



SPIN

San Francisco, CA

08.21.19

San Francisco Municipal Transportation Agency Powered Scooter Share Program

SFMTA

Attn: Adrian Leung
1 South Van Ness Avenue, 7th Floor
San Francisco, CA, 94103

Spin (Skinny Labs Inc.)

450 Mission St., Suite 400
San Francisco, CA 94105

hello@spin.pm
(415) 519-9495

Contact

Derrick Ko
CEO

derrick@spin.pm
(415) 579-5244

To the SFMTA & the City and County of San Francisco,

From the team at Spin, we thank the SFMTA, for the opportunity to apply to operate our Powered Scooter Share service here in our home city. We applaud the City and County for providing an innovative program and a transparent selection process, and for its genuine effort to select operators that will bring the most valuable and responsible service to the community.

Spin was founded in San Francisco, and while we are now a team of over 500 people across the country, we are headquartered in SOMA and proudly consider San Francisco our home. We care deeply that San Francisco sets the standard for the breadth and quality of available transit options to serve the mobility needs of its diverse communities. We believe that micromobility, and powered scooters specifically, can make big cities vastly more accessible, equitable, safer, sustainable, and enjoyable for everyone. Our team has engaged in hundreds of conversations with City staff and community organizations within the City, and we are confident that the service we are proposing will support San Francisco in its continued efforts to lead the nation on transportation innovation.

Much has changed since Spin's last proposal to operate in San Francisco. In November 2018, Ford Smart Mobility acquired Spin, which afforded us the ability to make long-term investments for the benefit of cities and communities throughout the country. As part of Spin's measured expansion since the acquisition, we have grown our operations from 10 markets to over 50, all of which were launched only after permission was granted by the respective city or campus. Spin now operates the most exclusive markets in the industry, and will soon launch our largest in Pittsburgh, PA. Spin's Pittsburgh Mobility Consortium will be a first of its kind - Mobility-as-a-Service offering: We are leading a consortium of transportation leaders across the ecosystem, including Waze, Transit, Zipcar, and charging station, Swiftmile. Being a trusted partner to both cities and our industry counterparts has always been a core value of Spin. Now, as part of Ford, Spin has the people and resources to elevate our efforts and be the best micromobility partner in the industry.

We are proud to submit this proposal to operate as part of the Powered Scooter Share Program in the City. This is Spin's boldest proposal to date - many aspects of it have never before been seen in the micromobility industry.

With Spin's Neighborhood Ambassador operational model, we are taking hyper-local transit and pairing it with a hyper-local workforce. Of the 162 staff, we are proposing for an assumed fleet of 2,500 scooters, we are including 47 Neighborhood Ambassadors, each responsible for the operations of roughly 50 scooters within their assigned neighborhood. Our goal is to ensure our employees reflect the values and perspectives of the neighborhoods in which they work. Further, tackling the challenges of economic inequality is a core value for us. To that end, we have partnered with the Office of Economic and Workforce Development ("OEWD") and joined the First Source program voluntarily. We partnered with Mission Hiring Hall and Faces SF and continue to expand our local hire partnerships. We want to make it clear that this is more than a staffing plan; this is the manifestation of our belief that the best way to engage the community is by hiring from the local community, for the benefit of the local community, and in service to the local community, every single day.

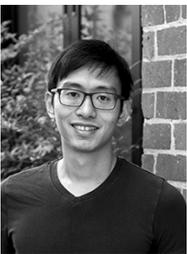
Our San Francisco operations team, from our Neighborhood Ambassadors to our General Manager and above, will benefit from Spin's first-of-its kind Labor Peace Agreement, which we have signed with Teamsters Local 665 and Teamsters Joint Council 7. Spin commits to continue Ford's legacy of having a positive history with Labor. By signing this Labor Peace Agreement, Spin demonstrates its respect for its employees' rights to organize and collectively bargain and cements Spin's fidelity to labor harmony. We believe a respected, valued, and happy W-2 workforce provides a higher quality, safer, organized, sustainable service to our users, non-users, and local community.

To ensure residents and visitors of San Francisco have access to a reliably charged fleet, to improve parking compliance, and to reduce congestion and greenhouse gas impacts of operations, Spin is committing a minimum of 50 charging stations to be located on private property and, pending approval and community outreach, public right-of-way at no cost to our partners. As the only company operating dockless shared scooters augmented by charging stations, Spin is uniquely aware of the supplementary benefits of scooter charging stations to a dockless model and the similarities to and differences from the functionality of traditional bikeshare stations. Spin's experience suggests that charging stations are the best way to ensure that scooters are predictably available and fully charged and that information in multiple languages is available on signage at each station. This first-of-its kind component of our proposal bolsters our innovative approach to community engagement.

These are just a few of the many innovations and investments we plan to make as an operator in San Francisco's program. As you read through this proposal, we hope our genuine long-term desire to improve San Francisco's transportation network, address public transportation challenges, and aid City planning and regulatory efforts becomes clear. From becoming the first company to launch dockless mobility in the United States with a permit in Seattle to joining with Ford in an effort to create the most sustainable and responsible micromobility company, we have always held ourselves to the highest ethical and moral standards. We believe that the long-term success of cities like San Francisco is synonymous with the long-term success of Spin.

Thank you very much for your consideration of our proposal. We look forward to working with you throughout your evaluation process, and I am personally available at any time for any questions you might have.

Derrick Ko



A handwritten signature in black ink, consisting of a stylized 'D' followed by 'K' and a flourish.

Chief Executive Officer

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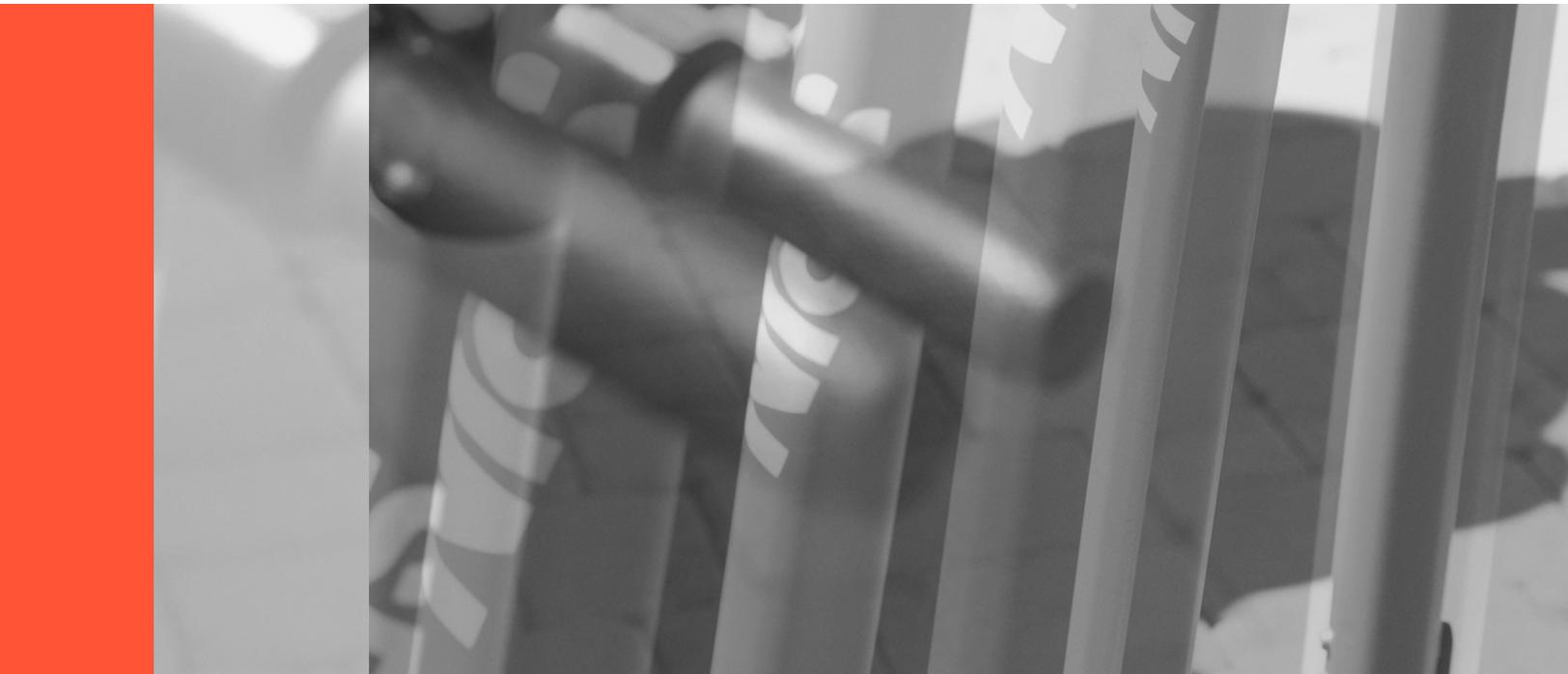
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A

**DEVICE
STANDARDS
AND SAFETY
ASSURANCES**



A. Device Standards and Safety Assurances

1) Proof of UL 2271 and 2272 battery certifications from the manufacturer.

Please refer to pages 14-19 for certificates.

2) Test results from a qualified independent lab demonstrating that each model scooter put into service meets or exceeds California Vehicle Code §21223 requirements. These include the following:

Please refer to pages 8-13 for certification for CVC §21223 and §21235.

2a) Spin scooters have brakes that will enable the operator to make a braked wheel skid on dry, level, clean pavement.

2b) Spin scooters have a front light that emits a white light, which while the powered scooter is in motion, illuminates the road in front of the operator and is visible from a distance of 300 feet in front and from the sides of the powered scooter.

2c) Spin scooters have a red reflector on the rear that is visible from a distance of 500 feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle.

2d) Spin scooters have a yellow reflector on each side visible from the front and rear of the motorized scooter from a distance of 200 feet.

3) Describe commitments applicant makes to ensure that devices are safe for operation, and what permittee commits to do if a safety issue with device(s) is discovered.

Putting User-Safety First in Device Selection

Spin's proposed scooter hardware for San Francisco satisfies Spin's two primary requirements for device selection:

- **Meets and exceeds all current applicable product standards**

Spin's Max scooter has been certified for CVC §21223 and for the safety of its battery and electrical system under UL 2271 and 2272. Spin's scooters are also certified for ASTM F2641, as

applicable, including for our proposed scooter model for San Francisco, as the only and the most applicable safety standard for motorized scooters (please see pages 20-24 for ASTM F2641 certification). Spin, meanwhile, continues to work with ASTM and CPSC to help establish an updated or new standard specifically for adult-use shared commercial e-scooters.

- **Internal Scooter Stress Testing**

In addition to the existing standards for scooters such as UL 2272 and ASTM F2641, Spin has developed its own set of product tests to determine the reliability of a scooter model, involving more than 300 hours of testing on the way to vetting a model for deployment. Recognizing that existing product safety standards did not specifically contemplate e-scooters in fleet use, Spin partnered with a test lab to develop a more rigorous set of tests that reflect the real-world use that scooters experience. This includes repeated drop tests to simulate riding off of a curb, tip-over tests to see if any parts on the handlebars get damaged, extreme temperature tests to make sure that our scooters and their battery systems can function safely in all environments, extreme vibration testing to make sure that all components can hold up to hundreds of miles of travel on city streets, and long-term performance testing to make sure that the drivetrain and brakes can perform their critical functions after thousands of rides.

Safety-Issue Tracking and Action

Spin treats the potential for product failure and malfunction very seriously. Every time a safety concern or crash is reported to Spin, we initiate an investigation process that includes blocking the scooter from public rental, immediate retrieval, and then a rigorous test for functionality to investigate possible causes. Incident or issue reports are collected in a database alongside the outcomes of scooter investigations, and Spin's top leadership reviews the results on a regular ongoing basis to identify and address trends. While we have yet to identify or experience a dangerous and systemic product failure, the data we collect has led to changes in our user outreach practices, our maintenance approach, and refinements in our app features and scooter firmware. For any safety issue that is considered to be dangerous and a systemic product failure, Spin would comply with all applicable requirements, including possible suspension of service. Spin carefully maintains the ability to act quickly if fleet safety issues arise.



ACT Lab LLC 3280 East 59th Street, Long Beach, CA 90805 • Tel 562.470.7215 • Fax 562.470.7220 • www.act-lab.com

SAFETY AND COMPLIANCE TESTING FOR SPIN

Tested Sample(s)	: E-Scooter
Brand	: Spin
Model	: MAX
Color	: Black/Grey/Orange
Size	: Not Specified
Stock / Model Number	: SNSC2.0
Country of Origin	: China
Age Grading	: 18+
Children's Product	: No

Prepared For:

Spin
188 King Street, #203
San Francisco, CA 94107



Issue Date: 15 August 2019

Final Report: 1015.03307.013

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ACCREDITED
Testing Laboratory

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer joint ISO-ILAC-IAF Communiqué dated January 2009.) The Joint Communiqué is available on publications and resources page of the ILAC website at <http://www.ilac.org>. Accreditation listing and certificate can be found at <http://www.iasonline.org>.

