



B I R D

Bird Rides Inc.

406 Broadway Ave #369 Santa Monica, CA 90401

www.bird.co



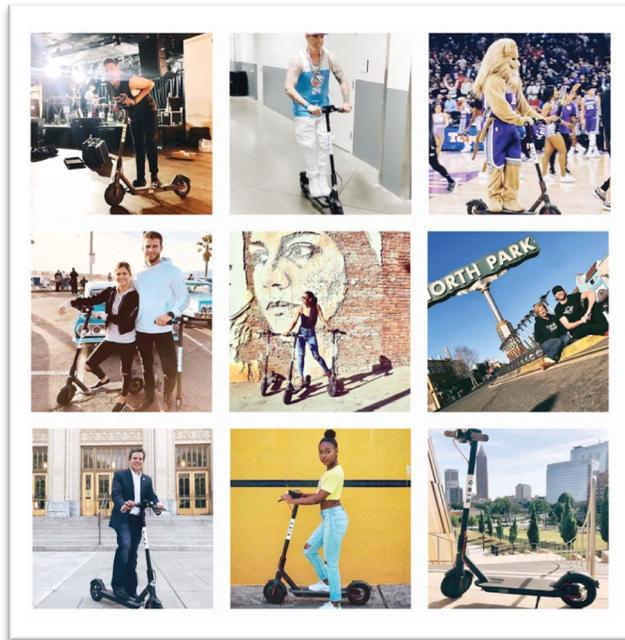
Imagine a world with fewer cars.





About Bird

Bird is a last-mile electric vehicle sharing company dedicated to bringing affordable, environmentally friendly transportation solutions to communities across the world. It is the first company in the world to provide a fleet of shared electric scooters that can be accessed via smartphone. Birds give people looking to take a short journey across town or down that “last-mile” from the subway or bus to their destination a way to do so that does not pollute the air or add to traffic. Bird is a reliable and affordable transportation option for people who live and work across the country.





Bird's Vision and Intent

Bird is a first/last-mile electric vehicle sharing company dedicated to bringing affordable, environmentally friendly transportation solutions to communities across the world. It is the first company in the world to provide fleets of shared electric scooters that can be accessed via smartphone. We want to give people more convenient and affordable options to opt out of using cars, especially for short trips. Whether it's for journey across town or to connect across that "last mile" to the subway, light rail, or bus, Bird gives people a way to do so that does not pollute the air, contribute to the root causes of global climate change, or add to traffic.





Operator Information

Local Project Team based at Bird Headquarters in Santa Monica & Los Angeles

There are a number of people at Bird who are dedicated to supporting its operations in Santa Monica. Your primary local project team includes the following:

- Tim Harter - Senior Manager of Government Relations - Southern California
- Eric Eide - Director of Government Relations - Western U.S. Region
- Jason Islas - Public Affairs Associate - Advocacy
- Carl Hansen - Director of Government Affairs - Advocacy
- Dave Estrada - Chief Legal Officer and Head of Public Policy

Tim Harter

Senior Manager Government Relations - Southern California

Prior to joining Bird, Tim worked for Assembly member Richard Bloom in the 50th Assembly District handling mobility in the Greater LA area for Assembly member Bloom. He worked with elected officials in multiple local jurisdictions on issues ranging from bike share operations to increasing safety along PCH. Tim has lived in Santa Monica for over 5 years and was an early adopter of Bird. He even signed up to become a charger and would go around collecting Birds to charge as a way to make supplemental income. He used to have an electric car but got rid of it and now uses shared mobility devices to get around Los Angeles including commuting to and from work on Bird Scooters. Tim has a passion for helping cities find ways to decrease GHG and has been brought on to handle government affairs for Bird throughout Southern California. Tim is a proud Santa Monica resident and is actively involved in the local community.

Tim received a B.A. in Political Science from Arizona State University and studied at the Macquarie University in Sydney, Australia.





Eric Eide, Ph.D.

Director of Government Relations - Western Region

Eric Eide has over 16 years' experience at the intersection of international affairs, public policy, and private industry. He has deep experience in both federal and local government, the private sector, and in academia and has worked closely with elected officials, executive board members, and top executives.

Eric Eide is currently a Director of Government Relations at Bird Rides. Previously, Eric served as Director of International Trade for Los Angeles Mayor Eric Garcetti. In this role, he led a six-person team that increased international business activity in the city, facilitated the import and export of goods, and attracted foreign investment to Los Angeles. Eric also advised the mayor and planned his trade missions and built relationships with private sector leaders throughout the region. Eric conceived of and launched the Mayor's Export Program, which helps L.A. companies increase international sales.

Eric also served in the U.S. federal government as an Advisor for Strategic Partnerships at the U.S. Department of State, where he assisted U.S.-based entrepreneurs, firms, and universities with interests in South and Central Asia. Prior to this role, Eric was an Economic Officer at the State Department advancing foreign policy goals to address the bilateral U.S.-India relationship. In a prior role, Eric represented the U.S. Small Business Administration with the startup community and improved the overall performance of a \$2.6 billion federal program that funds early stage technology companies.

Currently, Eric is a Strategic Advisor on the MAPLE Business Council where he facilitates greater business and trade collaboration between Southern California and Canada. Previously he served as a Director for the Los Angeles Regional Export Council.

Eric holds a B.A. in Sociology from the University of California, Santa Barbara and a M.A. and Ph.D. in Sociology from the University of Michigan.





Jason Islas
Public Affairs Associate

Jason is a Public Affairs Associate at Bird. Previously, Jason served as the editor of Santa Monica Next, where he has worked since May 2014.

A southern California native and a former Peace Corps volunteer, Jason has developed a particular passion for working toward an urban, sustainable, and economically diverse future for Santa Monica, the city where he grew up and attended school, and the greater Los Angeles region.

Jason was one of the founding members and he sits on the steering committee of Santa Monica Forward, the grassroots organization advocating for progressive policies in his hometown that spearheaded the opposition to Measure LV. He is also active in the Los Angeles Democratic Party Central Committee and a delegate to the California Democratic Party. He currently serves as the secretary for the Sierra Club Angeles Chapter political committee, a position he has held for the past year.

As an editor and primary reporter for Santa Monica Next, Jason focused on land-use and housing policy, sustainability, shared streets, multi-modal transportation, and urban planning policy in Santa Monica, and how those policies fit into — and affect — the greater region.

Jason graduated from Reed College in Portland, OR with a bachelor's degree in History in 2007 and graduated from Santa Monica High School in 2003.





Carl Hansen
Director of Government Affairs – Advocacy

Carl Hansen is the former Director of Government Affairs for the Santa Monica Chamber of Commerce. Carl is responsible for the chamber’s civic engagement and community partnerships. In addition to advocating the interests of the Business Roundtable, he managed the research, discourse, and outreach of the Government Affairs, Environmental Affairs, Land Use, Education, and Homelessness Committees.

Carl was born and raised in Encinitas, California. He graduated with honors from the University of Hawaii and received his master’s from Cornell University in City and Regional Planning. In graduate school, Carl worked with Cornell Global Solutions to develop a sustainable housing and employment strategy for a group of people displaced by the Haitian earthquake. The following year Carl studied abroad for a semester in Kathmandu, Nepal, on a Foreign Language Area Studies Fellowship from the U.S. Department of Education.

After graduating, he worked for the City of Carlsbad in the Department of Community and Economic Development. With Carlsbad, he helped plan a green business incubator, developed strategies for streamlining the business permit process, and assisted in the formation of a regional economic development partnership in San Diego’s North County.





David Estrada
Chief Legal Officer and Head of Public Policy

David Estrada is the Chief Legal Officer of Bird, a last-mile electric vehicle sharing company dedicated to bringing safe, low-cost, environmentally friendly transportation to communities across the world. In this role, he oversees the company's government relations, regulatory

compliance, and legal affairs. Since 2000, he's helped Fortune 500 and rapidly-growing ventures navigate legal and regulatory challenges while launching cutting-edge technology innovations.

From 2014 to 2015, he was Vice President of Government Relations for Lyft where he helped the company work with cities to bring car ride-sharing to communities from coast to coast. As one of the leading experts in emerging transportation policy, David also successfully established the regulatory framework across the country for what became known as Transportation Network Companies. Before that, David was the Legal Director for Google X where he pioneered some of the first state laws and regulations governing autonomous vehicles, Google Glass, and drone delivery. Most recently, Estrada was the Chief Legal Officer and Head of Public Policy at Kitty Hawk Corporation, where he helped the company debut the first personal electric aircraft.

David holds a BA in political science from the University of California at Santa Barbara, and a JD from the University of California at Berkeley.





Corporate Operations

Bird Rides, Inc. is an electric scooter company that complies with local and state laws. Bird works with municipalities across the country to develop rules that guide public shared mobility solutions. Bird is exclusively a scooter company and does not offer other vehicles at this time.

On February 14, 2018, Bird and Santa Monica resolved a lawsuit. Under the agreement, the city agreed to dismiss the nine original misdemeanor counts, and the company agreed to plead no contest to a single infraction of the city's municipal code and agreed to secure proper licenses to operate there.

Note: Bird Rides, Inc. does not have an organization chart of the entire company that it is able to share.

Bird was legally founded in June 2017 and has begun operating in Santa Monica on September 1, 2017.

