform the Services under the general direction of Company, but Consultant will determine, in Consultant’s sole discretion, the manner and means by which the Services are accomplished, subject to the requirement that Consultant will at all times comply with applicable law. Company has no right or authority to control the manner or means by which the Services are accomplished.

2.2 Employment Taxes and Benefits. Consultant will report as income all compensation received by Consultant pursuant to this Agreement. Consultant will indemnify Company and hold it harmless from and against all claims, damages, losses, costs and expenses, including reasonable fees and expenses of attorneys and other professionals, relating to any

obligation imposed by law on Company to pay any withholding taxes, social security, unemployment or disability insurance, or similar items in connection with compensation received by Consultant pursuant to this Agreement. Consultant will not be entitled to participate in any plans, arrangements, or distributions by Company pertaining to any bonus, stock option, profit sharing, insurance or similar benefits for Company's employees.

### 3. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS.

3.1 Definition of Innovations. Consultant agrees to disclose in writing to Company all inventions, products, designs, drawings, notes, documents, information, documentation, improvements, works of authorship, processes, techniques, know-how, algorithms, technical and business plans, specifications, hardware, circuits, computer languages, computer programs, databases, user interfaces, encoding techniques, and other materials or innovations of any kind that Consultant may make, conceive, develop or reduce to practice, alone or jointly with others, in connection with performing Services or that result from or that are related to such Services, whether or not they are eligible for patent, copyright, mask work, trade secret, trademark or other legal protection (collectively, "**Innovations**").

3.2 Ownership of Innovations. Consultant and Company agree that, to the fullest extent legally possible, all Innovations will be works made for hire owned exclusively by Company. Consultant agrees that, regardless of whether the Innovations are legally works made for hire, all Innovations will be the sole and exclusive property of Company. Consultant hereby irrevocably transfers and assigns to Company, and agrees to irrevocably transfer and assign to Company, all right, title and interest in and to the Innovations, including all worldwide patent rights (including patent applications and disclosures), copyright rights, mask work rights, trade secret rights, know-how, and any and all other intellectual property or proprietary rights (collectively, "**Intellectual Property Rights**") therein. At Company's request, during and after the term of this Agreement, Consultant will assist and cooperate with Company in all respects (and will cause Consultant's employees to assist and cooperate with Company in all respects), and will execute documents (and will cause Consultant's employees to execute documents), and will take such further acts reasonably requested by Company to enable Company to acquire, transfer, maintain, perfect and enforce its Intellectual Property Rights and other legal protections for the Innovations. Consultant hereby appoints the officers of Company as Consultant's attorney-in-fact to execute documents on behalf of Consultant for this limited purpose.

3.3 Related Rights. To the extent that Consultant owns or controls (presently or in the future) any patent rights, copyright rights, mask work rights, trade secret rights, or any other intellectual property or proprietary rights that block or interfere with the rights assigned to Company under this Agreement (collectively, "**Related Rights**"), Consultant hereby grants or will cause to be granted to Company a non-exclusive, royalty-free, irrevocable, perpetual, transferable, worldwide license (with the right to sublicense) to make, have made, use, offer to sell, sell, import, copy, modify, create derivative works based upon, distribute, sublicense, display, perform and transmit any products, software, hardware, methods or materials of any kind that are covered by such Related Rights, to the extent necessary to enable Company to exercise all of the rights assigned to Company under this Agreement.

4. **CONFIDENTIAL INFORMATION.** For purposes of this Agreement, "**Confidential Information**" means and will include: (i) any information, materials or knowledge regarding Company and its business, financial condition, products, programming techniques,

customers, suppliers, technology or research and development that is disclosed to Consultant or to which Consultant has access in connection with performing Services; (ii) the Innovations; and (iii) the existence and terms and conditions of this Agreement. Confidential Information will not include, however, any information that is or becomes part of the public domain through no fault of Consultant or that Company regularly gives to third parties without restrictions on use or disclosure. Consultant agrees to hold all Confidential Information in strict confidence, not to use it in any way, commercially or otherwise, except in performing the Services, and not to disclose it to other than to Consultant's employees with a bona fide need to know and who have executed a written agreement that includes use and nondisclosure restrictions at least as protective of the Confidential Information as those set forth herein. Consultant further agrees to take all action reasonably necessary to protect the confidentiality of all Confidential Information including, without limitation, implementing and enforcing procedures to minimize the possibility of unauthorized use or disclosure of Confidential Information.