Contract File No.: 1015.03307.013
T:ACT Testing| Spin – 1015.03307
Control Document Rev. 24 June 2019

Technician: Matthew Bremner

CVC 21223 Certification



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CONCLUSION

1015.03307 – Spin, MAX (Black/Grey/Orange), (SNSC2.0)		
Purpose of Test -	Result	Comment
Each test performed is intended to check compliance with the following:		
CVC 21223 – California Vehicle Code, VEH, Division 11, Rules of the Road, Chapter 1, Obedience to and Effect of Traffic Laws, Article 5, Operation of Motorized Scooters, Section 21223	C	

President,

John A. Bogler

Contract File No.: 1015.03307.013
T:ACT Testing Spin – 1015.03307
Control Document Rev. 24 June 2019

Technician: Matthew Bremner

CVC 21223 Certification



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SAMPLE IDENTIFICATION

Brand:	Spin	Job No.:	1015.03307
Model:	MAX	Sample ID:	1015.03307.013
Manufacturer:	Segway-Ninebot	Type:	E-Scooter
Model No.:	SNSC2.0	Material:	Not Specified
Stock No.:	Not Specified	Size:	Not Specified
UPC:	Not Specified	Color(s):	Black/Grey/Orange
Serial No.:	N4LAL1917C0116	Weight (kg):	21.3 kg
Serial No.:	Not Specified	Country of Origin:	China



1015.03307.013 – MAX (Black/Grey/Orange)

Contract File No.: 1015.03307.013
T:ACT Testing| Spin – 1015.03307
Control Document Rev. 24 June 2019

Technician: Matthew Bremner

CVC 21223 Certification



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DATE AND PLACE OF TEST

Sample(s) received on : 14 May 2019
Testing was initiated on : 13 August 2019
Testing was completed on : 15 August 2019
Testing was performed at : ACT Lab LLC
Long Beach, CA

TEST METHODS

Method for each test conducted is as follows:

- California Vehicle Code, VEH, Division 11, Rules of the Road, Chapter 1, Obedience to and Effect of Traffic Laws, Article 5, Operation of Motorized Scooters, Section 21223

TEST RESULTS

C: Compliant; Product meets specified standard	ND: None Detected
NC: Non-Compliant; Product does not meet specified standard	IC: Inconclusive
NA: Not Applicable to this design	NT: Not Tested
NR: Not Requested by the Applicant	FTR: Further Testing Recommended
NP: Not Present	PPM: Parts Per Million
	*: See Comments

Contract File No.: 1015.03307.013
T:ACT Testing Spin – 1015.03307
Control Document Rev. 24 June 2019

Technician: Matthew Bremner

CVC 21223 Certification



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CVC 21223 Motorized Scooters

CVC 21223			
Ref. #	Test Description	Result	Observations and Notes
21223	Operation Requirements		
(a)	Every motorized scooter operated upon any highway during darkness shall be equipped with the following:	C	
(a)(1)	Except as provided in subdivision (b), a lamp emitting a white light which, while the motorized scooter is in motion, illuminates the highway in front of the operator and is visible from a distance of 300 feet in front and from the sides of the motorized scooter.	C	
(a)(2)	Except as provided in subdivision (c), a red reflector on the rear that is visible from a distance of 500 feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle.	C	
(a)(3)	A white or yellow reflector on each side visible from the front and rear of the motorized scooter from a distance of 200 feet.	C	
(b)	A lamp or lamp combination, emitting a white light, attached to the operator and visible from a distance of 300 feet in front and from the sides of the motorized scooter, may be used in lieu of the lamp required by paragraph (1) of subdivision (a).	C	
(c)	A red reflector, or reflectorized material meeting the requirements of Section 25500, attached to the operator and visible from a distance of 500 feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle, may be used in lieu of the reflector required by paragraph (2) of subdivision (a).	C	

END OF REPORT

Contract File No.: 1015.03307.013
 T:ACT Testing Spin – 1015.03307
 Control Document Rev. 24 June 2019

Technician: Matthew Bremner



**QUANTA
LABORATORIES**

3199 De La Cruz Boulevard • Santa Clara, CA 95054-2483
TEL: (408) 988-0770 FAX: (408) 988-0762
E-MAIL: test@quantalabs.com

Certificate of Conformance

This is to certify that the results from the test(s) requested by
Skippy Labs, Inc. dba SPIN are on file under
Quanta Laboratories Job No. QL-19-0937 and conform
to the specification(s) stated in P.O. No. PO-190821
These results apply to the following equipment and are
available for review upon request.

Model No: SNSC 2.0 Electric Kick Scooter

S/N: N4LPK1924C0207

*****Wheel Skid Verification Test*****

California Vehicle Code 21235

(Amended by Stats. 2018, Ch. 552, Sec. 1. (AB 2989) Effective January 1, 2019.)



Quanta Laboratories

08/21/19
Date



Date : 2019/05/21

Ninebot (Changzhou) Tech Co., Ltd.
16F-17F, Block A, Building 3,
No.18, Changwu Mid Rd,
Wujin Dist, Changzhou, Jiangsu
China
Attn: Dollar Qian

Re. : CU US + Canada Certificate

Type of Equipment : LI-ION BATTERY PACK
Model Designation : See Certificate
Certificate No. : CU 72191597 0001
File No. : 50226562 001
Engineer/Contact : Sven-Olaf Steinke
Standard(s) : UL/ULC 2271:2018

Dear Ms. Qian,

The above referenced technical equipment has been tested and was found to be in compliance with the listed test requirement(s). Enclosed, please find the TUV Rheinland approval document No. CU 72191597 0001. It authorizes you to label the listed product(s) with the TUV Rheinland Mark identified in the approval document. For compliance, the Test Mark must be on the approved unit.

Your product is subject to regular factory follow-up inspections as well as annual certificate and factory registration fees.

In using the TUV Rheinland Mark you are obligated to comply with the TUV Rheinland of North America Service Agreement.

If we can be of any further assistance to you, please do not hesitate to contact us.

Sincerely yours,
Certification Body

Dipl.-Ing. Univ. S. O. Steinke
QA Certification Officer

Enclosure



Certificate

Certificate no. **CU 72191597 01**

License Holder:
 Ninebot (Changzhou) Tech Co., Ltd.
 16F-17F, Block A, Building 3,
 No.18, Changwu Mid Rd,
 Wujin Dist, Changzhou, Jiangsu
 China

Manufacturing Plant:
 YiBin Futurepath New
 Energy Co.,Ltd.
 2nd bldg Rm101, JunChang
 Intelligent Industrial Park
 No. 29 West of XingGang Rd,
 YiBin city, Sichuan Province,
 China

Test report no.: USA-SS 50226562 001
Tested to: UL/ULC 2271:2018

Client Reference: QIAN DOLLAR

Certified Product: LI-ION BATTERY PACK **License Fee - Units**

Model Designation:	NEE1006-M	7
Norminal voltage:	DC 36V	
Rated capacity:	15300mAh	
Max. charge voltage:	DC 42V	
Max. charge current:	6000mA	
Rated Ambient Temperatur:	40°C (charging) 50°C (discharging)	
Protection Class:	III	

Appendix: 1, 1-4 7

Licensed Test mark:



Date of Issue
 (day/mo/yr)
 21/05/2019



Date : 2019/05/31

Ninebot (Changzhou) Tech Co., Ltd.
16F-17F, Block A, Building 3,
No.18, Changwu Mid Rd,
Wujin Dist, Changzhou, Jiangsu
China
Attn: Dollar Qian

Re. : CU US + Canada Certificate

Type of Equipment : KickScooter MAX
Model Designation : See Certificate
Certificate No. : CU 72191783 0001
File No. : 50226561 001
Engineer/Contact : Sven-Olaf Steinke
Standard(s) : ANSI/CAN/UL 2272:2016

Dear Ms. Qian,

The above referenced technical equipment has been tested and was found to be in compliance with the listed test requirement(s). Enclosed, please find the TUV Rheinland approval document No. CU 72191783 0001. It authorizes you to label the listed product(s) with the TUV Rheinland Mark identified in the approval document. For compliance, the Test Mark must be on the approved unit.

Your product is subject to regular factory follow-up inspections as well as annual certificate and factory registration fees.

In using the TUV Rheinland Mark you are obligated to comply with the TUV Rheinland of North America Service Agreement.

If we can be of any further assistance to you, please do not hesitate to contact us.

Sincerely yours,
Certification Body

Dipl.-Ing. Univ. S. O. Steinke
QA Certification Officer

Enclosure

Certificate



Certificate no.

CU 72191783 01

License Holder:

Ninebot (Changzhou) Tech Co., Ltd.
16F-17F, Block A, Building 3,
No.18, Changwu Mid Rd,
Wujin Dist, Changzhou, Jiangsu
China

Manufacturing Plant:

Ninebot (Changzhou) Tech Co., Ltd.
No.2 Plant Intelligent
Digital Industrial Park
No.18-65 Changwu Mid Rd.,
213000 Changzhou, Jiangsu
China

Test report no.: USA-SS 50226561 001

Client Reference: QIAN DOLLAR

Tested to: ANSI/CAN/UL 2272:2016

Certified Product: KickScooter MAX

License Fee - Units

Model Designation:	SNSC2.0, G30	7
Rated Input:	AC 100-240V, 50/60Hz, Max. 2.0A	
Rated Ambient Temperature:	40°C	
Protection Class:	Class I	

Appendix: 1, 1-4

7

Licensed Test mark:



**Date of Issue
(day/mo/yr)**

31/05/2019

Certificate



Certificate no.

CU 72191783 02

License Holder:

Ninebot (Changzhou) Tech Co., Ltd.
16F-17F, Block A, Building 3,
No.18, Changwu Mid Rd,
Wujin Dist, Changzhou, Jiangsu
China

Manufacturing Plant:

Huizhou Sunwoda Intelligent
Hardware Co.,Ltd.
No.22 Bldg & FL 1&3&4 of
No.10 Bldg, Sunwoda industrial park,
Yuanzhou Town, Boluo County,
Huizhou City, Guangdong Province,
China

Test report no.: USA-SS 50226561 001

Client Reference: QIAN DOLLAR

Tested to: ANSI/CAN/UL 2272:2016

Certified Product: Scooter Motor

License Fee - Units

Additional Manufacturing Plant: see above (K757889)

Licensed Test mark:



Date of Issue

(day/mo/yr)

31/05/2019

TUV Rheinland of North America, Inc., 12 Commerce Road, Newtown, CT 06470, Tel (203) 426-0888 Fax (203) 426-4009

Certificate



Certificate no.

CU 72191783 03

License Holder:

Ninebot (Changzhou) Tech Co., Ltd.
16F-17F, Block A, Building 3,
No.18, Changwu Mid Rd,
Wujin Dist, Changzhou, Jiangsu
China

Manufacturing Plant:

Foxlink AUTOMOTIVE TECHNOLOGY
(KUNSHAN) CO.#LTD
No.2-18 ZhengWei Road,
Jinxi Town, Kunshan City,
Jiangsu Province,
China

Test report no.: USA-SS 50226561 001

Client Reference: QIAN DOLLAR

Tested to: ANSI/CAN/UL 2272:2016

Certified Product: Scooter Motor

License Fee - Units

Additional Manufacturing Plant: see above (K757890)

Licensed Test mark:



Date of Issue

(day/mo/yr)

31/05/2019

TUV Rheinland of North America, Inc., 12 Commerce Road, Newtown, CT 06470, Tel (203) 426-0888 Fax (203) 426-4009

ASTM F2641 Certification



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SAFETY AND COMPLIANCE REPORT FOR SPIN

Tested Sample(s)	: E-Scooter
Brand	: Spin
Model	: MAX
Color	: Black/Grey/Orange
Size	: Not Specified
Stock / Model Number	: SNSC2.0
Country of Origin	: China
Age Grading	: 18+
Children's Product	: No

Prepared For:

Spin
188 King Street, #203
San Francisco, CA 94107



Issue Date: 12 August 2019

Revised Date: 19 August 2019

Final Report: 1015.02697.016.R2

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This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer joint ISO-ILAC-IAF Communiqué dated January 2009.) The Joint Communiqué is available on publications and resources page of the ILAC website at <http://www.ilac.org>. Accreditation listing and certificate can be found at <http://www.iasonline.org>.

Contract File No.: 1015.02697.016
T:\ACT Testing\Spin - 1015.02697
Control Document Rev. 20 Dec. 2016

Technician: Matthew Bremner

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ASTM F2641 Certification



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CONCLUSION

1015.02697.016 – Spin, MAX (Black/Grey/Orange), (SNSC2.0)		
Purpose of Test - Each test performed is intended to check compliance with the following:	Result	Comment
ASTM F2641-08 Standard Consumer Safety Specification for Recreational Powered Scooters and Pocket Bikes	C*	*Select sections, see data within

President,

John A. Bogler

Contract File No.: 1015.02697.016
T:\ACT Testing\Spin – 1015.02697
Control Document Rev. 20 Dec. 2016

Technician: Matthew Bremner

ASTM F2641 Certification



ACT Lab LLC 3280 East 59th Street, Long Beach, CA 90805 • Tel 562.470.7215 • Fax 562.470.7220 • www.act-lab.com

SAMPLE IDENTIFICATION

Brand:	Spin	Job No.:	1015.02697
Model:	MAX	Sample ID:	1015.02697.016
Manufacturer:	Segway-Ninebot	Type:	E-Scooter
Model No.:	SNSC2.0	Material:	Not Specified
Stock No.:	Not Specified	Size:	Not Specified
UPC:	Not Specified	Color(s):	Black/Grey/Orange
Serial No.:	N4LAL1917C0104	Weight (kg):	21.3 kg
Serial No.:	Not Specified	Country of Origin:	China



1015.02697.012- MAX (Black/Grey/Orange)

Contract File No.: 1015.02697.016
T:\ACT Testing\Spin - 1015.02697

Technician: Matthew Bremner

ASTM F2641 Certification



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DATE AND PLACE OF TEST

Sample(s) received on : 14 May 2019
 Testing was initiated on : 15 May 2019
 Testing was completed on : 15 August 2019
 Testing was performed at : ACT Lab LLC
 Long Beach, California, USA

TEST METHODS

Method for each test conducted is as follows:

- ASTM F2641-08 test is performed in accordance to the ASTM F2641-08 – Requirements For Powered Scooters standards and all standards reference within