Names of addresses any person or entity has more than a 10% equity stake in Bird Rides, Inc.:

1. Travis VanderZanden, CEO and Founder
Bird Rides Inc., 406 Broadway Ave #369 Santa Monica CA 90401
2. Daniel Friedland, General Partner
Goldcrest Capital, 956 Sherry Lane, Suite 930, Dallas, Texas, 75225
3. David Sacks, Co-Founder
Craft Ventures, 237 Kearny Street, Suite 234, San Francisco, CA 94108

Named Officers of Bird Rides, Inc.:

Travis VanderZanden, CEO and Founder
Bird Rides Inc., 406 Broadway #369 Santa Monica, CA 90401

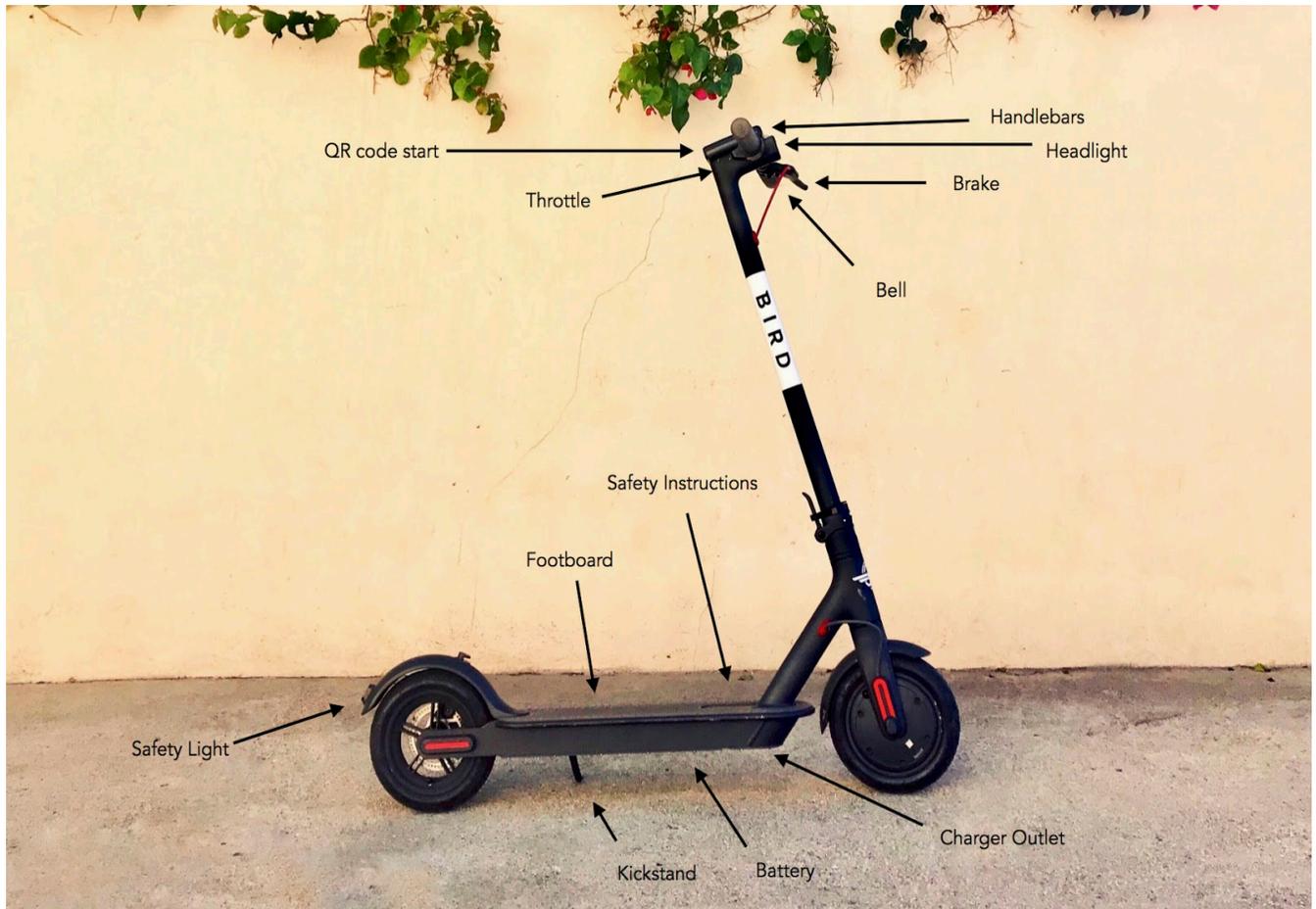
David Estrada, Corporate Secretary and Chief Legal Officer
Bird Scooters, 406 Broadway #369 Santa Monica, CA 90401





Equipment

Our vehicle is completely electric and provides a comfortable yet efficient ride. With a top speed of 15 miles per hour, the Bird scooter will get the rider to their destination on time. The four-digit identification is located in between the handle bars.





Launch

The number of scooters operating in each city varies depending on a variety of reasons, especially ridership levels. With about 1,500 scooters currently in Santa Monica, the city has proposed to regulate fleet size based on the number of average rides per day per vehicle rather than a static, arbitrary limit on the number of scooters in their city. This allows fleets to slowly grow in size as more people adopt sustainable modes of transportation.

There are pitfalls that come with both oversupplying and undersupplying fleets. If there are too few scooters available and riders are not able to easily find one, it encourages them to seek out other, less sustainable transportation modes such as Transportation Network Companies (TNCs) or simply driving themselves.

San Francisco, for example, is imposing a highly restrictive static cap of 250 scooters per permit. This will ultimately undermine their goal to have equitable distribution of sustainable transportation options throughout the city and force service into a limited, highly trafficked area.

Bird is committed to using the utilization model to help keep streets free of clutter and provide scooter to those who need and will use them.





Device Communications

Bird Scooters are electric vehicles monitored by a highly skilled team of engineers and analysts via GPS. We are able to track the location, vehicle battery, and status (in ride or ready to ride) of any vehicle in our fleet at any time. We created our own operations system to maintain our data on all vehicles and riders.

Data on each ride is collected in a data base. We collect ride start, ride end, length of ride in miles, length of ride in minutes, battery level, vehicle ID and emissions saved. Data sharing is something Bird is excited to offer to our partner Cities. We are happy to create and submit a monthly report or display lines of data like this website we created for the City of Austin.

<https://gbfs.bird.co/austin>

Riders use their smart phones to access our app and scooters. The vehicle "brain" communicates with the users account via blue tooth. A user gives access to their location and their camera on their smart phone. The camera is used at the end of the ride to take picture to ensure safe parking.

Bird HQ is located on Electric Avenue in Venice, CA. Additional warehouses for storage, operations are located in Culver City and Compton CA.

Bird agrees to provide a minimum of 250 devices at the launch of the Santa Monica Shared Mobility Pilot.





Fare Structure

A Bird ride costs \$1 to start and 0.15 cents a minute thereafter. There are no additional sign-up fees or out-of-system costs. Bird offers a low-income pricing plan as well as a discount for active military members and veterans. Both One Bird (our low-income plan) and Red, White, and Bird (our discount for members of the armed services and veterans) waive the \$1 start fee. We are continuing to add new features to our low-income plan, collaborating with cities on other payment programs to meet their residents' needs for qualified riders and a cash payment option for non-banked riders, including integration into the TAP payment system.

Bird's low-income plan is available to anyone currently enrolled in or eligible for state or federal assistance programs; we will also work to align eligibility with Metro's Reduced Fare Programs. To enroll in Bird's low-income plan, users simply have to email proof of enrollment in a qualifying program along with their full name and phone number to one@bird.co. Approval takes between two and three days.

Hours of operation

Bird scooters are available to ride from approximately 5am to 9pm.

Staffing plan

Bird is a local company with offices in Santa Monica, Venice, Culver City, and Compton. The vast majority of our staff are local. Specifically, we have a team of community and government relations staff that include local residents who are available to respond to real time situations. Over the past few months, our government relations team has had a positive collaborative relationship with City staff. We also have multiple full-time staff members who live in Santa Monica and can be mobilized in case of an emergency request from the City in regard to Bird scooters.





Plan for rebalancing

Bird scooters are taken off the streets nightly for charging, inspection, and repair. They are returned to pre-designated “nests” distributed throughout the city every morning (please note hours of operation above). Nests are placed throughout the city to assure city-wide coverage. During particularly busy days, when overconcentration of scooters begins to become an issue, Bird is able to deploy teams to areas where scooters have become concentrated to redeploy them in other places in the city. Because each scooter is equipped with GPS, we are able to monitor, in real time, the locations of individual scooters in our fleets. This allows us to respond quickly to overconcentration of scooters in any location.

Bird’s 24-hour customer service number is 1.866.205.2442. Customers can reach a live person at that number 24 hours a day and riders can also report any safety issues or maintenance concerns through our app. Translation services are available through our customer service number in several languages, with more being added each week. This number is also displayed in our app, on our website, and on each individual scooter. The text for support function in our app is another great way to contact our help staff.

Issues that can be resolved through the helpline include the need to dispatch people to move poorly-parked scooters that are blocking the public right-of-way, or they otherwise need to be relocated. Most responses can be handled under two hours. Bird has internal procedures to escalate reported issues through our Trust and Safety division when necessary.

Bird has been and remains committed to working with law enforcement in the event of emergencies and investigations.

Device maintenance

As noted above, Bird scooters are removed from the streets nightly for charging. As part of this process, chargers perform routine inspections on the scooters they charge that night. Minor repairs are handled by mechanics and more significant repairs are handled at our facilities in Compton or Culver City before Birds are returned to the wild. Riders are also able to report damaged Birds through the app. A Bird that is marked damaged is promptly taken off the streets, the level of damage assessed, and appropriate repairs are initiated.