## **5. WARRANTIES.**

5.1 Competitive Activities. During the term of this Agreement, Consultant will not, directly or indirectly, in any individual or representative capacity, engage or participate in or provide services to any business providing personal rental vehicles (including without limitation all mobile app-based scooter or bike rental services), unless agreed to in advance and in writing by the Company. Consultant shall immediately notify Company (or its designee) in writing within 24 hours of Consultant's discovery any conflict of interest between the interest of Bird and any other client of Consultant (even though no conflicts currently exist nor are any conflicts anticipated).

5.2 Pre-existing Obligations. Consultant represents and warrants that Consultant has no pre-existing obligations or commitments (and will not assume or otherwise undertake any obligations or commitments) that would be in conflict or inconsistent with, or that would hinder Consultant's performance of its obligations under this Agreement.

5.3 Solicitation of Services. Because of the trade secret subject matter of Company's business, Consultant agrees that, during the term of this Agreement and for a period of one (1) year thereafter, it will not solicit the services of any of Company's employees or consultants for Consultant's own benefit or for the benefit of any other person or entity.

**6. INDEMNIFICATION.** Consultant hereby agrees to indemnify and hold Company harmless from and against any and all damages, fines, costs, liabilities, causes of action, suits, judgments and expenses (including reasonable attorney's fees, disbursements, and actual costs), losses and court costs ("Losses") suffered by Company, directly or indirectly, including but not limited to, the costs of representation or defense of Company in any investigation by an federal, state or local government unit or agency or legislative body or committee, and/or any civil penalties levied by any federal, state or local agency against Company, its officers, directors, shareholders, employees or agents, to the extent based on or arising wholly or substantially out of Consultant's negligent or intentional act or omission hereunder, breach of any term or condition of, or representation or warranty set forth in, this Agreement, including but not limited to Consultant's violation or alleged violation of any federal, state or local law described in Section 1.3 hereof or any other federal, state or local law governing ethical obligations of public or elected officials or the duties or obligations of lobbyists, or any federal, state or local campaign finance law. Company hereby agrees to indemnify and hold Consultant harmless from and against any

and all Losses suffered by Consultant to the extent caused by Company's negligence or willful misconduct. The terms of this Section shall survive the termination of this Agreement.

## **7. TERM AND TERMINATION.**

7.1 Term. This Agreement will commence on the Effective Date and will end at the end of the Term, as set forth in the Statement of Work, attached hereto, unless earlier terminated in accordance with the terms of this Agreement.

7.2 Termination for Breach. Either party may terminate this Agreement (including the Statement of Work) if the other party breaches any material term of this Agreement.

7.3 Termination for Convenience. Company may terminate this Agreement (including the Statement of Work) at any time, for any reason or no reason, upon at least thirty (30) days written notice to Consultant.

### 7.4 Effect of Termination.

(a) Upon the expiration or any termination of this Agreement for any reason, Consultant will promptly deliver to Company all Innovations, including all work in progress on any Innovations and all versions and portions thereof.

(b) Upon the expiration or any termination of this Agreement (except termination of this Agreement pursuant by Company pursuant to Section 7.2 for breach by Consultant), Company will pay Consultant any amounts that are due and payable under Section 1.2 for Services performed by Consultant prior to the effective date of expiration or termination.

(c) Upon the expiration or termination of this Agreement for any reason, Consultant will promptly notify Company of all Confidential Information in Consultant's possession or control and will promptly deliver all such Confidential Information to Company, at Consultant's expense and in accordance with Company's instructions.

7.5 Survival. The provisions of Sections 2, 3, 4, 5.3, 6, 7.4, 7.5, 8 and 9 will survive the expiration or termination of this Agreement.

**8. LIMITATION OF LIABILITY.** IN NO EVENT WILL COMPANY OR CONSULTANT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF COMPANY OR CONSULTANT HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

## **9. GENERAL.**

9.1 No Election of Remedies. Except as expressly set forth in this Agreement, the exercise by Company of any of its remedies under this Agreement will be without prejudice to its

other remedies under this Agreement or available at law or in equity.

9.2 Assignment. Consultant may not assign or transfer any of Consultant's rights or delegate any of Consultant's obligations under this Agreement, in whole or in part, without Company's express prior written consent. Any attempted assignment, transfer or delegation, without such consent, will be void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties permitted successors and assigns.

