

Indemnification Agreement

This Indemnification Agreement (“**Agreement**”) is entered into by and between Bird Rides, Inc., a Delaware corporation located at 406 Broadway #369, Santa Monica, CA 90401 (“**Bird**”), and the City of Memphis located at 125 N. Main St. Memphis, TN 38103 (“**City**”), and is effective as of June 15, 2018, (“**Effective Date**”). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows.

Bird shall defend, indemnify, and hold harmless the City (including its agencies and boards and commissions), its officers, appointed or elected officials, employees, agents, representatives, successors and assigns (collectively, the “**indemnified parties**”), against all costs, expenses (including reasonable attorneys’ fees, expenses, and court costs), charges, payments, damages, judgments, settlements, assessments, deficiencies, taxes, interest and penalties including any proceedings incurred as a result of any claims asserted against an indemnified party (collectively, the “**Losses**”) only to the extent such Losses are suffered, sustained or incurred by an indemnified party as a result of or in connection with any personal injury caused by the negligence of Bird, its agents, employees, representatives, or users of Bird vehicles, in each case in connection with the operation of Bird’s business in the City (the “**Claims**”); provided that notwithstanding any other provisions of this Agreement, Bird shall not be obligated to indemnify any indemnified party pursuant to this Agreement for Losses suffered, sustained or incurred by such indemnified party in connection with any threatened, pending, or completed action, suit, audit, arbitration, alternative dispute resolution proceeding, administrative hearing or other proceeding, whether of a civil, criminal, administrative, investigative, regulatory or enforcement nature, and any appeal therefrom (each, a “**Proceeding**”), if such Proceeding is a class action.

Bird’s indemnification obligations under this Agreement are not excused in the event a Claim is caused in part by the alleged negligence of an indemnified party.

As a condition precedent to an indemnified party’s right to be indemnified pursuant to this Agreement, such indemnified party must notify Bird in writing as soon as practicable of any Claim for which indemnification will or could be sought (a “**Claim Notice**”); provided that the failure to provide such Claim Notice to Bird shall not relieve Bird of any liability which it may have to such indemnified party hereunder except to the extent Bird is actually prejudiced by such failure. With respect to any Claim of which Bird is so notified pursuant to a Claim Notice, Bird may elect to assume the defense and settlement thereof at its own expense, with legal counsel reasonably acceptable to City, by delivering notice to the City that Bird has assumed such defense (a “**Notice of Assumption**”). After delivery of the Notice of Assumption, Bird shall not be liable to any indemnified party for any legal or other expenses subsequently incurred by an indemnified party in connection with the relevant Claim; provided, that prior to the delivery of such Notice of Assumption (if any), an indemnified party may, at the expense of Bird, control the defense or settlement of such Claim as such indemnified party deems reasonably necessary or reasonably appropriate. The indemnified party shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of Bird.

This Agreement will remain in effect so long as the Indemnifying Party is subject to the City's operating regulations governing the operation of electric scooter; provided that the parties hereto may mutually agree in writing to terminate this Agreement at any time.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Tennessee, without regard to its conflict of laws principles. The parties hereto hereby submit to the non-exclusive jurisdiction of the courts of Shelby County, Tennessee with respect to any suit, action or proceeding relating to this Agreement.

No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by each party hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof nor shall any such waiver constitute a continuing waiver.

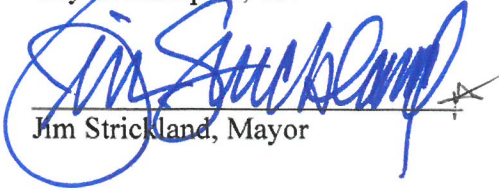
This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of it shall together constitute one and the same instrument. The facsimile signature of any party to this agreement or PDF copy of the signature of any party to this Agreement delivered by electronic mail for purposes of execution or otherwise, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the latest date set forth below.

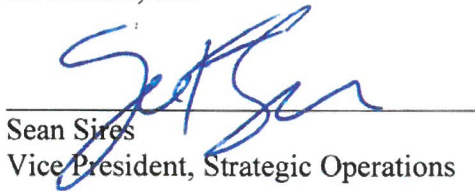
“CITY”

City of Memphis, TN

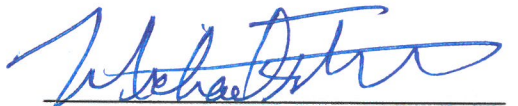

Jim Strickland, Mayor

“BIRD”

Bird Rides, Inc.


Sean Sires
Vice President, Strategic Operations

APPROVED:


Bruce McMullen, Chief Legal Officer