Parking, Helmets & Roadway Safety

Currently, Bird explicitly instructs riders on the proper way to park their scooters -- in the furniture zone, not blocking pathways, entrances, or exits, etc. -- in the app and on our website. At the end of every ride, riders are instructed to photograph their Bird to “Verify proper parking.” The prompt also reminds them not to block the sidewalk or any entrances or exits. These photos are available for review if we receive complaints about a poorly parked Bird. The photos allow us to verify whether the Bird was parked properly and, if necessary, allow us to follow up with the rider that parked the Bird improperly. We first engage these riders to remind them about proper parking procedures. Repeat offenders can expect to have their accounts suspended or canceled.

In some cities, we have begun working with municipal authorities to create designated dockless bike/scooter parking areas in parts of the city that are particularly crowded. So long as these parking spaces -- often the size of one car parking space -- are on every block, it allows us to continue to provide ubiquitous access to Birds in a way that remains orderly in high-traffic areas. This can be managed through GPS geofencing, in-app and push notification reminders specific to the city. This would be in addition to physical signage clearly designating certain parts of the sidewalk as dockless vehicle parking.

Our chargers are also explicitly instructed on how and where to deploy vehicles. When certain nests have been deployed incorrectly, the individual ID numbers of the Birds in those nests are linked to the charger who deployed them, making it easy for us to follow up with that person and remind them how to deploy Bird nests. Repeat offenders can have their charging privileges suspended and, if necessary, terminated.

Bird requires all new riders to watch a video on proper parking and riding behavior when they sign up. This information is also on our website and listed on each individual scooter. We are currently working with the city on rider education strategies. In the city of Santa Monica, Bird has deployed safety ambassadors designed to proactively and positively engage riders to remind them about proper behavior. We are also currently deploying a social media ad campaign aimed at particular problem areas of rider behavior.





Community Partnership

We are also engaging with local community partners -- more information below -- about community outreach and education. Recently, Bird representatives visited the Familias Latinas Unidas (FLU) parent group at Virginia Avenue Park to discuss safety, proper Bird riding and etiquette, as well as to answer concerns they had about safety. We are now planning a follow up meeting with them that will include a "safe riding" live demonstration and practice component. This can be replicated with any number of community organizations within the city.

Engagement with groups like FLU and PTAs in Santa Monica will be particularly important in order to make sure that parents are aware that no one under the age of 18 is allowed to ride Bird scooters and that a driver's license is also required. This is noted also in our app, on our website, and on every individual scooter.

This is in addition to the fact that Bird requires all new users to scan a photo of their driver's license. These photos are then reviewed and authenticated to assure that they are valid and that their owner is, indeed, is above the required age limit. We will work with law enforcement to identify cases of underage riding and will speak directly to the owners of any accounts which are being used by underage riders to make sure they understand the law. Accounts of repeat offenders will be suspended or canceled.





Education

On our website, in our app, and on every individual scooter, we make it clear that wearing a helmet is required by law. We also give helmets away to riders through our app, requiring that they only pay the nominal cost of shipping -- about \$3. To date, we have given away approximately 40,000 helmets. Our safety ambassador team also engages riders to remind them that a helmet is required by law. Bird has also engaged in community helmet giveaways. This is an opportunity not only to provide helmets to the community members who use our service, but also to let them know that it is mandatory to wear them when riding. Recently, Bird has engaged local businesses and Santa Monica Travel and Tourism to be "helmet hubs" where people can pick up helmets at no cost to use while riding Bird.

Bird will continue to broadcast all the rules of the road, including the fact that riding on sidewalks is illegal, through multiple channels -- in our app, on our website, and on every individual scooter. This will also be a part of our social media safety campaign as well as one of the primary focuses of our safety ambassador program. We will also work with local law enforcement and city officials to assist with enforcement and education campaigns around this and other rider behavior concerns. Bird representatives will also continue to regularly visit with local community groups and incorporate ongoing safety messaging and proper rider behavior messaging.

As Bird continues to develop technological capabilities to address safety concerns, we will work closely and cooperatively with the city and law enforcement issues to understand the unique concerns of the community and to assure that our strategies are developed concurrently and in coordination with the goals of local officials. Continue and open input from local officials will assure that our approach fits with the needs of Santa Monica.





Engagement

Bird has already been engaging with the community, but these efforts will be doubled down during the pilot program with more helmet giveaways, interactive exhibits with neighborhood organizations around proposed solutions to issues that may arise during the pilot. We will engage different groups around the City including, but not limited too. Police Activity League, SMMUSD Education Foundation, SM Spoke, neighborhood groups (NOMA, Wilmont, MidCity, OPA, Sunset Park and NE), Community Corp of Santa Monica around low-income plan sign ups, Downtown SM Inc, and other organizations. We will have booths at community events to do user education on rules of the road and provide free helmets these community events include National Night Out, Jazz on the Lawn, Farmers Markets, COAST, etc.

We will be discussing possible workshops with high school Senior classes around the rules of the road on using scooters. We will work in partnership with SMPD around user education PSA's for the community, we will create our own viral videos to make safety looks cool. We will continue doing helmet giveaways in the community, and we will be doing safety outreach to various organizations to use their platforms to promote safety. We started are Safety Ambassador Program in Santa Monica along the beach path and in the Downtown area. Our Safety Ambassadors direct users to ride in bike lanes and not on sidewalks, they move parked Birds out of the PRW to ensure Birds are not blocking ADA access, they also pass out safety reminders telling riders that they need to wear a helmet, ride in bike lanes and park nicely keeping sidewalks clear.





Public Information

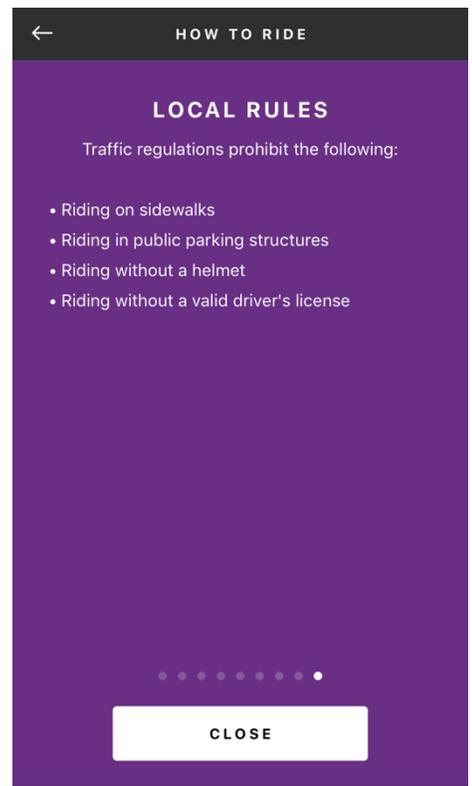
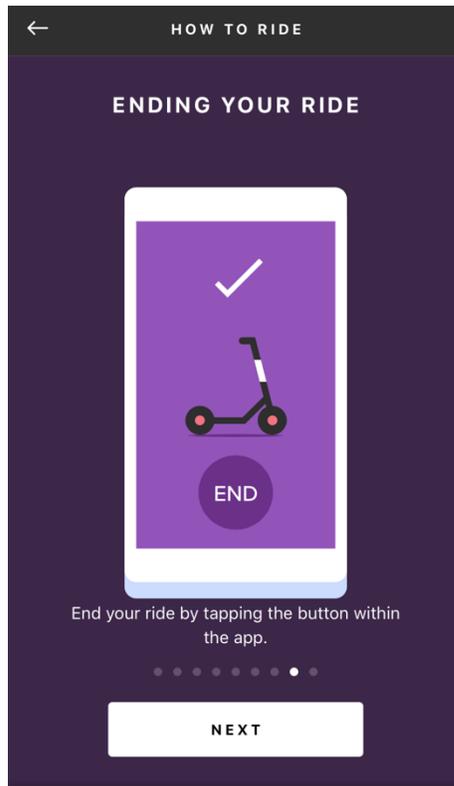
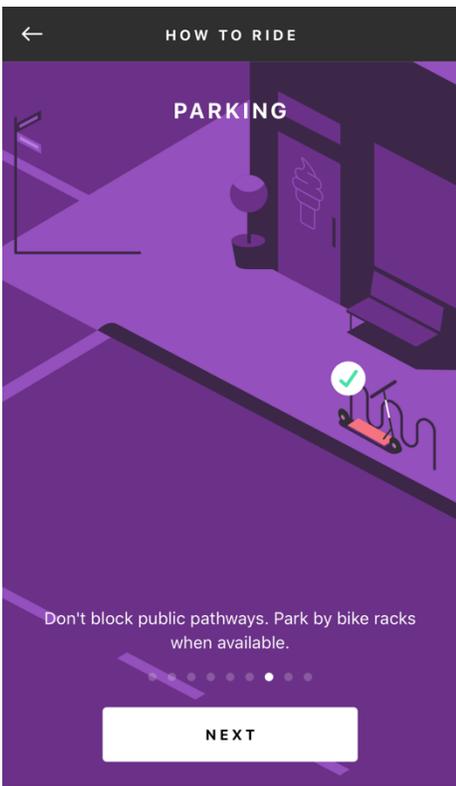
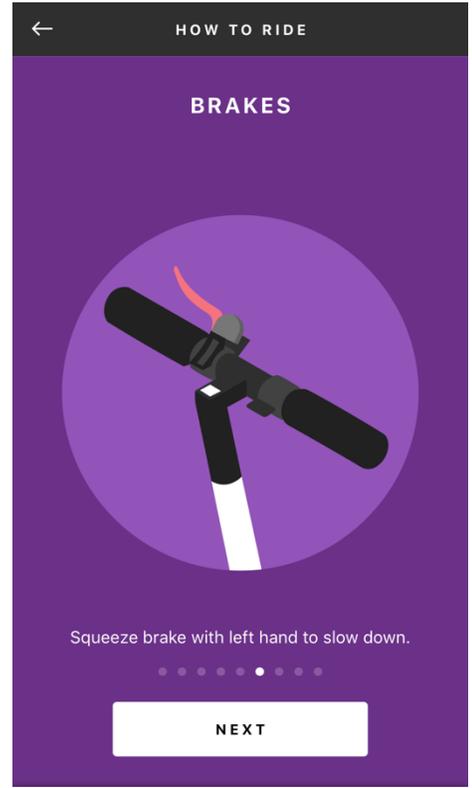
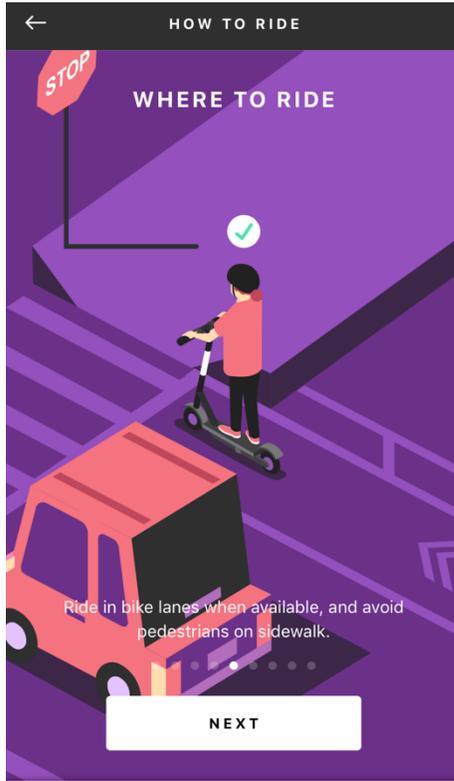
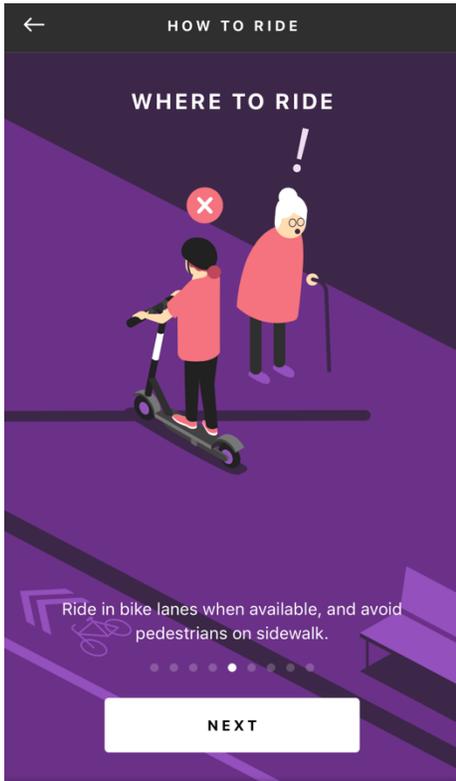
Users- For our users we have safety messaging throughout the app and now every user must watch a safety tutorial video before they can take their 1st ride. We also provide free helmets in our app that any user can request for free. (Please see safety tutorial on the next page)