9.3 Equitable Remedies. Because the Services are personal and unique and because Consultant will have access to Confidential Information of Company, Company will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without having to post a bond or other consideration, in addition to all other remedies that Company may have for a breach of this Agreement.

9.4 Attorneys' Fees. If any action is necessary to enforce the terms of this Agreement, the substantially prevailing party will be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.

9.5 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding that body of law pertaining to conflict of laws. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Central District of California and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

9.6 Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

9.7 Notices. All notices required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by courier or overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All notices will be sent to the addresses set forth above or to such other address as may be specified by either party to the other in accordance with this Section.

9.8 Entire Agreement. This Agreement, together with the Statement of Work, constitutes the complete and exclusive understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. In the event of a conflict, the terms and conditions of the Statement of Work will take precedence over the terms and conditions of this Agreement. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto.

9.9 Waiver. The waiver of any breach of any provision of this Agreement will not constitute a waiver of any subsequent breach of the same other provisions hereof.

9.10 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.


IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.


**COMPANY:**

**CONSULTANT:**

**BIRD RIDES, INC.**

**RIDGE STRATEGY GROUP, LLC**

By:   
Name: Michael Keating  
Title: Senior Vice President

By:   
Name: Gyata M.J. Kimmons  
Title: Founder and CEO

Address: 1507 E. 53rd Street, #146  
Chicago, Illinois 60615

## EXHIBIT A

### Initial Statement of Work

#### 1. Description of Services

Territory: Chicago, Illinois

Consultant agrees to:

- (a) Represent Bird's interests in the Territory, before city governmental entities and/or bodies that have oversight or regulatory authority regarding Bird's product and service;
- (b) Help Bird develop relationships with key influencers, decision makers, elected officials and governmental staff, including but not limited to mapping of key stakeholders;
- (c) Provide advice, guidance, and consultation regarding Bird's legislative and regulatory goals and the strategy used to attain those goals, including regular updates of any pertinent legislation, especially on vehicle requirements;
- (d) Provide advice, guidance, and consultation regarding Bird's entry into the Territory, including but not limited to securing permits;
- (e) Advise and assist Bird in gaining support for its public policy initiatives and business objectives from key stakeholders, both governmental and non-governmental, including but not limited to mapping key non-governmental stakeholders and securing relevant meetings;
- (f) Assist with outreach and educational efforts targeting the appropriate elected officials pursuant to the goals and best interests of Bird;
- (g) Provide Bird, or its designee, timely updates regarding the local political landscape and status of any relevant and pending governmental or administrative actions affecting Bird's market entry;
- (h) Advise Bird, or its designee, on political, grass roots and communications strategy as warranted and necessary;
- (i) Work with specific coalitions, business entities and/or trade groups as directed by Company or its designee; and
- (j) Provide any other regulatory advice that Bird deems appropriate upon request.

During the Term, Consultant shall provide written updates to Bird on at least a weekly basis describing its activities and accomplishments during the preceding period.

## **2. Schedule and Milestones**

The term of the Agreement and the engagement under this Statement of Work shall begin on the Agreement Effective Date and, unless earlier terminated as provided in the Agreement, shall end on August 26, 2020 (the “*Term*”). In the event of termination, any unpaid fees or expenses due to Consultant shall be payable through the effective date of termination.

## **3. Compensation & Expenses**

Consultant will provide the above-referenced professional services for a monthly fee of \$5,000 for the services set forth in Section 1. Fees shall be due within thirty (30) days of receipt of invoice.

Any work outside the scope of Section 1 or in excess of the monthly fee above requires Bird’s prior written approval.

Any reasonable expenses including, but not limited to entertainment, copying charges, long distance, facsimile charges, extraordinary postage or freight, courier service fees, and hotel or travel expenses will be separately invoiced, without mark-up or additional administrative fee. All expenses in excess of \$250 (over any monthly period) must be approved by Client in advance.

## **4. Exclusivity and Non-Competition**

Consultant acknowledges and reaffirms its agreement to Section 5.1 of this Agreement, which among other things requires that Consultant will not, directly or indirectly, in any individual or representative capacity, engage or participate in or provide services to any business providing personal rental vehicles (including without limitation all mobile app-based scooter or bike rental services), unless agreed to in advance and in writing by the Company.

## **5. Project Management**

Services shall be provided primarily by Gyata M.J. Kimmons.