TEST RESULTS

C: Compliant; Product meets specified standard	ND: None Detected
NC: Non-Compliant; Product does not meet specified standard	IC: Inconclusive
NA: Not Applicable to this design	NT: Not Tested
NR: Not Requested by the Applicant	FTR: Further Testing Recommended
NP: Not Present	PPM: Parts Per Million
	*: See Comments

ASTM F2641-08: POWERED SCOOTERS

ASTM F2641-08			
Ref. #	Test Description	Result	Observations and Notes
5.1	Shall meet 6.2. Hand brakes levers reach \leq 89mm (3.5in.) Operation force \leq 44.5N (10 lbf.)	C	
5.2	Battery vent tube, insulated connectors, 8-12 years of age, shall not exceed 36V, UL charger, charger interlock	C	Sections 5.2.6.1 – 5.2.6.2
5.3	Shall meet 6.9	NA	
6.9	880 N (200 lbf) at the location normally associated with the folding action. 10 sec. Repeat 5x.	NA	
5.4(6.1)	Speed = 2 m/s (6.6ft/s) into curb \geq radius of wheel. Repeat 3x.	C	
5.5.1	If 5mm (3/16 in.) rod is admitted, so shall a 13-mm (1/2 in.)	NA	
5.5.3	If 5mm (3/16 in.) rod is admitted, so shall a 13-mm (1/2 in.)	NA	
5.5.4	Mechanisms shall not have any accessible part present a pinch or laceration hazard.	C	
5.6	Locking devices (lock tight, washer, nylon)	C	
5.7	Shall have an ultraviolet inhibitor	NT	
5.8	See standard.	C	
6.6	See standard.	C	

Contract File No.: 1015.02697.016
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Technician: Matthew Bremner

ASTM F2641 Certification



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ASTM F2641-08			
Ref. #	Test Description	Result	Observations and Notes
5.9(6.3)	Apply weight to the deck or seat. H FT = 150mm (6 in.) H RR = 300mm (12 in.). Repeat 3x.	C	
5.10(6.4)	Apply 3x max recommended weight for 30 sec.)	C	
5.11(6.10)	Apply 1780N (400lbf.) in direction of wheel removal for 30sec.	C	
5.12(6.5)	Apply 67N (15 lbf.) in direction of removal for 10 sec.	C	
5.13	Shall meet 6.7 and 6.8	NA	
6.7	Max force to close quick release \leq 67N (15 lbf) 6mm (1/4in.) from end	NA	
6.8	Apply 267-N (60 lbf) @ 45° @ 25mm (1 in.) from HB end. 5,000 cycles. 1 Hz max	C	
5.14(6.2)	Rider \geq 68.1-kg (150 lb). Stop distance \leq 4.57m (15ft). Speed is to be determined. 4 valid runs.	C	
5.15	16 CFR 1303	NT	
5.16	See standard	NT	
5.17	Shall conform with Federal Hazardous Substance Act (FHSA)	NT	
5.18	Free of hazardous edges	C	
5.19	Bolts with more than 3 threads shall be covered	C	
5.20	See standard	C	
5.21	See standard	C	
5.22	Shall meet 6.11 and 6.12 and all req. of this consumer safety specification	C	
6.11	Shall be permanent	C	
6.12	Test Method B of ASTM D 3359	C	
6.13	Driver weight = 50% \pm 4.5kg (\pm 10lb) of manuf. max	*	*Average Max 15.5 mph

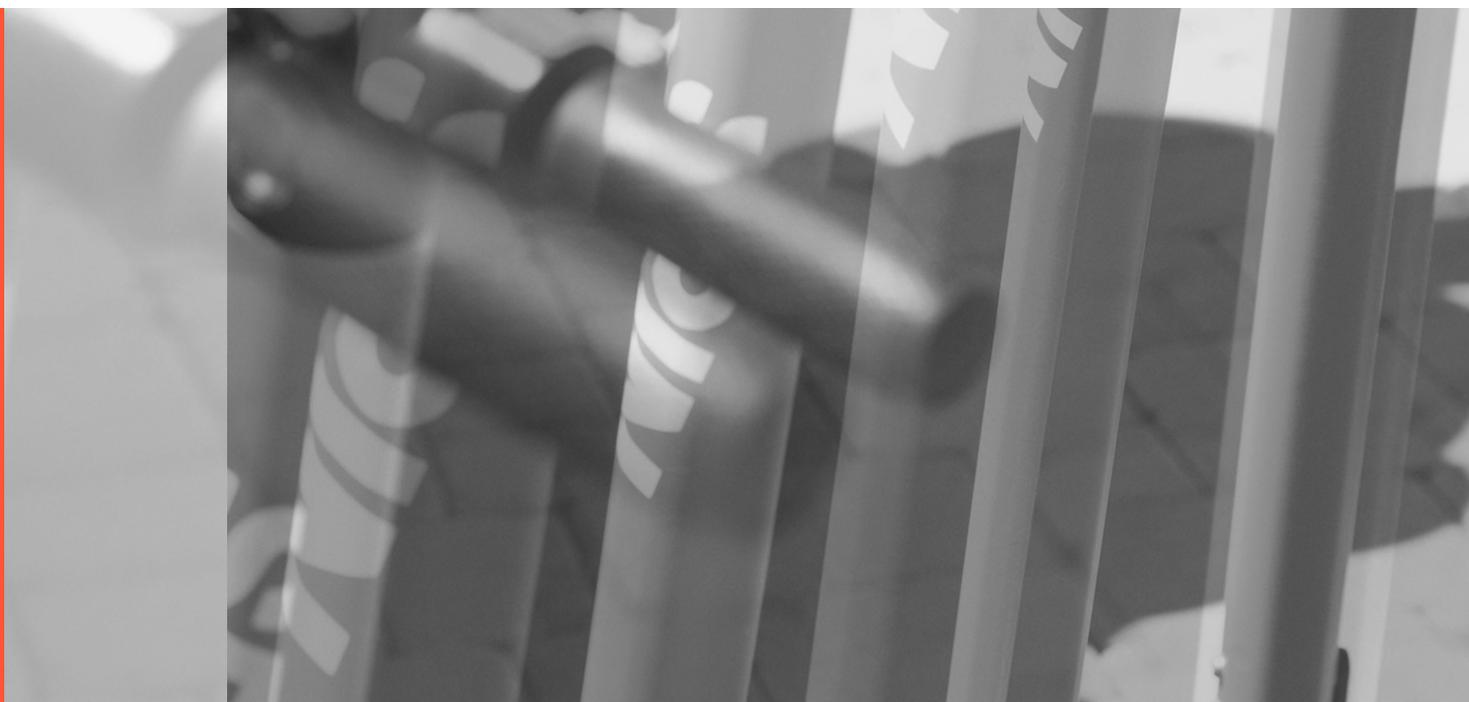
END OF REPORT

Contract File No.: 1015.02697.016
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Technician: Matthew Bremner

B

SAMPLE SCOOTERS



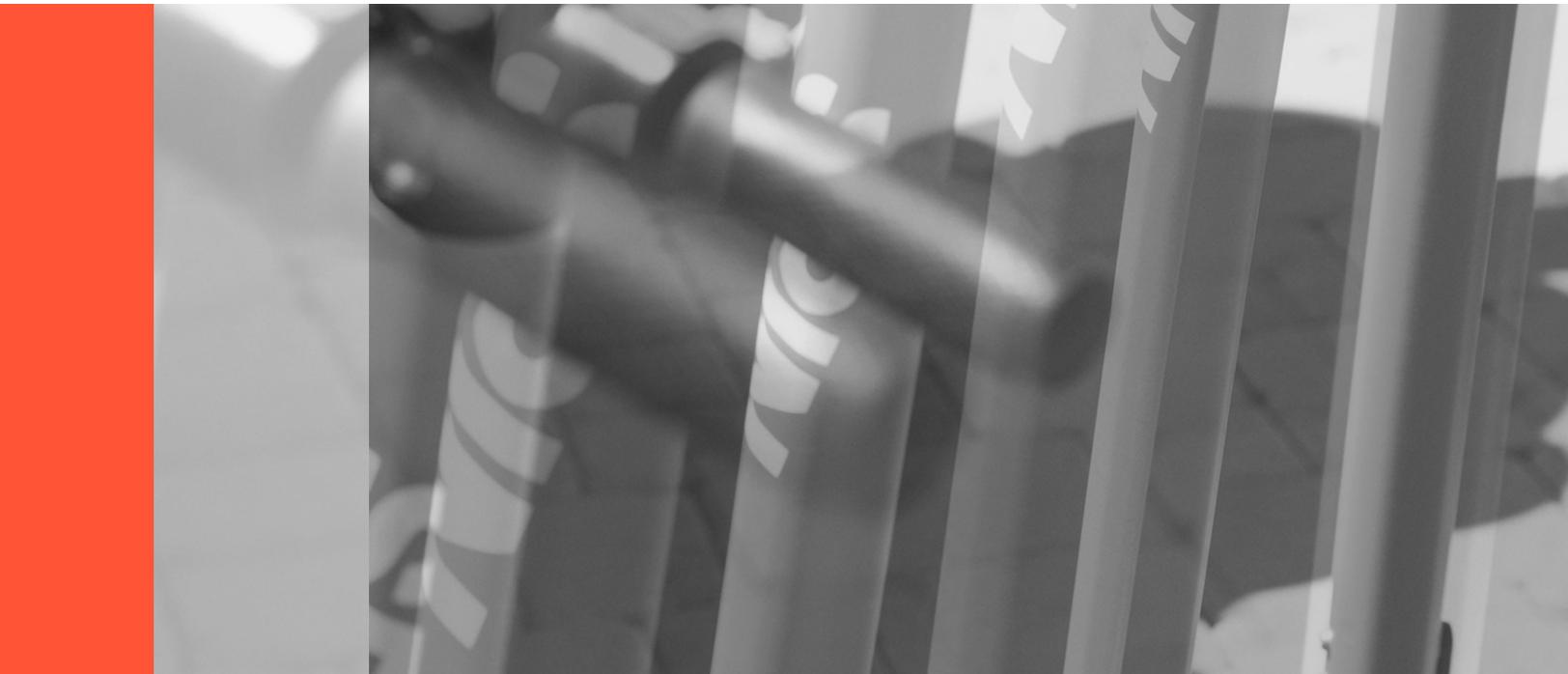


B. Sample Scooters

1) Two samples of the scooter to be used under this program for inspection by the SFMTA to verify scooters adhere to the device specifications outlined in this application. The samples shall be delivered on Friday, August 23rd. The SFMTA will contact applicants to assign a 30 minute time slot for delivery and to provide further delivery instructions after their application is submitted. Note: any time a new scooter version is introduced into the fleet, this requirement will need to be met. The SFMTA will return vehicles to the applicant following inspection. Sample scooters must comply with all device requirements in Appendix A.

C

PRICING STRUCTURE



C. Pricing Structure

1) Low-income user plan

Spin Access offers unlimited free 30-minute rides to users at or below 200% of the federal poverty line. Users can apply online or via phone by providing income verification, such as CalFresh, PG&E Care, Muni Lifeline, and eventually Metropolitan Transportation Commission (“MTC”) Means-Based Fare Program. Enrolled users receive a unique code to enable the free rides in the app or via SMS system. No deposit or ride-credit purchase are required. Users wishing to use cash can purchase a prepaid debit or credit card for use in our app or SMS system (via use of phone billing or automated voice payments).

2) Any other discounted customer plans

Spin will offer a 50% discount to full-time college students. To qualify, users must have a valid “.edu” email address and provide their current course schedule and number of credits. Users can reach out to our Customer Support team or provide verification to our Spin team at community events or Spin Safe scooter-safety courses.

3) Strategy for achieving the goal of one low-income plan member for every five scooters authorized.

Spin has a two-fold strategy initially: raising wide awareness of the Spin Access program in all Communities of Concern, and redesigning Spin Access with an external partner to deliver a more seamless, higher-quality experience for low-income users. The redesign is scheduled to be released in Fall 2019, providing an opportunity for Spin, in the event we are permitted to operate, to work with the community to pioneer our new equity and accessibility program.

Community Engagement

Spin's Community Partnerships team plans exhaustive local engagement to ensure that the Spin Access program is well publicized in all Communities of Concern, including, but not limited to:

- In-App messaging at critical touchpoints;
- Co-hosting partnership events with local community benefit organizations;
- Participating in existing community events with informational materials and dedicated staff to review Spin Access applications onsite and to

enroll new Spin Access users (i.e. Sunday Streets, Spin Scooter Safety Courses, Mission Hiring Hall, Faces SF, OEWD, and other workforce development partners; and

- Advertising, including billboards, newspaper ads, social media, and other channels as appropriate - Spin has dedicated \$20,000 for advertising Spin Access for this program.
- Consistent on-the-ground support via Neighborhood Ambassadors including attending three community events per month.

Spin Access Redesign

Spin is excited to have launched a comprehensive project to rethink, redesign, and relaunch our Spin Access program (which currently provides access to the unbanked, people without smartphones, and low-income users). If we are permitted to operate in San Francisco, we plan to test and rollout the new program in our hometown first. The project consists of several phases:

- **Design research:** engaging with local communities, experts, and other stakeholders to build the best possible understanding of user needs when it comes to improving mobility access
- **Service, experience, visual, and interaction designs for Spin Access:** using insights from design research, engage designers for a deep re-working of the program.
- **Iterative prototyping:** with designs in hand, test new technical, programmatic, engagement, and other features of Spin Access with real users.
- **Implementation and scaling:** with insights from prototyping and adjusted designs, build the Spin Access redesign into the core platform experience.

This redesign effort will also connect us with numerous groups that will benefit from enrolling, helping Spin achieve 20% low-income plan adoption. Furthermore, Spin will regularly monitor the number of Spin Access users and take more robust actions if needed. Spin has set an internal goal of reaching 20% low-income plan users by January 2020.

4) Proposed rates, including any membership plans.