Non-users- We do social media buys around safety messaging to reach a wider audience, we have ads running on Santa Monica Big Blue Bus and through public events pass out information on how to share the road with scooters.

We have entered into a partnership with SCAG Go Human campaign to create scooter signs and safety messaging for all active modes including scooters in the LA market including Santa Monica. Go Human signs will be able to be requested from the Go Human team by the time the pilot program goes live. They will also be buying ad space including bus shelters, and billboards in the LA market that will have additional safety messaging. We will continue promoting safety messaging on social media platforms and Big Blue Bus.

We are currently in talks with companies that provide tap card capabilities amongst multiple modes of transit. We are exploring possible partnerships with these agencies around interoperability through something similar to a tap card.







Data

Data on each ride is collected in a data base. We collect ride start, ride end, length of ride in miles, length of ride in minutes, battery level, vehicle ID, ride route and emissions saved. Data sharing is something Bird is excited to offer to our partner Cities. We are happy to create and submit a monthly report or display lines of data in an API like this website we created for the City of Austin.

<https://gbfs.bird.co/austin>

We understand that the City of Santa Monica would like, use the LADOT Mobility Data Specifications. Bird is already working to comply to with those specifications.

Data can be reported via website like Austin or through a monthly report like Charlotte shown below.

	Category	Description	Value	Unit	Begin	End	Definition/Clarifications
Trips	Total trips	Monthly Total *		trips	Fri, 6/01	Sat, 6/30	Total number of trips taken this month and Total trips taken each week <i>Note: A full week begins on Monday and ends on Sunday.</i> If the month ends or begins in the middle of a week, do not include data from other months. For example, December 2017 starts on a Friday, so Week 1 should only include data from Friday, Dec 1 through Sunday, Dec 3.
		Week 1 (6/1 - 6/3) *		trips	Fri, 6/01	Sun, 6/03	
		Week 2 (6/4 - 6/10) *		trips	Mon, 6/04	Sun, 6/10	
		Week 3 (6/11 - 6/17) *		trips	Mon, 6/11	Sun, 6/17	
		Week 4 (6/18 - 6/24) *		trips	Mon, 6/18	Sun, 6/24	
		Week 5 (6/25 - 6/30) *		trips	Mon, 6/25	Sat, 6/30	
	Total trip distance	Monthly total *		miles	Fri, 6/01/18	Sat, 6/30/18	Total distance biked for all trips that were made this month, quarter, and year. <i>See begin and end dates for clarification on time frames</i>
		Quarterly Total (QTR 2) *		miles	Sun, 4/01/18	Sat, 6/30/18	
		Annual total *		miles	Mon, 1/01/18	Mon, 12/31/18	
	Average trip	Average distance biked *		miles			Average length of trips made this month, by distance (miles) and time (minutes)
Average duration of trip *			minutes	Fri, 6/01	Sat, 6/30		
Scooters	Scooters in Circulation	Week 1 (6/1 - 6/3) *		scooters	Fri, 6/01	-	Number of scooters available to use on the first day of each week, and on the last day of the month <i>Note: A full week begins on Monday and ends on Sunday.</i> If the month ends or begins in the middle of a week, do not include data from other months. For example, December 2017 starts on a Friday, so Week 1 should only include data from Friday, Dec 1 through Sunday, Dec 3.
		Week 2 (6/4 - 6/10) *		scooters	Mon, 6/04	-	
		Week 3 (6/11 - 6/17) *		scooters	Mon, 6/11	-	
		Week 4 (6/18 - 6/24) *		scooters	Mon, 6/18	-	
		Week 5 (6/25 - 6/30) *		scooters	Mon, 6/25	-	
						-	
	Scooter usage	Daily trips per scooter *		trips	Fri, 6/01	Sat, 6/30	Average number of trips per scooter per day
	Damages & Repairs	Scooters vandalized*		scooters			Total number of scooters that were vandalized, damaged, and repaired during this month
		Scooters damaged*		scooters	Fri, 6/01	Sat, 6/30	
Scooters repaired*			scooters				

User Data

Bird does not store any personal financial information. Payment information is handled by our third-party administrator stripe.

Bird does not and will not sell any user data. Bird is committed to protecting our user data.





Relationships

Bird looks forward to our continued relationship with the City of Santa Monica. Our monthly reports can include, face to face or phone check-ins with City officials and the Department of Transportation. Santa Monica is Bird's home City and we look forward to a cooperative working relationship.

Customer satisfaction is of the utmost importance. We have a 5-star rating on our app and routinely collect user feedback that we review company wide. We are also developing ways to poll customers around more substantive service questions and themes.





The Following Documents:

1. PCI Compliance
2. Non-Discrimination Policy Acknowledgement
3. Non-Collusion Affidavit
4. Indemnification and Insurance Agreement
5. Insurance Document
6. Oak Initiative Disclosure Form





Payment Card Industry (PCI)
Data Security Standard
**Self-Assessment Questionnaire A
and Attestation of Compliance**

**Card-not-present Merchants,
All Cardholder Data Functions Fully Outsourced**

For use with PCI DSS Version 3.2

Revision 1.1

January 2017

Document Changes

Date	PCI DSS Version	SAQ Revision	Description
October 2008	1.2		To align content with new PCI DSS v1.2 and to implement minor changes noted since original v1.1.
October 2010	2.0		To align content with new PCI DSS v2.0 requirements and testing procedures.
February 2014	3.0		To align content with PCI DSS v3.0 requirements and testing procedures and incorporate additional response options.
April 2015	3.1		Updated to align with PCI DSS v3.1. For details of PCI DSS changes, see <i>PCI DSS – Summary of Changes from PCI DSS Version 3.0 to 3.1</i> .
July 2015	3.1	1.1	Updated version numbering to align with other SAQs.
April 2016	3.2	1.0	Updated to align with PCI DSS v3.2. For details of PCI DSS changes, see <i>PCI DSS – Summary of Changes from PCI DSS Version 3.1 to 3.2</i> . Requirements added from PCI DSS v3.2 Requirements 2, 8, and 12.
January 2017	3.2	1.1	Updated Document Changes to clarify requirements added in the April 2016 update. Added note to Before You Begin section to clarify intent of inclusion of PCI DSS Requirements 2 and 8.