Spin's standard rates will be as follows (applicable state and local taxes may apply):

- \$1 to unlock the scooter
- \$0.25 per minute

5) Cash payment options.

Spin Access has consulted national experts in the field of providing financial products for vulnerable communities, and believe that widely available prepaid debit cards remain the most effective, lowest-risk solution at this time, for the unbanked to get access to our service. We will provide a comprehensive guide to obtaining and using prepaid debit cards and a campaign to support unbanked low-income users who wish to open bank accounts. For every low-income unbanked user who opens a BankOn-approved account, we will deposit \$10 into their new account.

6) Plan for offering service to users without a smart phone.

Through Spin Access, we offer a fully featured text-based system for accessing our scooters. By simply texting a toll-free SMS number, users can:

- Activate low-income 30-minute free ride accounts
- Add ride credit from prepaid debit cards, via phone billing or secure automated voice payment.
- Lock or unlock any scooter
- Check ride balance, where appropriate

7) Variable rates (or other incentives)

Spin has built an Incentivized Rebalance Points feature that gives users a discount on their next trip if they park their scooter at specified locations (see Section O - Appendix for screenshots). Spin will use this feature to encourage many trip types, including:

- Rides ending at transit stations to foster multimodal trips and to increase scooter availability for trips starting at transit stops;
- Rides to prevent overconcentration and to be compliant with Appendix 5; and
- Rides ending at Spin's charging stations to encourage proper parking, increase scooter availability and dependability, and minimize operational VMT.

Users successfully ending their trip at an Incentivized Rebalance Point receive a discount that is reflected in their receipts.

Lastly, few trips on Spin scooters surpass 60 minutes, based on our experience so far. However, if Spin sees a significant increase in extended trips, Spin is able to implement fare scaling and warning systems to incentivize short trips.

8) Billing and customer service business rules for lost scooters.

If Spin receives sufficient evidence that a user has lost or vandalized a scooter, we may charge a \$200 fine to

help recoup loss. Sufficient evidence includes police reports, photo evidence, parking photos submitted by users, or trip route data showing a scooter entering a body of water. Users are able to contest any Spin-imposed penalties through our Customer Support team.

9) Plan for offering incentives for trips starting or ending along key transit lines or at transit hubs

As described in our Question 7 response, Spin has an Incentivized Rebalance Points feature that gamifies the service to encourage trips that end at predetermined locations. Incentivized Rebalance Points in San Francisco will include transit stations in our service area. Please visit [Spin's San Francisco Deployment Strategy webmap](#) for a map of recommended Incentivized Rebalance Points.

10) Plan for promoting the low-income user plan

Spin is fully committed to expanding affordable transportation options in San Francisco. Spin's low-income plan -- free 30-minute rides -- paired with fare subsidies from the SFMTA and the MTC can unlock the City for users who need affordable transportation to access services and job opportunities.

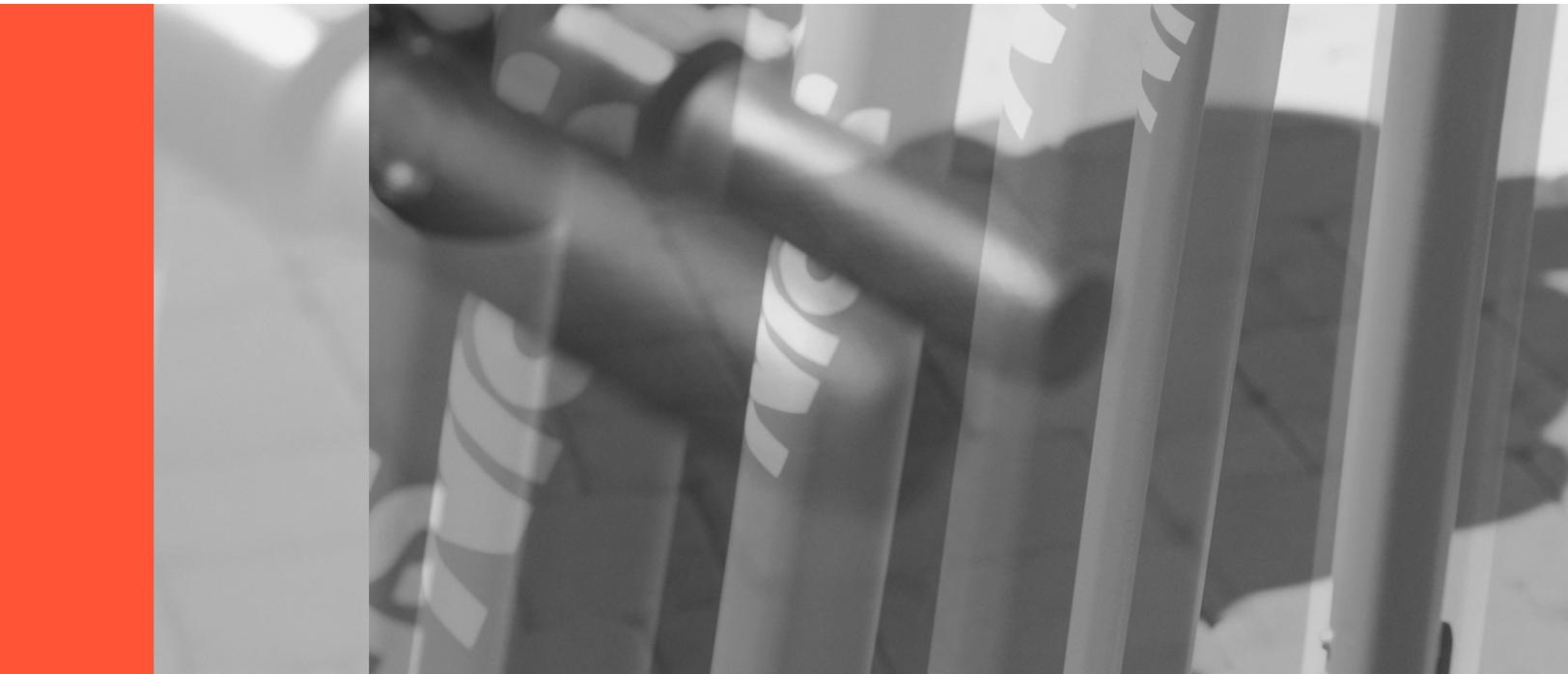
As described above, Spin has set a company-wide goal of reaching 20% low-income user plan adoption by January 2020. Additionally, Spin is launching a community outreach and redesign process for Spin Access. This plan is being implemented whether or not we are selected to operate in San Francisco, but the project will allow us to connect with organizations and individuals that could become Spin Access users.

Spin will advertise our Spin Access low-income plan in the user onboarding process, including information on how to verify their eligibility. Spin has also committed a \$20,000 budget towards Spin Access advertising in San Francisco in the first six months of operating. Eligible users can provide documentation to Spin's Customer Support team via online, phone, or in person. Additionally, Spin's Neighborhood Ambassadors will be able to provide on-the-ground support for those interested in signing up for Spin Access.

The Spin Access program is documented clearly and simply at a dedicated online page linked off our main site, and Spin will engage third-party support in San Francisco to ensure that the Spin Access program is well publicized among Communities of Concern.

D

OPERATIONS PLAN



D. Operations Plan

Spin's Operations Plan, detailed below, aims not only to meet applicable requirements but to specifically complement transit, provide speedy response to parking and daily operations issues, and serve all San Franciscans by providing a sustainable mobility option for people with nontraditional commute times and by providing Communities of Concern with affordable transportation.

In San Francisco, Spin will have a neighborhood-based operations model that -- by design -- centers our powered scooter-share service on local community engagement. Included in our plan is a map of our deployment plan ([page 34](#)), and the data we used to develop it is available on Spin's San Francisco Scooter Strategy web map available here - <http://bit.ly/SpinSFMap>. While this plan represents Spin's proposal on how to best serve San Francisco and be compliant with the permit requirements, we welcome the SFMTA's input on ideas or recommendations to improve our deployment strategy, Incentivized Rebalance Points, or fleet distribution. Additionally, Spin will solicit input, feedback, and consultation from community groups, neighborhood leaders, residents, local community advisors, and/or District Supervisors on our deployment plans in their neighborhoods.

For purposes of this Operations Plan, we assumed a fleet of 2,500 scooters applied to all Service Areas, though this plan can be adjusted accordingly based on the SFMTA's fleet-size and Service Area determinations.

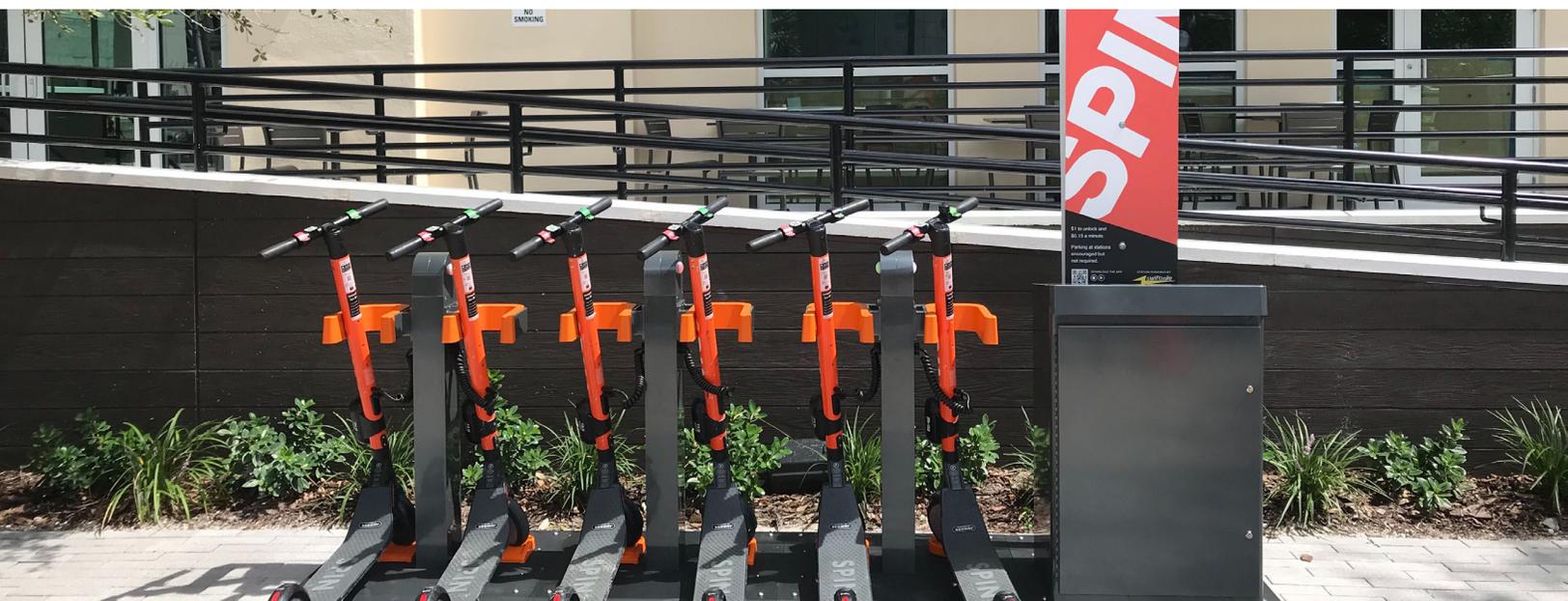
1) Hours of operation;

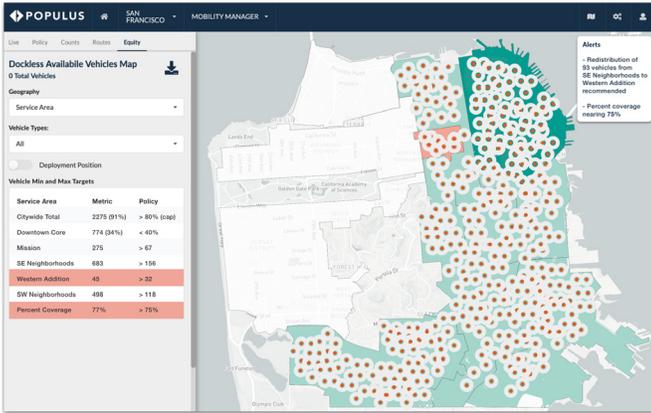
At launch, Spin's scooters will be available from 6am to 10pm across all regions of the City. Throughout the first two months of the Program, Spin plans to test adjusting hours of operation in different neighborhoods, informed through community outreach, to better meet the needs of the various communities in San Francisco.

2) Storage of scooters during non-operational hours;

During non-operational hours, Spin scooters are generally being charged or are waiting to be retrieved by Spin's Operations team. Spin's fleet is charged at our local operations warehouse(s) or at partner charging locations.

Additionally, Spin plans to fund and install up to 50 charging stations to complement our operations. Spin's charging stations improve parking compliance, reduce operational vehicle-miles-traveled (VMT), increase vehicle availability, and foster mobility hubs for encouraging multimodal trips. If selected for the Powered Scooter Share Program, Spin will implement up to 50 stations through real-estate partnerships and/or through permitting with the SFMTA. Spin has implemented charging stations in Ann Arbor and Tampa, and will be deploying them in more cities this summer. Spin's scooters may be charging at these locations during non-operational hours as well.





fleet minimums, informing our teams rebalancing efforts. See a screenshot of the tool to the left.

4) Service to neighborhoods without existing powered scooter share service;

As stated above, one of Spin's goals with our proposal is to serve as many San Franciscans as possible with our allocated fleet. This will inevitably result in launching scooters into parts of town that have not had scooter share available to-date, or have had only limited experience with scooters in their community.

Upon expansion into an Expanded Service Area community that has not had a scooter share service available prior, Spin will host consistent safety demonstrations and helmet giveaways. Spin's Community Partnerships team will proactively reach out to local organizations and attend community events to share information about Spin, the resources we can provide, receive input and feedback from neighborhood residents, and help resolve issues with our service.

Spin's Neighborhood Ambassador operational model will also extend to the Expanded Service Areas, dedicating staff to overseeing daily deployments, rebalancing, addressing daily issues like misparked or broken scooters, and staffing local community events.

5) Methods for deploying and redistributing scooters consistent with the accompanying Distribution Guidelines and Requirements;

Spin's plan for deploying scooters on a daily basis, based on a fleet of 2,500 scooters, is shown in the map on the following page. This deployment plan was informed by a geospatial analysis of Communities of Concern, high-demand transit stops, population density, the bike network, areas with longer walking distances to transit, and commercial activity - see web map for data inputs to this scoring methodology.

Micromobility Opportunity Areas - Spin's Urban Planning team has developed an analysis for mapping areas where micromobility can help people that are outside of walking distance to frequent transit reach the bus or train. This analysis includes transit headways, walk sheds, and population density to create a heatmap of areas where Spin scooters could serve the first-mile trip from an individual's residence to the transit network.

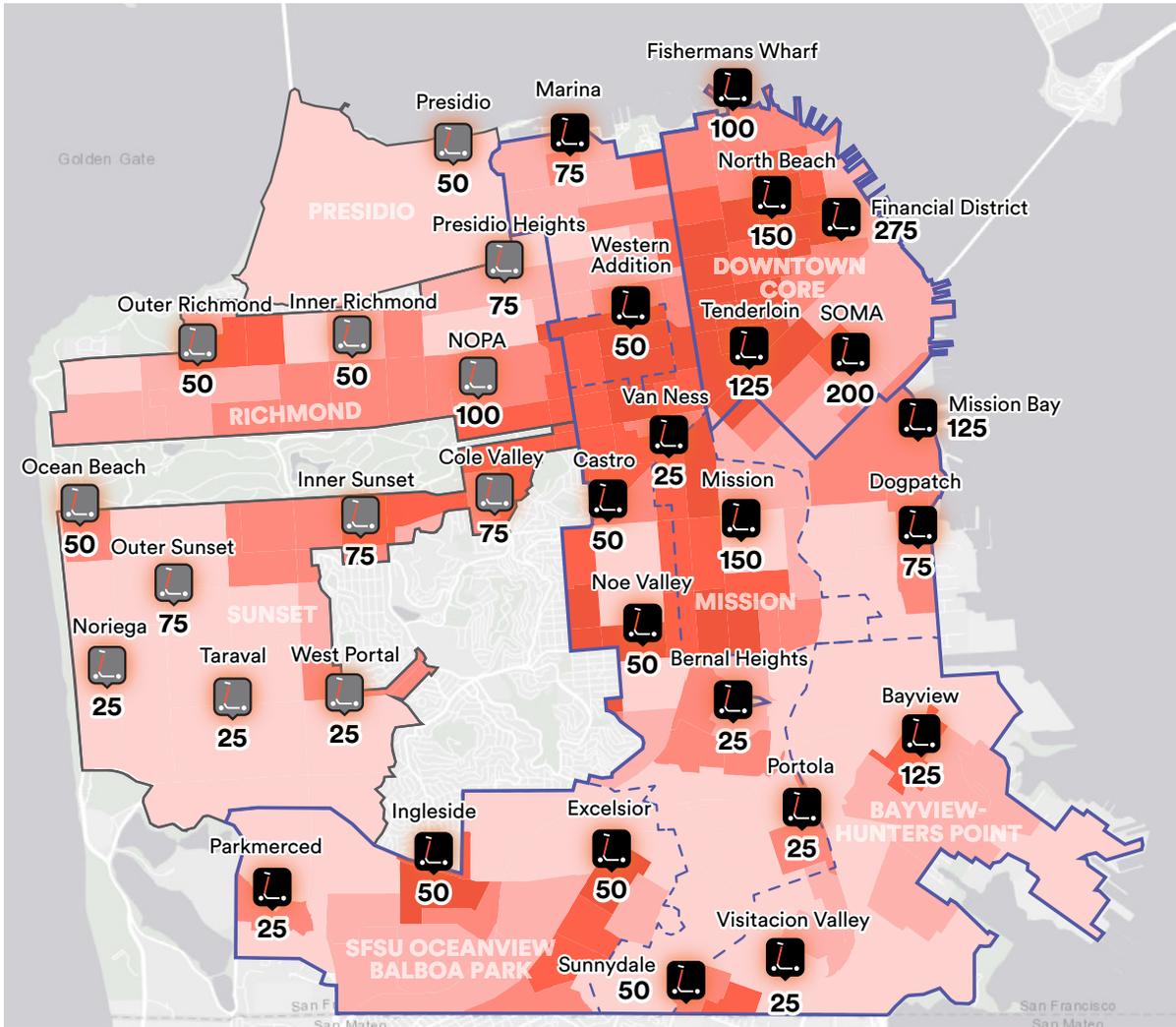
Spin understands that 1) our allocated fleet may

3) Proposal for serving Key Neighborhoods, as defined in the Distribution Guidelines and Requirements;

Please see the map above for Spin's deployment plan in Key Neighborhoods. To inform our deployment plan, Spin built a Scooter Demand/Opportunity Analysis that included datasets on Communities of Concern, transit connections, retail, bike network, population density, and Micromobility Opportunity Areas.¹ As shown in the attached map, Spin is proposing to serve Key Neighborhoods with a fleet that is 47% above the minimums stated in the Distribution Guidelines and Requirements. To determine deployment locations in Key Neighborhoods, Spin used the Scooter Demand/Opportunity Analysis to highlight specific corridors where scooters can help those outside of a walkshed of frequent transit, where last-mile connection demand is high, or where Communities of Concern could benefit from affordable transportation options.

Spin has built a daily operational plan to provide a high quality of service to Key Neighborhoods, both for morning deployments and rebalancing throughout the day. Spin's Neighborhood Ambassador operational model will dedicate at least one staff member to each Key Neighborhood to oversee morning deployments, consistently rebalance within their neighborhood, execute safety checks on scooters, correct misparked scooters, perform on-the-ground safety and parking education, perform light repairs and cleaning of scooters, collect broken scooters, and engage with the community at local events. Some of the Neighborhood Ambassadors will use electric cargo-bikes to allow for quick response to local issues and the ability to rebalance batches of scooters, all while reducing the impact on congestion and parking demand in the neighborhood. Additionally, Spin's Operations team will use a real-time fleet tracking dashboard to notify the Neighborhood Ambassadors if we are nearing the 75% coverage threshold or the

Deployment Map



LEGEND

- CORE SERVICE AREA
- KEY NEIGHBORHOODS
- EXPANDED SERVICE AREA
- SCOOTER DEMAND & OPPORTUNITY ANALYSIS
- L
 CORE SERVICE AREA DEPLOYMENT ZONES
- L
 EXPANDED SERVICE AREA DEPLOYMENT ZONES

be less than 2,500 scooters, and 2) we will only launch in the Core Service area at first, and we may be authorized to expand into only certain Expanded Service Areas. Spin will adjust its deployment and rebalancing plans accordingly based on the SFMTA's allocation of fleet and service areas.

Each morning, Spin's warehouse staff will load the fleet of charged scooters into vans and cargo e-bikes to be deployed throughout the City. Spin's Operations Specialists will deliver a fleet dedicated to a particular neighborhood to be distributed according to plan by the Operations Specialist and the Neighborhood Ambassador. Staff will park the scooters at bike racks, while still maintaining space for personal bike owners,

in accordance with Appendices 1 and 2. The entire fleet distribution will be complete by 6 am.

Spin's Operations Leads will track the fleet in real-time to ensure we are compliant with the requirements in Appendix 5. Throughout the day, Spin will proactively rebalance scooters and respond to instances when our fleet tracking tool notifies our Operations Leads that we are nearing non-compliance. When we detect that we are nearing non-compliance with any of the Distribution Requirements—for example - having more than 40% of the fleet in the Downtown Core—Spin's Operations Leads will notify the rebalancing team and the Neighborhood Ambassador and remedy the issue immediately. Aside from responding to instances

of potential non-compliance, the Neighborhood Ambassadors will be rebalancing the fleet in their neighborhood hourly.

Furthermore, Spin's Incentivized Rebalance Points (see screenshots in Section O - Appendix) will gamify the system and incentivize users to rebalance the fleet. Spin's San Francisco Scooter Strategy web map includes our initial plan for Incentivized Rebalance Points, and the inputs to determine these locations included:

- Highest-demand transit stops,
- Areas outside a walking distance to frequent transit,
- Demand areas outside the perimeter of the Downtown Core - to keep our fleet under the 40% threshold, and
- Demand areas within the Key Neighborhoods - to keep our fleet above the stated minimums and maintain 75% geographical coverage.

Therefore, in addition to directly serving both the first- and last-mile trip demand, Spin is using Incentivized Rebalance Points strategically to remain compliant with the Distribution Guidelines and Requirements.

6) Proposed methods for avoiding over-crowding of scooters in high-demand area(s)

Spin will use a real-time fleet tracking system, see screenshot above, to ensure we are compliant with the Distribution Guidelines and Requirements, and to ensure we are not over-crowding certain areas. Additionally, Spin will:

- Use Neighborhood Ambassadors to continually rebalance the fleet throughout the day;
- Dedicate staff to special events to manage overcrowding of scooters;
- Not deploy scooters in excessive volumes on the same block; and
- Use Incentivized Rebalance Points to gamify the system to self-rebalance.
- Deploy up to 50 Swiftmile charging stations on private property near high demand areas.

Additionally, Spin has also developed a game-day operations plan to address the pre-game over-crowding and the post-game demand at Oracle Park and Chase Center.

- Midday, Spin's Neighborhood Ambassadors will rebalance scooters to high-demand locations

in Mission Bay, SOMA, Potrero Hill, the Mission, Dogpatch, Bayview, and nearby transit stops, encouraging shorter trips to the venues by scooter.

- In the few hours leading up to the game, Neighborhood Ambassadors will set up parking corrals, in collaboration with venue staff, and turn on an Incentivized Rebalance Point to draw customers to this central location. Spin staff will actively address misparked scooters that do not end at the parking corral.
- During the game, Spin staff will position scooters to convenient venue egress locations. Spin will place the scooters in strategic areas that do not block the flow of individuals leaving the venue.

Lastly, Spin hopes to partner with the Giants and Warriors to build charging stations near the venues to encourage organized scooter parking and transportation alternatives. These conversations have already begun with the Warriors.

7) Adaptive Scooter Pilot Plan; (Note: this will not count towards Section D page limit)

Please refer to [Section O - Appendix](#) for Spin's adaptive scooter pilot plan.

8) Staffing and operations plan sufficient for the scale of proposed operations to meet the Distribution Guidelines and Requirements, based on submittal under Sections F and G of the application;

Spin is confident that our Neighborhood Ambassador-based operations model, paired with our deployment plan (see map above), real-time fleet tracking, and Incentivized Rebalance Points meets and exceeds the requirements in Appendix 5. Depending on the fleet Spin is allocated, Spin will dedicate up to 160 hourly staff and 6 full-time Operations Managers to oversee the deployment, distribution, parking, maintenance, and charging of Spin's fleet. Additionally, Spin's Neighborhood Ambassadors and real-time fleet tracking tool will ensure we are always compliant with the Distribution Guidelines and Requirements. See Section G for more information on our hiring plan.

9) Plan for proper scooter parking based on submittal under Section E of the application;

Users are educated on proper parking via educational screens, conveying all of the SFMTA's Do/Do Not summary text, which must be viewed before the first ride, as well as markings on scooters, and an affirmation checklist where users agree to core parking

rules. Users also can earn ride credit by taking the Good Scooter/Bad Scooter quiz, which reinforces parking and riding rules. Parking is incentivized and enforced through review of trip-end photos. New users have their first five trip-end photos reviewed by staff, and then have a 10% chance of having their trip-end photo reviewed on each subsequent trip. If any review finds non-compliance, the next five parking photos from that user are reviewed. Users are informed of the outcome of review in a pop-up the next time they open the app following review. Good parking is rewarded with ride credit. Consequences operate on a strikes system and involve fines and then lead to account suspension. Accounts which are suspended must complete the Good Scooter/Bad Scooter informational game in order to reactivate. Users are incentivized to end trips at charging stations or in rebalance zones, which are sited to reduce the demand in high-density areas.

Spin staff engaged in scooter deployment and rebalancing are presented with the same parking guidance users see as well as the SFMTA's Detailed Parking Requirements, and tested on their comprehension during onboarding. Neighborhood Ambassadors will monitor parking in their assigned area, and when issues are identified related to deployment or staff rebalancing through Neighborhood Ambassador observation or public report, rules-refreshers will be given to staff deploying in that area.

Spin's locking device facilitates a simple and intuitive trip-end experience, with a stretchable coiled cable that auto-unlocks when the user selects to pause or end their trip.

10) Proposed fleet size at launch; and

Under an assumed fleet allocation of 2,500 scooters, Spin proposes to launch 1,500 scooters in the first week and then scale up to 2,500 scooters within the first month of operating. This is consistent with Spin's standard practice of scaling up our fleet over a period of time to avoid a perception of too many scooters

too suddenly and to allow our Operations team to get familiar with the daily operational needs. Spin will ensure we are still meeting all the requirements in the Distribution Guidelines and Requirements related to Percent Coverage, Minimum Thresholds, and Required Fleet Deployment.

11) Describe your commitments to modifying your operations in response to a major transit issue (e.g. Muni tunnel shutdown)?