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Before You Begin

SAQ A has been developed to address requirements applicable to merchants whose cardholder data functions are completely outsourced to validated third parties, where the merchant retains only paper reports or receipts with cardholder data.

SAQ A merchants may be either e-commerce or mail/telephone-order merchants (card-not-present), and do not store, process, or transmit any cardholder data in electronic format on their systems or premises.

SAQ A merchants confirm that, for this payment channel:

- Your company accepts only card-not-present (e-commerce or mail/telephone-order) transactions;
- All processing of cardholder data is entirely outsourced to PCI DSS validated third-party service providers;
- Your company does not electronically store, process, or transmit any cardholder data on your systems or premises, but relies entirely on a third party(s) to handle all these functions;
- Your company has confirmed that all third party(s) handling storage, processing, and/or transmission of cardholder data are PCI DSS compliant; **and**
- Any cardholder data your company retains is on paper (for example, printed reports or receipts), and these documents are not received electronically.

Additionally, for e-commerce channels:

- All elements of the payment page(s) delivered to the consumer's browser originate only and directly from a PCI DSS validated third-party service provider(s).

This SAQ is not applicable to face-to-face channels.

This shortened version of the SAQ includes questions that apply to a specific type of small merchant environment, as defined in the above eligibility criteria. If there are PCI DSS requirements applicable to your environment that are not covered in this SAQ, it may be an indication that this SAQ is not suitable for your environment. Additionally, you must still comply with all applicable PCI DSS requirements in order to be PCI DSS compliant.

Note: *For this SAQ, PCI DSS Requirements that address the protection of computer systems (for example, Requirements 2 and 8) apply to e-commerce merchants that redirect customers from their website to a third party for payment processing, and specifically to the merchant webserver upon which the redirection mechanism is located. Mail order/telephone order (MOTO) or e-commerce merchants that have completely outsourced all operations (where there is no redirection mechanism from the merchant to the third party) and therefore do not have any systems in scope for this SAQ, would consider these requirements to be "not applicable." Refer to guidance on the following pages for how to report requirements that are not applicable.*

PCI DSS Self-Assessment Completion Steps

1. Identify the applicable SAQ for your environment – refer to the *Self-Assessment Questionnaire Instructions and Guidelines* document on PCI SSC website for information.
2. Confirm that your environment is properly scoped and meets the eligibility criteria for the SAQ you are using (as defined in Part 2g of the Attestation of Compliance).
3. Assess your environment for compliance with applicable PCI DSS requirements.
4. Complete all sections of this document:
 - Section 1 (Parts 1 & 2 of the AOC) – Assessment Information and Executive Summary.
 - Section 2 – PCI DSS Self-Assessment Questionnaire (SAQ A)
 - Section 3 (Parts 3 & 4 of the AOC) – Validation and Attestation Details and Action Plan for Non-Compliant Requirements (if applicable)
5. Submit the SAQ and Attestation of Compliance (AOC), along with any other requested documentation—such as ASV scan reports—to your acquirer, payment brand or other requester.

Understanding the Self-Assessment Questionnaire

The questions contained in the “PCI DSS Question” column in this self-assessment questionnaire are based on the requirements in the PCI DSS.

Additional resources that provide guidance on PCI DSS requirements and how to complete the self-assessment questionnaire have been provided to assist with the assessment process. An overview of some of these resources is provided below:

Document	Includes:
PCI DSS <i>(PCI Data Security Standard Requirements and Security Assessment Procedures)</i>	<ul style="list-style-type: none"> • Guidance on Scoping • Guidance on the intent of all PCI DSS Requirements • Details of testing procedures • Guidance on Compensating Controls
SAQ Instructions and Guidelines documents	<ul style="list-style-type: none"> • Information about all SAQs and their eligibility criteria • How to determine which SAQ is right for your organization
<i>PCI DSS and PA-DSS Glossary of Terms, Abbreviations, and Acronyms</i>	<ul style="list-style-type: none"> • Descriptions and definitions of terms used in the PCI DSS and self-assessment questionnaires

These and other resources can be found on the PCI SSC website (www.pcisecuritystandards.org). Organizations are encouraged to review the PCI DSS and other supporting documents before beginning an assessment.

Expected Testing

The instructions provided in the “Expected Testing” column are based on the testing procedures in the PCI DSS, and provide a high-level description of the types of testing activities that should be performed in order to verify that a requirement has been met. Full details of testing procedures for each requirement can be found in the PCI DSS.

Completing the Self-Assessment Questionnaire

For each question, there is a choice of responses to indicate your company's status regarding that requirement. **Only one response should be selected for each question.**

A description of the meaning for each response is provided in the table below:

Response	When to use this response:
Yes	The expected testing has been performed, and all elements of the requirement have been met as stated.
Yes with CCW (Compensating Control Worksheet)	The expected testing has been performed, and the requirement has been met with the assistance of a compensating control. All responses in this column require completion of a Compensating Control Worksheet (CCW) in Appendix B of the SAQ. Information on the use of compensating controls and guidance on how to complete the worksheet is provided in the PCI DSS.
No	Some or all elements of the requirement have not been met, or are in the process of being implemented, or require further testing before it will be known if they are in place.
N/A (Not Applicable)	The requirement does not apply to the organization's environment. (See <i>Guidance for Non-Applicability of Certain, Specific Requirements</i> below for examples.) All responses in this column require a supporting explanation in Appendix C of the SAQ.

Guidance for Non-Applicability of Certain, Specific Requirements

If any requirements are deemed not applicable to your environment, select the "N/A" option for that specific requirement, and complete the "Explanation of Non-Applicability" worksheet in Appendix C for each "N/A" entry.

Legal Exception

If your organization is subject to a legal restriction that prevents the organization from meeting a PCI DSS requirement, check the "No" column for that requirement and complete the relevant attestation in Part 3.

Section 1: Assessment Information

Instructions for Submission

This document must be completed as a declaration of the results of the merchant's self-assessment with the *Payment Card Industry Data Security Standard Requirements and Security Assessment Procedures (PCI DSS)*. Complete all sections: The merchant is responsible for ensuring that each section is completed by the relevant parties, as applicable. Contact acquirer (merchant bank) or the payment brands to determine reporting and submission procedures.

Part 1. Merchant and Qualified Security Assessor Information

Part 1a. Merchant Organization Information

Company Name:	Bird Rides Inc	DBA (doing business as):	Bird		
Contact Name:	Travis VanderZanden	Title:	Company Representative		
Telephone:		E-mail:	travis@bird.co		
Business Address:	520 Broadway	City:	Santa Monica		
State/Province:	CA	Country:	US	Zip:	90401
URL:	http://www.bird.co				

Part 1b. Qualified Security Assessor Company Information (if applicable)

Company Name:					
Lead QSA Contact Name:		Title:			
Telephone:		E-mail:			
Business Address:		City:			
State/Province:		Country:		Zip:	
URL:					

Part 2. Executive Summary

Part 2a. Type of Merchant Business (check all that apply)

<input type="checkbox"/> Retailer	<input type="checkbox"/> Telecommunication	<input type="checkbox"/> Grocery and Supermarkets
<input type="checkbox"/> Petroleum	<input checked="" type="checkbox"/> E-Commerce	<input type="checkbox"/> Mail order/telephone order (MOTO)
<input type="checkbox"/> Others (please specify):		

What types of payment channels does your business serve? <input type="checkbox"/> Mail order/telephone order (MOTO) <input checked="" type="checkbox"/> E-Commerce <input type="checkbox"/> Card-present (face-to-face)	Which payment channels are covered by this SAQ? <input type="checkbox"/> Mail order/telephone order (MOTO) <input checked="" type="checkbox"/> E-Commerce <input type="checkbox"/> Card-present (face-to-face)
--	---

Note: If your organization has a payment channel or process that is not covered by this SAQ, consult your acquirer or payment brand about validation for the other channels.

Part 2b. Description of Payment Card Business

How and in what capacity does your business store, process and/or transmit cardholder data?

We do not store, process and/or transmit cardholder data.

Part 2c. Locations

List types of facilities (for example, retail outlets, corporate offices, data centers, call centers, etc.) and a summary of locations included in the PCI DSS review.

Type of facility	Number of facilities of this type	Location(s) of facility (city, country)
<i>Example: Retail outlets</i>	3	<i>Boston, MA, USA</i>
N/A		

Part 2d. Payment Application

Does the organization use one or more Payment Applications? Yes No

Provide the following information regarding the Payment Applications your organization uses:

Payment Application Name	Version Number	Application Vendor	Is application PA-DSS Listed?	PA-DSS Listing Expiry date (if applicable)
N/A			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	

Part 2e. Description of Environment

Provide a **high-level** description of the environment covered by this assessment.

For example:

- *Connections into and out of the cardholder data environment (CDE).*
- *Critical system components within the CDE, such as POS devices, databases, web servers, etc., and any other necessary payment components, as applicable.*

E-commerce: Our customers dispatch all cardholder data securely to Stripe, our payments processor, via an iframe. Our company's servers receive an opaque token object, from which the original cardholder data cannot be derived.

Does your business use network segmentation to affect the scope of your PCI DSS environment?