Spin's Partnership Promise informs every aspect of our work, and that includes working closely with our City partners when challenges like transit outages are planned or happen unexpectedly. As an example, Spin is currently partnering with the Portland Bureau of Transportation and TriMet to address a temporary transit outage. In addition to waiving the unlock fee system-wide, Spin is deploying an additional fleet adjacent to stations impacted by the outage, and providing \$5 promo codes to TriMet riders that are impacted. See images below for the flyers that we're placed on our scooters during the outage.

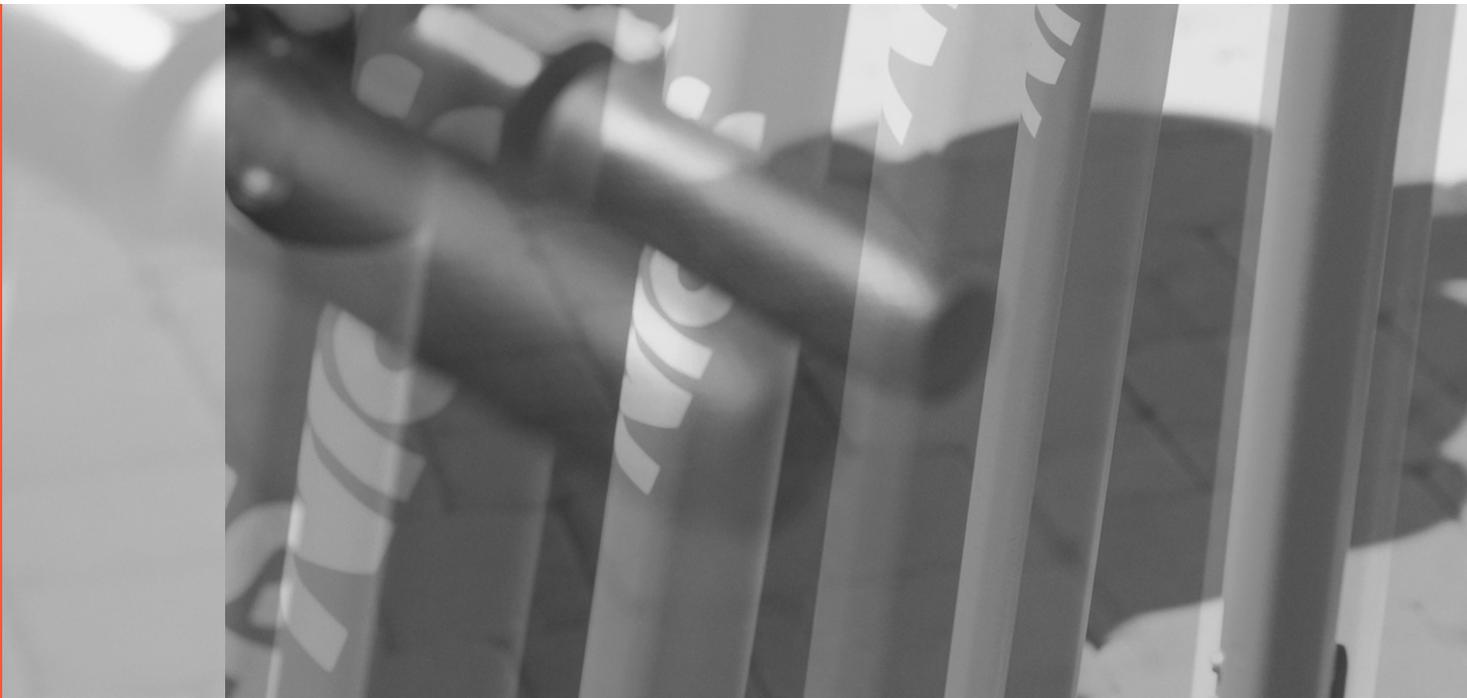
Should SFMTA have a planned transit service disruption, Spin would welcome a meeting in advance to discuss ways we can work together and reduce the impact of the service disruption on commuters. In the event that unexpected service disruptions occur, the SFMTA may contact Spin's Neighborhood team to redeploy scooters to affected areas and provide discounts to impacted users.

Free Unlock Hang Tags



E

PLAN FOR SAFE SCOOTER RIDING & PARKING



E. Plan for Safe Scooter Riding & Parking

1) Proposed approach to ensure user compliance with laws

Spin takes seriously the need to model, incentivize, and enforce compliant user behavior. While Spin constantly improves the ability of our technology and platform to track and reinforce good behavior, we are excited to offer the following measures at launch in San Francisco:

Education/Notification System/Training

Offered a minimum of three times per quarter at rotating locations around the city, the Spin Safe in-person curriculum gives users a chance to learn about and experience safe and compliant scooter operation in a welcoming setting. Led by experienced Spin education staff, the Spin Safe curriculum includes a scooter test-track, educational materials tailored to San Francisco riding and parking regulations, free helmets, and assistance enrolling in Spin Access. Generally presented in a drop-in format, Spin Safe involves small-group instruction on the key elements of safely and compliantly riding a scooter:

- Finding the right riding position
- Getting used to the power of the accelerator
- Using each braking system and understanding stopping distance
- Maneuvering to avoid small obstacles
- Where to and where not to ride
- Proper parking

Rules clearly conveyed in-app

New riders must view a comprehensive set of rules and instructions with supporting diagrams before they can take their first ride. The most critical compliance rules will additionally be shown for all users before every ride. These are, at minimum:

- Do not ride on the sidewalk
- Lock the scooter upright to a bike rack or post near the curb
- Never obstruct any pedestrian space, access or pathway

These rules are also conveyed on the scooters themselves.

Spin Safe reminders via pop-ups and email

Spin regularly reaches out with safety campaign material via in-app notifications and email. These tips focus on compliance issues, seasonal riding advice, safety event offerings, special messages from the SFMTA, and more.

Staffed parking compliance monitoring

Parking scooters in an urban environment without causing impact is a nuanced undertaking, and enforcement measures must be similarly sophisticated in order to provide the needed level of clear feedback for users. Spin believes this can only be done with a human touch, which is why parking photos from San Francisco will be reviewed by staff to issue positive reinforcement or corrections and warnings.

Incentives and Consequences

When reports from the public or our review process reveals non-compliant behavior, users are shown pop-up messages in app and issued corrective instructions, fines, and eventually account suspension. When our review process finds compliant parking behavior, users receive a ride credit benefit.

Good Scooter/Bad Scooter game with rewards

The in-app Good/Bad Scooter game feature provides an interactive educational experience for all users as well as a mandatory checkpoint for users wanting to correct an account suspension for bad behavior. Available in the app's menu, the game offers ride credit as a reward for viewing a set of pictures of parked scooters and scooters being ridden and selecting whether or not the pictures depict compliant behavior. Correct answers are reinforced with citation to the relevant local rule, and incorrect answers lead to concise, supportive educational content to correct mis-understanding.

Scooter Charging stations

Being able to park a scooter in a physical charging station or dock makes compliant parking intuitive for users. Spin has led the implementation of charging stations for shared e-scooters, with pilot stations in use in Tampa and Ann Arbor. Riders can reliably find charged scooters docked in stations. Because stations use a swappable battery, solar panel, or are hard-wired to nearby electricity, scooters returned to stations and plugged in reduce the need for



Parking photo review with rewards

Using machine-learning algorithms and human review by Spin staff, trip-end parking photos get reviewed for compliance with the SFMTA's scooter parking guidelines. The first five trips a new user takes are all reviewed, with every trip after those five having a 10% chance of being randomly selected for review. If users are found at any time to have parked incorrectly, their next five trip-end photos are reviewed. When new users are found to have parked correctly, they are congratulated in a popup for the next five times they open the app and given ride credit.

Charging stations and Rebalance Points

Users who end their trip at a Spin charging station or an Incentivized Rebalance Point will receive ride credit.

operations staff to pick up and transport scooters as well as lower VMT and the environmental impact of our operations. Spin is eager to work with the SFMTA and private-property owners to explore the value of introducing charging stations to make Spin's scooter fleet semi-dockless, and to facilitate the reliable availability of adaptive vehicles.

Spin will show new San Francisco users the SFMTA's full set of 13 Do/Don't Summary statements (Powered Scooter Share Application Appendix 1 and 2), with supportive diagrams, before users can take their first ride. Before every ride, Spin will reinforce these expectations by showing a screen reminding users:

- Do not ride on the sidewalk
- Always lock the scooter upright to a bike rack or post near the curb
- Never block any pedestrian access when you park

The above statements are also printed clearly on the scooters themselves. Additional reminders are shown when the user presses the "end trip" button in the app.

When staff reviews a user's parking photo, the user gets a popup in the app congratulating them on correct behavior or a popup with corrective information about what they did wrong.

Spin regularly sends notifications, in-app popups, and emails conveying reminders about parking and riding rules, as well as safety tips.

Spin staff and/or machine-learning algorithms review parking photos in order to provide clear, fair, and educational feedback to our users on their behavior. The first five trips a new user takes are all reviewed, with every trip after those five having a 10% chance of being randomly selected for review. If users are found to have parked incorrectly, their next five trip-end photos are reviewed. A transparent set of consequences is a critical part of helping users understand their responsibilities.

When a user's trip-end photo does not show compliant parking, our Customer Support team triggers the following notifications and consequences:

- First time in a rolling month: Customer Support team issues a warning notification with a reminder about the specific rule broken, and a reminder that incorrect parking can lead to fines and account suspension.
- Second time in a rolling month: Customer Support team issues a warning notification with a reminder about the specific rule broken, and a reminder that incorrect parking can lead to fines and account suspension. User receives a \$5 fine.
- Third time in a rolling month: Customer Support team issues a \$10 fine and the user account is suspended. In order to get off suspension, users must play the Good Scooter/Bad Scooter game.

Further infractions in a rolling month: \$10 fine and account suspension each time.

Non-compliant rider reporting

Using the app, Spin website, 24/7 phone line, or social media, anyone can report non-compliant user

behavior. Spin staff correlate the location and time of the report with ride data. If a match is made based on Spin staff judgement, the user account receives consequences based on the strike system outlined below, including fines, account suspension, and eventually account and payment-method bans.

If no clear match can be made with the information provided, warning emails are sent to all potential match accounts in the area with reminders about rules.

Neighborhood Ambassadors monitoring behavior

Spin operations staff who are assigned to specific neighborhoods monitor compliance during service hours and report non-compliant behavior to facilitate the issuing of consequences.

User notification and consequences

When a match is made between a non-compliant riding report and a user account, the user receives a pop-up notification the next time they open the Spin app letting them know about:

- 1st reported non-compliant riding behavior: \$10 fine
- 2nd reported non-compliant riding behavior: \$25 fine, 24-hour account suspension, and a mandatory Good Scooter/Bad Scooter game to unlock.
- 3rd reported non-compliant riding behavior: Account and payment-method banned.

Users are provided an opportunity to contest reports by contacting our Customer Support team. Users who do so can have up to one strike forgiven.

All complaints are staff-reviewed and compared to the available data including, but not limited to, trip GPS data, photographic evidence, and staff observation.

Users are given one opportunity to contest a safety violation report and can have up to one strike forgiven, with the benefit of the doubt going to the user, except in cases where non-compliance is clearly demonstrated through, for example, photo evidence.

Origin of report, exact content of report, consequence given are recorded in database for SFMTA as described in Appendix A #29.

Measure 1: Spin will make a version of the Good Scooter/Bad Scooter game mandatory for all new users.

Measure 2: Spin will add additional Neighborhood Ambassadors to monitor compliance.

Measure 3: Spin will implement forward-facing cameras on at least 10% of the deployed fleet, and manually review randomly captured frames to assess compliance with riding rules.

2) Describe the locking mechanism(s) you commit to deploying upon program launch that will allow scooters to be secured to fixed objects as specified in Appendix 1.

Spin's locking mechanism uses wireless connectivity and an advanced integrated cable system to securely attach the scooter to fixed objects. The cable coils and clicks into the lock mechanism for safe storage while riding. Spin's lock does not use combination codes or physical buttons, is powered by the scooter's battery, and has a theft-deterrent and tamper-resistant design.

Spin's proper parking incentives and consequence structure will ensure that scooters are not locked to non-compliant fixed objects. Because every end-of-trip photo is reviewed, non-compliant parking behavior is quickly identified and addressed.

3) Describe your commitment(s) to ensure customers have a valid driver's license, and the notification process for registered users who do not have one.

Spin's driver's license scanning requires each user to provide a valid driver's license at account creation, which the system verifies instantly using Onfido, an industry leading ID verification system. It is not possible to continue with account creation or to take a ride if the license cannot be verified. Users signing up for non-smartphone scooter use through Spin Access provide a picture of their ID that our Customer Support team verifies manually using OnFido.com.

The Spin app will prompt San Francisco riders to re-scan their license once every six months to ensure the license remains valid.

4) Describe commitments to ensure that users wear a helmet while riding, including device innovations that make a helmet available as part of each rental.

Helmet Access Through App - Shipping or Local Pickup

Using a link in the Spin app, users can request a helmet to be shipped to them or for them to pick up. For the shipping option, the user covers shipping for

\$10. A local pickup option is provided for free, allowing users to receive a code that entitles them to pick up a helmet from a local business partner. Spin will have at least one business partner for helmet pickup in each supervisory district. Local helmet pickup is free.

Free Helmets at Events

Across all events in which we participate in San Francisco, Spin will give away a minimum of 500 helmets per quarter.

Folding Helmet Discount

Based on our customer survey data, Spin believes that a packable personal helmet is the helmet most riders would be likely to consistently use. Spin is excited to partner with folding helmet manufacturer Overade to provide a 30% off discount to all new riders on Overade's Plixi folding helmet.

5) Describe procedures for noncustomers to notify the company through phone, app, website, or email, if there is an improperly parked scooter, along with how the operator commits to responding, and commitments for logging these complaints in the shared complaints database as described in Appendix A #29.