(Refer to "Network Segmentation" section of PCI DSS for guidance on network segmentation)

Yes No

Part 2f. Third-Party Service Providers

<p>Does your company use a Qualified Integrator & Reseller (QIR)?</p> <p>If Yes:</p> <p>Name of QIR Company:</p> <p>QIR Individual Name:</p> <p>Description of services provided by QIR:</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>Does your company share cardholder data with any third-party service providers (for example, Qualified Integrator & Resellers (QIR), gateways, payment processors, payment service providers (PSP), web-hosting companies, airline booking agents, loyalty program agents, etc.)?</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

If Yes:

Name of service provider:	Description of services provided:
Stripe, Inc.	Collection, storage and processing of all cardholder data.

Note: Requirement 12.8 applies to all entities in this list.

Part 2g. Eligibility to Complete SAQ A

Merchant certifies eligibility to complete this shortened version of the Self-Assessment Questionnaire because, for this payment channel:

<input checked="" type="checkbox"/>	Merchant accepts only card-not-present (e-commerce or mail/telephone-order) transactions;
<input checked="" type="checkbox"/>	All processing of cardholder data is entirely outsourced to PCI DSS validated third-party service providers;
<input checked="" type="checkbox"/>	Merchant does not electronically store, process, or transmit any cardholder data on merchant systems or premises, but relies entirely on a third party(s) to handle all these functions;
<input checked="" type="checkbox"/>	Merchant has confirmed that all third party(s) handling storage, processing, and/or transmission of cardholder data are PCI DSS compliant; and
<input checked="" type="checkbox"/>	Any cardholder data the merchant retains is on paper (for example, printed reports or receipts), and these documents are not received electronically.
<input checked="" type="checkbox"/>	<i>Additionally, for e-commerce channels:</i> All elements of the payment page(s) delivered to the consumer's browser originate only and directly from a PCI DSS validated third-party service provider(s).

Section 2: Self-Assessment Questionnaire A

Note: The following questions are numbered according to PCI DSS requirements and testing procedures, as defined in the PCI DSS Requirements and Security Assessment Procedures document.

Self-assessment completion date:

2018-06-11

Build and Maintain a Secure Network and Systems

Requirement 2: Do not use vendor-supplied defaults for system passwords and other security parameters

PCI DSS Question		Expected Testing	Response (Check one response for each question)			
			Yes	Yes with CCW	No	N/A
2.1	(a) Are vendor-supplied defaults always changed before installing a system on the network? <i>This applies to ALL default passwords, including but not limited to those used by operating systems, software that provides security services, application and system accounts, point-of-sale (POS) terminals, payment applications, Simple Network Management Protocol (SNMP) community strings, etc.).</i>	<ul style="list-style-type: none"> Review policies and procedures Examine vendor documentation Observe system configurations and account settings Interview personnel 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	(b) Are unnecessary default accounts removed or disabled before installing a system on the network?	<ul style="list-style-type: none"> Review policies and procedures Review vendor documentation Examine system configurations and account settings Interview personnel 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Implement Strong Access Control Measures

Requirement 8: Identify and authenticate access to system components

PCI DSS Question		Expected Testing	Response (Check one response for each question)			
			Yes	Yes with CCW	No	N/A
8.1.1	Are all users assigned a unique ID before allowing them to access system components or cardholder data?	<ul style="list-style-type: none"> ▪ Review password procedures ▪ Interview personnel 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.1.3	Is access for any terminated users immediately deactivated or removed?	<ul style="list-style-type: none"> ▪ Review password procedures ▪ Examine terminated users accounts ▪ Review current access lists ▪ Observe returned physical authentication devices 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.2	<p>In addition to assigning a unique ID, is one or more of the following methods employed to authenticate all users?</p> <ul style="list-style-type: none"> ▪ Something you know, such as a password or passphrase ▪ Something you have, such as a token device or smart card ▪ Something you are, such as a biometric 	<ul style="list-style-type: none"> ▪ Review password procedures ▪ Observe authentication processes 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.2.3	<p>(a) Are user password parameters configured to require passwords/passphrases meet the following?</p> <ul style="list-style-type: none"> • A minimum password length of at least seven characters • Contain both numeric and alphabetic characters <p>Alternatively, the passwords/passphrases must have complexity and strength at least equivalent to the parameters specified above.</p>	<ul style="list-style-type: none"> ▪ Examine system configuration settings to verify password parameters 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PCI DSS Question		Expected Testing	Response (Check one response for each question)			
			Yes	Yes with CCW	No	N/A
8.5	Are group, shared, or generic accounts, passwords, or other authentication methods prohibited as follows: <ul style="list-style-type: none"> ▪ Generic user IDs and accounts are disabled or removed; ▪ Shared user IDs for system administration activities and other critical functions do not exist; and ▪ Shared and generic user IDs are not used to administer any system components? 	<ul style="list-style-type: none"> ▪ Review policies and procedures ▪ Examine user ID lists ▪ Interview personnel 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Requirement 9: Restrict physical access to cardholder data

PCI DSS Question		Expected Testing	Response (Check one response for each question)			
			Yes	Yes with CCW	No	N/A
9.5	Are all media physically secured (including but not limited to computers, removable electronic media, paper receipts, paper reports, and faxes)? <i>For purposes of Requirement 9, "media" refers to all paper and electronic media containing cardholder data.</i>	<ul style="list-style-type: none"> ▪ Review policies and procedures for physically securing media ▪ Interview personnel 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9.6	(a) Is strict control maintained over the internal or external distribution of any kind of media?	<ul style="list-style-type: none"> ▪ Review policies and procedures for distribution of media 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	(b) Do controls include the following:					
9.6.1	Is media classified so the sensitivity of the data can be determined?	<ul style="list-style-type: none"> ▪ Review policies and procedures for media classification ▪ Interview security personnel 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

PCI DSS Question		Expected Testing	Response (Check one response for each question)			
			Yes	Yes with CCW	No	N/A
9.6.2	Is media sent by secured courier or other delivery method that can be accurately tracked?	<ul style="list-style-type: none"> Interview personnel Examine media distribution tracking logs and documentation 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9.6.3	Is management approval obtained prior to moving the media (especially when media is distributed to individuals)?	<ul style="list-style-type: none"> Interview personnel Examine media distribution tracking logs and documentation 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9.7	Is strict control maintained over the storage and accessibility of media?	<ul style="list-style-type: none"> Review policies and procedures 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9.8	(a) Is all media destroyed when it is no longer needed for business or legal reasons?	<ul style="list-style-type: none"> Review periodic media destruction policies and procedures 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	(c) Is media destruction performed as follows:					
9.8.1	(a) Are hardcopy materials cross-cut shredded, incinerated, or pulped so that cardholder data cannot be reconstructed?	<ul style="list-style-type: none"> Review periodic media destruction policies and procedures Interview personnel Observe processes 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	(b) Are storage containers used for materials that contain information to be destroyed secured to prevent access to the contents?	<ul style="list-style-type: none"> Examine security of storage containers 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Maintain an Information Security Policy

Requirement 12: *Maintain a policy that addresses information security for all personnel*

Note: For the purposes of Requirement 12, “personnel” refers to full-time part-time employees, temporary employees and personnel, and contractors and consultants who are “resident” on the entity’s site or otherwise have access to the company’s site cardholder data environment.

PCI DSS Question		Expected Testing	Response (Check one response for each question)			
			Yes	Yes with CCW	No	N/A
12.8	Are policies and procedures maintained and implemented to manage service providers with whom cardholder data is shared, or that could affect the security of cardholder data, as follows:					
12.8.1	Is a list of service providers maintained, including a description of the service(s) provided?	<ul style="list-style-type: none"> Review policies and procedures Observe processes Review list of service providers 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.8.2	Is a written agreement maintained that includes an acknowledgement that the service providers are responsible for the security of cardholder data the service providers possess or otherwise store, process, or transmit on behalf of the customer, or to the extent that they could impact the security of the customer’s cardholder data environment? <i>Note: The exact wording of an acknowledgement will depend on the agreement between the two parties, the details of the service being provided, and the responsibilities assigned to each party. The acknowledgement does not have to include the exact wording provided in this requirement.</i>	<ul style="list-style-type: none"> Observe written agreements Review policies and procedures 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.8.3	Is there an established process for engaging service providers, including proper due diligence prior to engagement?	<ul style="list-style-type: none"> Observe processes Review policies and procedures and supporting documentation 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PCI DSS Question		Expected Testing	Response (Check one response for each question)			
			Yes	Yes with CCW	No	N/A
12.8.4	Is a program maintained to monitor service providers' PCI DSS compliance status at least annually?	<ul style="list-style-type: none"> ▪ Observe processes ▪ Review policies and procedures and supporting documentation 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.8.5	Is information maintained about which PCI DSS requirements are managed by each service provider, and which are managed by the entity?	<ul style="list-style-type: none"> ▪ Observe processes ▪ Review policies and procedures and supporting documentation 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.10.1	(a) Has an incident response plan been created to be implemented in the event of system breach?	<ul style="list-style-type: none"> ▪ Review the incident response plan ▪ Review incident response plan procedures 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Appendix A: Additional PCI DSS Requirements

Appendix A1: Additional PCI DSS Requirements for Shared Hosting Providers

This appendix is not used for merchant assessments.

Appendix A2: Additional PCI DSS Requirements for Entities using SSL/early TLS

This appendix is not used for SAQ A merchant assessments

Appendix A3: Designated Entities Supplemental Validation (DESV)

This Appendix applies only to entities designated by a payment brand(s) or acquirer as requiring additional validation of existing PCI DSS requirements. Entities required to validate to this Appendix should use the DESV Supplemental Reporting Template and Supplemental Attestation of Compliance for reporting, and consult with the applicable payment brand and/or acquirer for submission procedures.

Appendix B: Compensating Controls Worksheet

Use this worksheet to define compensating controls for any requirement where “YES with CCW” was checked.

Note: Only companies that have undertaken a risk analysis and have legitimate technological or documented business constraints can consider the use of compensating controls to achieve compliance.

Refer to Appendices B, C, and D of PCI DSS for information about compensating controls and guidance on how to complete this worksheet.

Requirement Number and Definition:

	Information Required	Explanation
1. Constraints	List constraints precluding compliance with the original requirement.	
2. Objective	Define the objective of the original control; identify the objective met by the compensating control.	
3. Identified Risk	Identify any additional risk posed by the lack of the original control.	
4. Definition of Compensating Controls	Define the compensating controls and explain how they address the objectives of the original control and the increased risk, if any.	
5. Validation of Compensating Controls	Define how the compensating controls were validated and tested.	
6. Maintenance	Define process and controls in place to maintain compensating controls.	

Section 3: Validation and Attestation Details

Part 3. PCI DSS Validation

This AOC is based on results noted in SAQ A (Section 2), dated (SAQ completion date).

Based on the results documented in the SAQ A noted above, the signatories identified in Parts 3b-3d, as applicable, assert(s) the following compliance status for the entity identified in Part 2 of this document: **(check one)**:

<input checked="" type="checkbox"/>	<p>Compliant: All sections of the PCI DSS SAQ are complete, all questions answered affirmatively, resulting in an overall COMPLIANT rating; thereby (Merchant Company Name) has demonstrated full compliance with the PCI DSS.</p>						
<input type="checkbox"/>	<p>Non-Compliant: Not all sections of the PCI DSS SAQ are complete, or not all questions are answered affirmatively, resulting in an overall NON-COMPLIANT rating, thereby (Merchant Company Name) has not demonstrated full compliance with the PCI DSS.</p> <p>Target Date for Compliance:</p> <p>An entity submitting this form with a status of Non-Compliant may be required to complete the Action Plan in Part 4 of this document. <i>Check with your acquirer or the payment brand(s) before completing Part 4.</i></p>						
<input type="checkbox"/>	<p>Compliant but with Legal exception: One or more requirements are marked “No” due to a legal restriction that prevents the requirement from being met. This option requires additional review from acquirer or payment brand.</p> <p><i>If checked, complete the following:</i></p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 35%;">Affected Requirement</th> <th>Details of how legal constraint prevents requirement being met</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Affected Requirement	Details of how legal constraint prevents requirement being met				
Affected Requirement	Details of how legal constraint prevents requirement being met						

Part 3a. Acknowledgement of Status

Signatory(s) confirms:

(Check all that apply)

<input checked="" type="checkbox"/>	PCI DSS Self-Assessment Questionnaire A, Version (version of SAQ), was completed according to the instructions therein.
<input checked="" type="checkbox"/>	All information within the above-referenced SAQ and in this attestation fairly represents the results of my assessment in all material respects.
<input checked="" type="checkbox"/>	I have confirmed with my payment application vendor that my payment system does not store sensitive authentication data after authorization.
<input checked="" type="checkbox"/>	I have read the PCI DSS and I recognize that I must maintain PCI DSS compliance, as applicable to my environment, at all times.
<input checked="" type="checkbox"/>	If my environment changes, I recognize I must reassess my environment and implement any additional PCI DSS requirements that apply.

Part 3a. Acknowledgement of Status (continued)

- No evidence of full track data¹, CAV2, CVC2, CID, or CVV2 data², or PIN data³ storage after transaction authorization was found on ANY system reviewed during this assessment.
- ASV scans are being completed by the PCI SSC Approved Scanning Vendor (*ASV Name*)

Part 3b. Merchant Attestation

Travis VanderZanden

<i>Signature of Merchant Executive Officer</i> ↑	<i>Date:</i> 2018-06-11
<i>Merchant Executive Officer Name:</i> Travis VanderZanden	<i>Title:</i> Company Representative

Part 3c. Qualified Security Assessor (QSA) Acknowledgement (if applicable)

If a QSA was involved or assisted with this assessment, describe the role performed:

<i>Signature of Duly Authorized Officer of QSA Company</i> ↑	<i>Date:</i>
<i>Duly Authorized Officer Name:</i>	<i>QSA Company:</i>

Part 3d. Internal Security Assessor (ISA) Involvement (if applicable)

If an ISA(s) was involved or assisted with this assessment, identify the ISA personnel and describe the role performed:

¹ Data encoded in the magnetic stripe or equivalent data on a chip used for authorization during a card-present transaction. Entities may not retain full track data after transaction authorization. The only elements of track data that may be retained are primary account number (PAN), expiration date, and cardholder name.

² The three- or four-digit value printed by the signature panel or on the face of a payment card used to verify card-not-present transactions.

³ Personal identification number entered by cardholder during a card-present transaction, and/or encrypted PIN block present within the transaction message.

Part 4. Action Plan for Non-Compliant Requirements

Select the appropriate response for “Compliant to PCI DSS Requirements” for each requirement. If you answer “No” to any of the requirements, you may be required to provide the date your Company expects to be compliant with the requirement and a brief description of the actions being taken to meet the requirement.

Check with your acquirer or the payment brand(s) before completing Part 4.

PCI DSS Requirement*	Description of Requirement	Compliant to PCI DSS Requirements (Select One)		Remediation Date and Actions (If “NO” selected for any Requirement)
		YES	NO	
2	Do not use vendor-supplied defaults for system passwords and other security parameters	<input type="checkbox"/>	<input type="checkbox"/>	
8	Identify and authenticate access to system components	<input type="checkbox"/>	<input type="checkbox"/>	
9	Restrict physical access to cardholder data	<input type="checkbox"/>	<input type="checkbox"/>	
12	Maintain a policy that addresses information security for all personnel	<input type="checkbox"/>	<input type="checkbox"/>	

* PCI DSS Requirements indicated here refer to the questions in Section 2 of the SAQ.





EXHIBIT A

City of Santa Monica Non-Discrimination Policy Acknowledgment

A. Discrimination.

Discrimination in the provision of services may include, but not be limited to the following:

- (a) Denying any person any service, or benefit or the availability of a facility.
 - (b) Providing any service, or benefit to any person which is not equivalent, or in a non-equivalent manner or at a non-equivalent time, from that provided to others.
 - (c) Subjecting any persons to segregation or separate treatment in any manner related to the receipt of any service.
 - (d) Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
 - (e) Treating any person differently from others in determining admission, enrollment, quota, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit.
- (1) Consultant shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability.
 - (2) Consultant shall further establish and maintain written procedures under which any person applying for or receiving services hereunder, may seek resolution from Consultant of a complaint with respect to any alleged discrimination in the provision of services by Consultant's personnel.

At any time any person applies for services under this Agreement, he or she shall be advised by Consultant of these procedures. A copy of these procedures shall be posted by Consultant in a conspicuous place, available and open to the public, in each of Consultant's facilities where services are provided hereunder.

B. Non-discrimination in Employment

- (1) Consultant certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability in accordance with the requirements of City, State or Federal law. Consultant shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with the requirements of City, State and Federal law. Such shall include, but not be limited to, the following:
 - (a) Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
 - (b) Selection for training, including apprenticeship.

- (2) Consultant agrees to post in conspicuous places in each of Consultant's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this non-discrimination policy.
- (3) Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with the requirements of City, State or Federal law.
- (4) Consultant shall send to each labor union or representative coworkers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Consultant's commitments under this non-discrimination policy.
- (5) Consultant certifies and agrees that it will deal with its sub-consultants, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with the requirements of City, State and Federal law.
- (6) In accordance with applicable State and Federal law, Consultant shall allow duly authorized representatives of the County, State, and Federal government access to its employment records during regular business hours in order to verify compliance with this non-discrimination policy. Consultant shall provide other information and records as the representatives may require in order to verify compliance with this non-discrimination policy.
- (7) If City finds that any of the provisions of this non-discrimination policy have been violated, the same shall constitute a material breach of agreement upon which City may determine to cancel, terminate, or suspend this Agreement. While City reserves the right to determine independently that this nondiscrimination policy has been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Consultant has violated State or Federal non-discrimination laws shall constitute a finding by City that Consultant has violated the provisions of this non-discrimination policy.
- (8) The parties agree that in the event Consultant violates any of the non-discrimination policies set forth herein, City shall be entitled, at its option, to the sum of five hundred dollars (\$500) pursuant to Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating or suspending this Agreement.
- (9) Consultant hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by applicable Federal Regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Consultant receiving Federal Financial Assistance.



 _____ 7/26/18 _____
 Signature/Date

 Bird Rides, Inc.
 Name of Proposer

EXHIBIT B



NON-COLLUSION DECLARATION TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }

David Estrada, being first duly sworn, deposes, and says: that He/She is:
Secretary

(Insert "Sole Owner," "A Partner", "President," "Secretary," or other proper title)

of Bird Rides, Inc.
(Insert name of proposer)

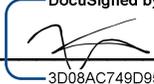
Who submits herewith to the City of Santa Monica the attached proposal; that He, She, It, or They is (are) the person(s) whose name(s) is (are) (strike out words not appropriate) signed to the hereto attached proposal; that said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest or on behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Declarant further deposes and says: that the proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract or of any other proposer, or anyone else interested in the proposed contract; that the proposer has not in any manner sought by collusion to secure for himself, herself, itself, or themselves, an advantage over any other proposer. (strike out words not appropriate)

Declarant further deposes and says that prior to the public opening and recording of proposals the said proposer:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham Proposal;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else would submit a false or sham proposal, or that anyone should refrain from proposing or withdraw his/her proposal;
- (c) Did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix any overhead, profit or cost element of his, her, its, their price, or of that of anyone else; and
- (d) Did not, directly or indirectly, submit his, her, its, or their proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposal in his, her, its, or their business. (strike out words not appropriate)

I declare under penalty of perjury that the foregoing is true and correct.