- **App:** Anyone, including members of the public who are not users -- can report an issue, such as a mis-parked scooter or non-compliant riding behavior, through the app without creating an account.
- **Phone:** Spin's support team is available 24 hours a day by phone at 1-888-249-9689.
- **Spin website:** Scroll to the bottom of any page on www.spin.app and click the "Report a scooter" button to open the report form.
- **Email:** Email support@spin.pm
- **Social media:** Tag or DM @ridespin on Twitter or Instagram
- **Scooters:** Scooters have contact information printed on them, including in braille.

No matter how one reports an issue, Spin's Customer Support team ensures that processes are promptly followed to exceed permit requirements.

For improperly parked scooters, a Neighborhood Ambassador will ensure that the scooter is moved within no more than two hours from receipt of actionable notice of the scooter being misparked. If scooters are reported to have profane graffiti, a

Neighborhood Ambassador will remove them from the right of way within 4 hours or remove such graffiti.

For non-compliant riding reports, Spin's Customer Support team works to identify and notify riders as described in 1(e).

6) Describe procedures you commit to following for responding to an identified problem of consistent over-concentration of scooters at a specific location (e.g. where the number of scooters exceeds available parking). Include operational measures like scooter valet, or other incentive programs to relocate such scooters to less crowded areas.

Incentivized Rebalance Points

As described in Section D, Spin has identified a series of that are identified in the app and allow users to receive ride credits for ending their trips there. Spin will actively manage the location of these rebalance points to incentivize users to end trips away from observed high-demand zones.

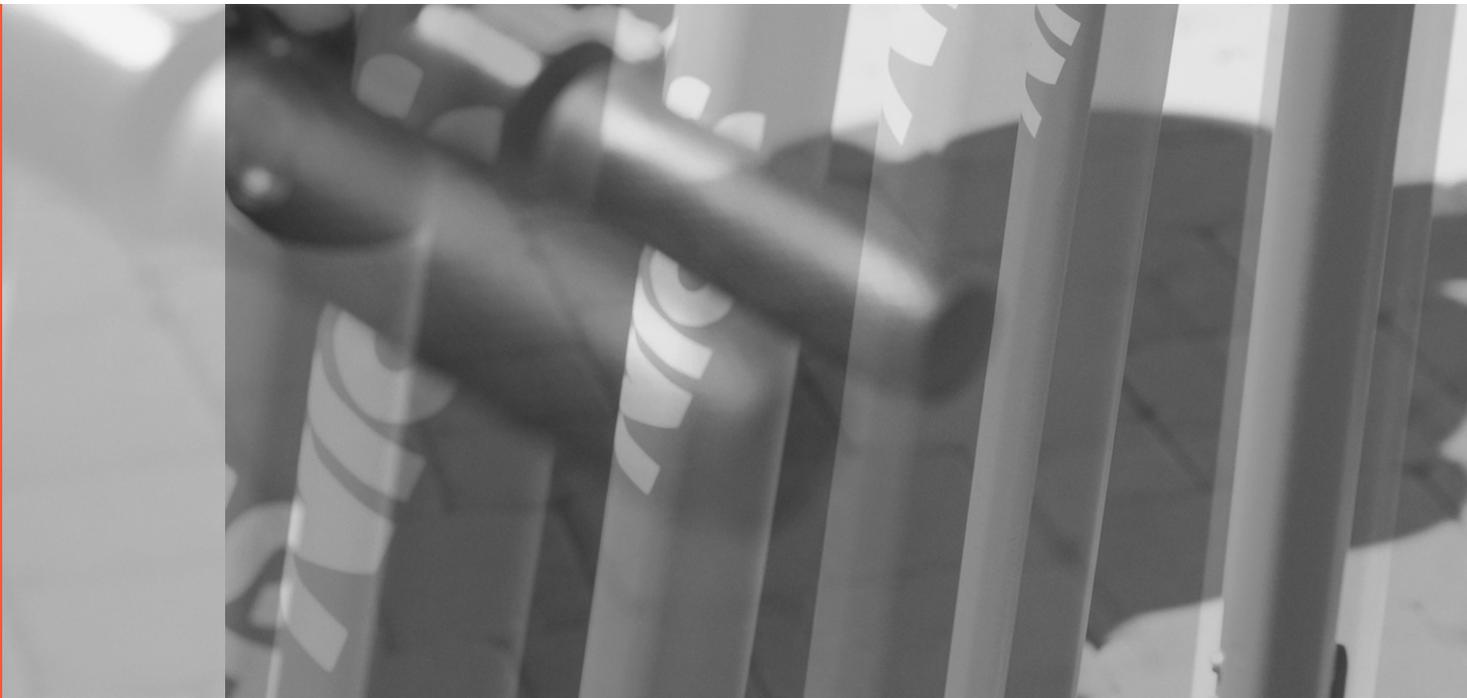
Rebalancing by Neighborhood Ambassadors

Spin Neighborhood Ambassadors monitor parking in their neighborhood focus area during service hours, repositioning scooters that over-fill bike rack areas or are non-compliantly parked. Neighborhood Ambassadors also respond to requests from the City or public to reposition scooters within two hours. Spin's Neighborhood Ambassadors will also setup scooter valet stations at large stadium events - see Section D for more information.

7) Describe how you commit to educate users on how to report a collision or other safety incident to you and appropriate authorities, including an option to report these issues at the end of every ride.

Before users take their first ride, an educational screen reminds them to report incidents and safety issues to Spin and relevant authorities. At the end of every ride, users are automatically shown a screen to report any issue or incident that arose during the ride. At all times during the ride, users can click the "!" icon to report an issue or incident. Spin retains all collision reports and will submit to SFMTA monthly as required. All safety-related reports trigger Spin's incident response process, with scooters made unrentable and then picked up and investigated by a mechanic.

F RECHARGING, MAINTENANCE, CLEANING, AND SUSTAINABILITY PLAN



F. Recharging, Maintenance, Cleaning, and Sustainability Plan

1) Describe how scooters will be recharged.

1a) The Spin Team app is our internal tool for scooter-fleet management, and our operations staff constantly monitors the app to assess fleet distribution and battery levels and to plan efficient scooter pickup routes. Neighborhood Ambassadors will also monitor the Spin Team app and gather low-battery scooters into groups to allow for fewer and more efficient pickups.

Because Spin's SF workforce will consist only of W2 employees, Spin is able to offer and require comprehensive training and orientation, as well as regular skills and knowledge refreshers. A minimum of one hour is spent going over charging and battery safety during onboarding for any new staff involved in charging, including how to identify possible battery issues such as leaks or swelling; battery handling, Personal Protective Equipment, and storage practices; warehouse fire prevention and response plan, such as locations of essential emergency equipment; essential practices for maintaining a safe charging environment; scooter rotation and monitoring during charging; and incident reporting and response processes. Employees are quizzed on this information at the conclusion of onboarding, and they are given refreshers at least quarterly, as well as in response to changes in processes or introduction of new hardware.

1b) Spin's all-W2 staff go through a comprehensive training and onboarding process, during which local parking rules and practices are covered both in learning modules and during accompanied real-world training. Trainings for San Francisco will carefully stress the deployment parking guidelines given in Permit Requirements 27, to yield to and give priority to Muni, that parking in red zones as well as idling are forbidden, and that vehicles must be pulled fully up to the curb and may not impede vehicle travel lanes or bike lanes. These, as well as the scooter parking regulations also shown to riders, are reinforced for new employees via a slideshow depicting compliant and non-compliant vehicle and scooter parking examples, and then quizzed on their comprehension of the rules. Locations selected for deployment must have ample bike rack capacity or a Charging Station. Spin has developed a neighborhood-level plan that includes more than 40 Neighborhood Ambassadors ("NAs") and Operations Leads ("OLs") to help manage

San Francisco's neighborhoods. Responsibilities of NAs will include reviewing and correcting scooter parking and deployment within their areas, and reporting issues to their OL. OLs in turn provide training and refreshers to deployment staff. Lastly, Spin will equip some of the NAs, where feasible, with cargo e-bikes to retrieve and rebalance scooters, reducing the impact on neighborhood parking demand.

1c) Spin will employ several proven strategies for reducing congestion and VMT related to and resulting from fleet management activity:

Grouping Scooters for Pickup

NAs will roam their geographic area throughout the day, relocating low-battery scooters and those needing repair onto the same block so that they can be picked up with one rebalance vehicle stop.

Zero-Emission Vehicles for Neighborhood Ambassadors

Spin's W2 NAs will either be on foot or assigned a zero-emission vehicle (such as a cargo e-bike or light duty electric vehicle). Only warehouse vehicles used for deployment and pickup will consume fossil fuels.

No Private Vehicles

Our operations will not involve private vehicles in San Francisco. This allows us to train our staff who drive for efficiency and VMT reduction.

Swappable Batteries

Spin is currently developing our next-generation scooter model with swappable batteries that is scheduled for release in summer 2020. This will further reduce congestion by allowing Spin to use light-duty and smaller size vehicles.

Charging stations

As we have done successfully in other cities including Tampa, Florida, Spin intends to deploy scooter charging stations through agreements with private property owners and/or City right-of-way permits, and direct riders to these locations such that scooters charge through solar, station battery swaps, or hard-wired stations, cutting down on vehicle pickup needs and associated VMT. Spin looks forward to working with the SFMTA to identify locations where scooter charging stations may be appropriate additions to public right-of-way at no cost to the City.

1d) Similar to our other markets, all vehicles used for fleet management in San Francisco will have onboard telematics devices that track trip mileage and fuel consumption. These records will be actively reviewed and maintained by Spin Operations Managers, and make this data available to the SFMTA monthly or as otherwise required to the SFMTA.

1i) VMT reports to the SFMTA will categorize VMT and fuel consumption by EPA vehicle size class as defined in the US Fuel Economy Guide and 40 CFR § 600.315-08. Non-revenue trips taken on electric or human-powered vehicles carrying or picking up scooters will be included and so-identified.

2) Provide a complete Life-Cycle Analysis (LCA) of your scooter model(s) to be deployed, or describe how you plan to conduct and share a life-cycle analysis with the SFMTA within 6 months of permit issuance.

Spin will deploy our newest scooter model in San Francisco. Life Cycle Analysis for this vehicle and its associated supply chain has been initiated and will be completed by the end of 2019. The MIT Materials Research Laboratory is contracted to perform the LCA, as described in the attached **Aug. 7, 2019, letter of confirmation**. We look forward to reporting and learning from the results of this analysis.

3) Describe the applicant's approach to maintenance, cleaning, and repair of scooters, safety check protocols, and minimum standards for repair and cleaning.

Daily Scooter Check

Every time our staff handle our scooters for charging and rebalancing, they perform a four-part check for safe function:

- Structural integrity (holding bars, applying bodyweight to board, and rocking bars back and forth)
- Brake and throttle check (on brief test ride, testing brake and throttle for normal functionality)
- Visual inspection (top to bottom check of the scooter for any graffiti, damage, or abnormality)
- Visual inspection of battery compartment for any abnormality

Comprehensive Monthly Check

Each month or any time a repair or safety complaint is submitted, scooters receive an in-depth safety check,

performed by a Spin mechanic and conducted within a Spin warehouse facility, which includes:

- Structural integrity check including tightening of all fasteners
- Review of all electrical systems (throttle, brake, display, motor) for normal functionality and absence of abnormalities such as unusual sounds
- Battery health assessment utilizing proprietary Spin process

The results of comprehensive checks are documented and will be reported to the SFMTA.

Repair

Scooters are repaired by W2 mechanics working within Spin facilities. Spin pro-actively identifies scooters in need of repair via a form shown at the end of every ride, and our daily and monthly scooter check processes. Additional detail regarding Spin's approach to repair is provided below.

4) Describe procedures for customers to notify the company that there is a safety or maintenance issue with a scooter, and procedures for removing that scooter from service until it is inspected.

24/7 Support Channels: Users and the general public are referred to Spin support in many ways, including forms at the end of every ride, markings on the scooter including in braille, forms available in app without creating an account, and on Spin's website and social media. Spin's support team swiftly triages and refers any reported issues. When scooters are reported as having any repair need or any potential safety-related issue, they are immediately disabled from rental by Spin's support team.

In-Person Presence: During business hours, NAs patrol their assigned geographic area in clearly visible uniforms to make sure that potential users or pedestrians have the opportunity to ask them any questions or report a scooter with potential safety or maintenance issues.

Prompt Pickup and Review: All scooters reported as having a maintenance issue or safety issue are disabled from rental by Spin's support team. NAs may move these disabled scooters to group them such that pickup can be performed without generating unnecessary VMT. Issues related to graffiti or parking are addressed promptly without scooter pickup by the NA if possible.

5) Describe how you will comply with the City’s Zero Waste and Producer Responsibility policies, including taking responsibility for the scooters throughout their life cycles by properly managing hazardous components including batteries, reducing the need for new scooters through repair, redistributing for reuse, and recycling or otherwise properly disposing of all component parts. Refer to the Sustainability Guidelines and Requirements.

Spin believes shared micromobility will be helpful to the City’s pursuit of its Zero Waste goals and commitments as a C40 signatory, and we look forward to supporting the city in this regard through continual product, system, and operational refinement that maximizes the service life of our vehicles, and reusability and recyclability of their components.

Renewable Energy

Spin scooter charging is facilitated by our W2 staff in Spin facilities, and does not involve at-home charging. Spin will use 100% renewable energy for buildings we use for scooter charging, via PG&E SolarChoice or CleanPowerSF SuperGreen. Spin will choose facilities where these options are available.

Modular Approach to Repair Refurbishing

Spin has implemented a modular approach to repair to maximize reusability of scooter components and minimize the carbon costs associated with the shipping of whole scooters. Spin’s regional service centers receive and refurbish the “modules” that make up our scooters - the motor wheel and fork, the handlebar assembly, the base, the battery stalk - when these elements are no longer repairable by Spin’s local mechanics. The service centers are able to send out refurbished modules to markets rather than receiving and shipping full scooters.