DocuSigned by:

7/26/2018
3D08AC749D9546

Signature/Date

Bird Rides, Inc.

Name of Proposer



EXHIBIT D

INDEMNIFICATION AND INSURANCE AGREEMENT

This Indemnification and Insurance Agreement (“Agreement”) is entered into on July 26, 2018, 2018, by and between the **CITY OF SANTA MONICA**, a municipal corporation (“City”) and Bird Rides, Inc. (“Operator”).

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. Operator is qualified to do business, and is doing business, in the State of California. Pursuant to Santa Monica Municipal Code Section 3.21 (“Shared Mobility Device Pilot Program” or “Pilot Program”), City’s Director of Planning and Community Development selected Operator to receive a Shared Mobility Permit Operator Permit (“Permit”) authorizing the deployment of a Shared Mobility Device within the City.
- C. Under Santa Monica Municipal Code Sections 3.21.070(a) and (b), Operator’s participation in the Pilot Program and the issuance of the Permit is contingent on Operator executing an indemnification agreement and maintaining insurance coverage limits as determined by the City’s Risk Manager.
- D. City and Operator desire to enter into this Agreement upon the terms and conditions set forth below.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. AGREEMENT TO INDEMNIFY, DEFEND AND HOLD HARMLESS. Operator agrees to defend, indemnify, and hold harmless the City, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, expenses, fines, penalties, judgments, demands, and defense costs (including, without limitation, actual, direct, out-of-pocket costs and expenses, and amounts paid in compromise, settlement, or judgment, and reasonable legal fees arising from litigation of every nature or liability of any kind or nature including civil, criminal, administrative or investigative) arising out of, in connection with, or which are in any way related to, the City’s issuance of or decision to approve an Operator Permit, the process used by the City in making decisions, Operator’s participation in the Shared Mobility Device Pilot Program, the Operator’s (including its officers, managers, employees, contractors, agents, and volunteers) business conduct and operations, any violation of any laws by the Operator (including its officers, managers, employees, contractors, agents, and volunteers) or its users, or any bodily injury including death or damage to property arising out of or in connection with any use, misuse, placement or mis-placement of any of the Operator’s device or equipment by any person, except such loss or damage which was caused by the sole willful misconduct of the City. Operator will conduct all defenses at its sole cost and expense, and City shall reasonably approve selection of the counsel to represent City as

proposed by Operator. This indemnity shall apply to all claims and liability regardless of whether any insurance policies of the Operator, its affiliates or any other parties are applicable thereto. The policy limits of any insurance of Operator, its affiliates or other parties are not a limitation upon the obligation of Operator, including without limitation, the amount of indemnification to be provided by Operator. The provisions of this section shall survive the termination of this Agreement.

2. INSURANCE. Operator agrees that, at no cost or expense to the City, at all times during the Operator's participation in the Pilot Program, Operator will maintain the insurance coverage set forth in Attachment "A" to this Agreement.

3. AMENDMENT/INTERPRETATION OF THIS AGREEMENT. This Agreement, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both parties hereto. This Agreement shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

4. SECTION HEADINGS. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

5. WAIVER. No waiver of any of the provisions of this Agreement shall be binding unless in the form of a writing signed by the party against whom enforcement is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

6. SEVERABILITY AND GOVERNING LAW. If any provision or portion thereof of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

7. NOTICES. All notices, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed certified or registered mail and addressed as follows:

If to Operator:

If to City:

Mobility Division, Planning and Community Development
City of Santa Monica
1685 Main Street, Room 115
Santa Monica, CA 90401

ATTN: Peter Dzewaltowski, Transportation Planner

With a copy to:

Santa Monica City Attorney's Office
1685 Main Street, Third Floor
Santa Monica, CA 90401
Attention Lane, Dilg, City Attorney

8. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, which together shall constitute the same instrument.

9. EFFECTIVE DATE. This Agreement will be effective as of the date of the signature of City's representative as indicated below in City's signature block.

In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

ATTEST:

CITY OF SANTA MONICA,
a municipal corporation

DENISE ANDERSON-WARREN
City Clerk

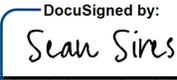
By:

RICK COLE
City Manager

APPROVED AS TO FORM:

LANE DILG
City Attorney

OPERATOR

By: 

46927D7695D3448...

Name: Sean Sires

Title: VP, Strategic Operations



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	CONTACT NAME: PHONE (A/C. No. Ext): 415-391-2141		FAX (A/C. No.): 415-989-9923
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Burlington Insurance Company			23620
INSURER B : Atlantic Specialty Insurance Company			27154
INSURER C : Great American E & S Insurance Company			37532
INSURER D : ACE American Insurance Company			22667
INSURER E : The Hartford			
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** 1039529723 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			820BW42687	3/1/2018	3/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7110162380000	5/10/2018	5/10/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XS2258521	3/8/2018	3/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	57WECAB8FEH	7/11/2018	7/11/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Cyber			EONCYBMFGD52758130	6/18/2018	3/1/2019	Limit: \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Santa Monica, its officers, officials, employees and volunteers are included as additional insured with respect to General Liability per attached form. A Waiver of Subrogation applies in favor General Liability per attached form. Coverage is Primary and Non-Contributory. A Waiver of Subrogation applies in favor of Workers Compensation coverage per endorsement to follow.

Policies contain a 30 day notice of cancellation to City of Santa Monica applies per endorsement to follow.

CERTIFICATE HOLDER City of Santa Monica 1685 Main St Santa Monica CA 90401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom you have agreed, in a written contract to waive the transfer of rights of recovery against others to us, provided such written waiver is fully executed prior to an "occurrence" in which coverage is sought under this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Any state or political subdivision that requires you in accordance with their statutes or regulations to add such state or political subdivision as an additional insured on your policy provided such written permit is fully executed prior to an "occurrence" in which coverage is sought under this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

- 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Oaks Initiative Notice

CITY OF SANTA MONICA

NOTICE TO APPLICANTS, BIDDERS, PROPOSERS AND OTHERS SEEKING DISCRETIONARY PERMITS, CONTRACTS, OR OTHER BENEFITS FROM THE CITY OF SANTA MONICA

Santa Monica's voters adopted a City Charter amendment commonly known as the Oaks Initiative. It prohibits a public official from receiving specified personal benefits from a person or entity after the official votes, or otherwise takes official action, to award a "public benefit" to that person or entity. Examples of a "public benefit" include public contracts to provide goods or services worth more than \$25,000 or a land use approval worth more than \$25,000.

The Oaks Initiative requires the City to provide this note and information about the Initiative's requirements. An information sheet on the Oaks Initiative is attached. You may obtain a full copy of the Initiative's text from the City Clerk.

In order to facilitate compliance with the requirements of the Oaks Initiative, the City compiles and maintains certain information. That information includes the name of any person who is seeking a "public benefit." If the "public benefit" is sought by an entity, rather than an individual person, the information includes the name of every: (a) trustee, (b) director, (c) partner, (d) officers, or (e) ten percent interest in the entity. Therefore, if you are seeking a "public benefit" covered by the Oaks Initiative, you must supply that information on the attached form (Attachment A).



(Attachment A)

City of Santa Monica
Oaks Initiative Disclosure Form

All persons or entities receiving public benefits defined below from the City of Santa Monica shall provide the names of trustees, directors, partners and officers and names of those with more than a 10% equity, participation or revenue interest. This information is required by City Charter Article XXII—Taxpayer Protection.

Name of Entity: Bird Rides, Inc.

NAME(S) OF PERSONS OR ENTITIES RECEIVING PUBLIC BENEFIT:

Bird Rides, Inc.

NAME(S) OF TRUSTEES, DIRECTORS, PARTNERS, AND OFFICERS:

Travis VanderZanden, Daniel Friedland, Antonio Gracias, Justin Kan, David Sacks, Stephen Schnell, David Estrada

NAME(S) OF THOSE WITH MORE THAN A 10% EQUITY, PARTICIPATION OR REVENUE INTEREST:

Travis VanderZanden, Craft Ventures, Goldcrest Capital

Public benefits include:

- 1. Personal services contracts in excess of \$25,000 over any 12-month period;
2. Sale of material, equipment or supplies to the City in excess of \$25,000 over a 12-month period;
3. Purchase, sale or lease of real property to or from the City in excess of \$25,000 over a 12-month period;
4. Non-competitive franchise awards with gross revenue of \$50,000 or more in any 12-month period;
5. Land use variance, special use permit, or other exception to an established land use plan, where the decision has a value in excess of \$25,000;
6. Tax "abatement, exception, or benefit" of a value in excess of \$5,000 in any 12-month period; or
7. Payment of "cash or specie" of a net value to the recipient of \$10,000 in any 12-month period.

Prepared by: Wendy Mantell

Signature: [Handwritten Signature]

Date: 7/26/2018

Title: Deputy General Counsel

FOR CITY USE ONLY:
Bid/PO/Contract # _____ Permit # _____



Bird Rides Inc.

www.Bird.co

406 Broadway #369 Santa Monica, CA 90401

66.205.2442



B I R D