Waste Reduction, Recycling, and Battery Management

Eventually, re-use and refurbishment of scooter components is no longer possible and Spin is committed to proper recycling and disposal of all scooter parts. Spin is working with San Jose-based consultant Green Earth Sustainable Solution to ensure that all parts of our scooters are properly recycled, including both end-of-life and damaged lithium ion

batteries. Batteries are given a charge test in careful inspection - those that pass are reused in our fleet. Non-leaking batteries are shipped to a precious metals reclamation facility to recapture and recycle their cadmium, cobalt, nickel and aluminum. Batteries showing any sign of damage are shipped to a separate facility able to recycle 100% of component materials. Throughout, Spin carefully maintains safe battery handling, storage, and transport.

6. Describe your commitments to ensure scooters do not be foul the environment.

Spin is committed to keeping scooters out of San Francisco Bay and all other sensitive environmental areas in the region.

• Neighborhood Ambassador Monitoring

NAs assigned to geographic regions near water will include waterfront areas on their rounds in order to check for scooters which may have become submerged, as well as to potentially observe individuals throwing scooters into water bodies and contact the appropriate authorities.

• Retrieval

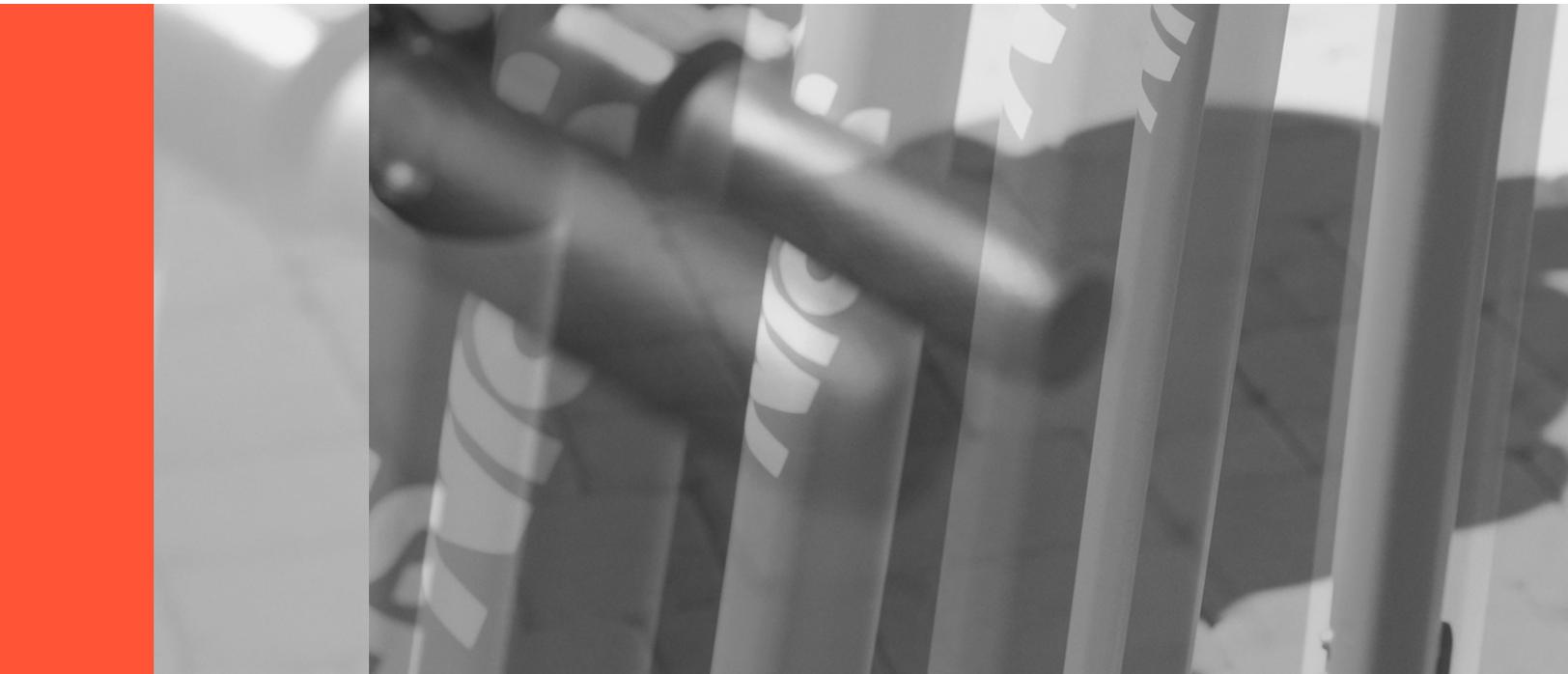
Spin commits to removing any Spin scooter identified as submerged or otherwise befouling a sensitive environmental area within 24 hours of a conclusive report. To achieve this, Spin will contract with a certified diving and salvage firm. In the case of inconclusive reports, Spin commits to investigating the inconclusive report within 24 hours.

7. What overall fleet size to Permitted Scooter ratio is needed to maintain a given number of Permitted Scooters?

Spin will maintain a number of deployable scooters in San Francisco equal to a minimum of 150% of Spin’s permitted scooter allotment - 1.5 scooters for every permitted scooter.

G

HIRING AND LABOR PLAN



G. Hiring and Labor Plan

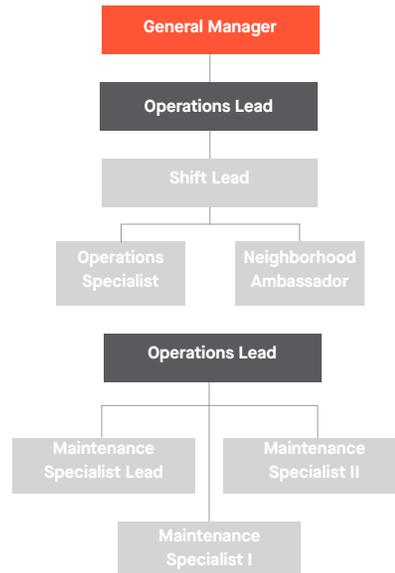
1) Describe the staffing plan

Hourly Employee Hiring

Assuming Spin is awarded 2500 scooters to operate, our plan is to hire up to 160 part-time and full-time hourly employees and 6 full-time salaried employees for our San Francisco operations.

We will source candidates from the community working through the OEWD's First Source program, partnerships with local hiring organizations, consultation with Spin's local community advisors, Teamsters Local 665, neighborhood events with recruiting components, and other traditional recruiting methods like online and physical job postings and working through the EDD. Spin maintains a robust training and promotional system for employees to advance in the organizational chart.

Organization Chart:



Role	General Responsibilities	Headcount
Bay Area Regional General Manager (salary) - "RGM"	Manages combined P&L of the entire Bay Area region, city government relationships, and operations teams.	1
San Francisco General Manager (salary) - "GM"	Manages day-to-day warehouse operations. In large metropolitan markets, OMs will report to GMs of that market.	1
Operations Leads (salary) - "OL"	Manages day-to-day warehouse operations and neighborhood operations.	5
Shift Lead (hourly) - "SL"	Coordinates schedule of Operations Specialists/Neighborhood Ambassadors and reporting of all rebalanced, deployed and/or picked up scooters on a shift.	18
Maintenance Specialist Lead (hourly) - "MSL"	Manages team of Maintenance Specialists, sets daily/weekly goals for team. Trains and onboards new Maintenance Specialists. Does repairs themselves, but also oversees repair quality and speed of the team.	2
Maintenance Specialist II (hourly) - "MS II"	Does repairs themselves, but also oversees repair quality and speed of the team. Trains and onboards new Maintenance Specialists.	4
Maintenance Specialist I (hourly) - "MS I"	Performs and logs repairs on Spin vehicles.	14
Operations Specialist (hourly) - "OS"	Deploys and picks up scooters on a set schedule. May perform light repairs or do miscellaneous tasks in the warehouse or in the field.	71

Neighborhood Ambassador (hourly) - "NA"	NA's manage their assigned neighborhood, by performing tasks such as: <ul style="list-style-type: none"> • Consistent scooter rebalancing • Inspections and safety checks of scooters • Light repairs and cleaning of scooters • Aggregation of broken and low battery scooters • Engagement at local community events • Gathering input on from local stakeholders on deployment • On-the-ground response team during transit disruptions 	47
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2) Describe employment standards, whether independent contractors or full-time employees.

The entirety of Spin's workforce in San Francisco will be full-time and part-time W-2 employees. As such, Spin will follow all applicable federal, state, and San Francisco labor laws applicable to employees. Specifically, in San Francisco this includes the following ordinances: Minimum Wage, Paid Sick Leave, Lactation in the Workplace, Consideration of Salary History, Fair Chance, Health Care Security, Family Friendly Workplace, and Paid Parental Leave. All hourly employees undergo a background check and motor-vehicle report check upon hire. Spin considers qualified applicants with arrest and conviction records, consistent with applicable local, state, and federal law.

3) Describe how permittee's hiring plan will comply with state and local laws, and best practices regarding equal opportunity, local hiring, and fair wages.

State and Local Laws

In addition to the San Francisco ordinances listed above, Spin complies with all federal, state, and local laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Fair Labor Standards Act, the Age Discrimination in Employment Act, the Equal Pay Act, the Americans with Disabilities Act, the Employee Retirement and Income Security Act, the Worker Adjustment and Retraining Notification Act, the Family and Medical Leave Act, the Genetic Information Non-Discrimination Act, the Lilly Ledbetter Fair Pay Act of 2009, the Fair Credit Reporting Act, the False Claims Act, the Sarbanes-Oxley Act, the Uniformed Services Employment and Reemployment Rights Act, the Occupational and Safety Health Act, the California Fair Employment and Housing Act, the California Labor Code, the California Constitution, the California Family Rights Act, and the California Business and Professions Code.

Equal Opportunity Employer

Spin is an equal opportunity employer and will not discriminate against any employee or applicant for employment in an unlawful matter. We celebrate diversity and are committed to creating an inclusive environment for all individuals. Spin treats all employees and job applicants on the basis of merit, qualifications, and competence without regard to any qualified individuals' sex, race, color, religion, national origin, ancestry, gender (including pregnancy, breastfeeding, or related medical condition), sexual orientation, gender identity, gender expression, age, physical or mental disability, medical condition, genetic characteristic or information, marital status, military and veteran status, or any other characteristic protected by local, state, or federal law. Spin also considers qualified applicants with criminal histories, consistent with applicable local, state, and federal law. Spin is committed to providing reasonable accommodations for qualified individuals with disabilities in its job application procedures.

Local Hiring

See section 1, paragraph 2

Fair Wages

Spin's San Francisco workforce consists entirely of W-2 employees. Spin's wages reflect market and industry rates in context of a comprehensive economic package that includes health, vision, and dental benefits for full-time employees. Furthermore, Spin has signed a Labor Peace Agreement with Teamsters Local 665 to solidify its commitment for workers to exercise their right to organize and collectively bargain. Spin's hourly rates range from \$16-\$24 depending on the role, an individual's experience, and other metrics.

4) Describe how permittee will be transparent with any contractors in regards to hourly rate and net of job related expenses.

Not applicable.

5) Describe the skills and training procedures for staff and contractors.

Maintenance, warehouse and field employees go through an initial onboarding training program that covers Spin’s employee handbook, company culture, general safety, warehouse operations, scooter safety, and operations.

Training Schedule

- Onboarding: all new employees undergo OSHA, battery safety, and operational standards training upon joining Spin.
- Ongoing weekly specialized trainings focus on improving practices or policies that Neighborhood Ambassadors, support staff, and other operations staff have flagged, based on, but not limited to, feedback from neighborhood residents, users, and incident reports.
- Monthly reviews include OSHA, battery safety, user engagement, and operational standards training.

Training Courses

- OSHA and battery-safety trainings are held in Spin warehouses and include a review of the Injury and Illness Prevention Program (IIPP), Materials and Safety Datasheets (MSDS), and Spin best practices in case of safety incidents.
- Operational Standards trainings are provided in video and visual guides, and Spin provides training in multiple languages depending on employee needs. Training encompass:
- Operational methodology: How to maintain proper minimum device availability within all service areas, and how to aggregate devices for collection by warehouse staff.
 - i. Parking standards: how and where to properly park, and how to manage each operating area to ensure adherence to standards.
 - ii. Operational Zone reviews and updates: regulating speed, distribution of devices, and conditions specific to particular neighborhoods within the operating area.
 - iii. Device Safety Checks: how to inspect a device and test ride it for deployment, and how to clean a scooter properly.
 - iv. Operational methodology: How to maintain proper minimum device availability within

all service areas, and how to aggregate devices for collection by warehouse staff.

- v. Loading and unloading scooter best practices

6) Provide a labor harmony plan

Spin has signed a Labor Peace Agreement with Teamsters Local 665 inclusive of a card check clause, neutrality clause, and provision to provide access to employees through work site meetings and name/contact information for hourly operations personnel.

Consistent distribution, operation, and maintenance

Spin only employs W-2 employees to handle the distribution, operation, and maintenance of its scooters. Because Spin can exercise employer control over its employees, Spin’s employees are robustly trained on the highest industry standards for the distribution, operation, and maintenance of scooters. They will also be trained on SFMTA permit requirements. Spin employees are held accountable to the aforementioned standards and requirements, and all Spin operations employees also undergo extensive safety training.

Spin will ensure no disruptions in service by hiring in excess of basic operational needs to account for workforce attrition, paid time off, sick leave, and seasonal highs. Spin has also signed a labor peace agreement, which through its provisions ensure Spin will remain neutral during any organizing drive and will accept a neutral card check.

Work Hours, Working Conditions, and Wage

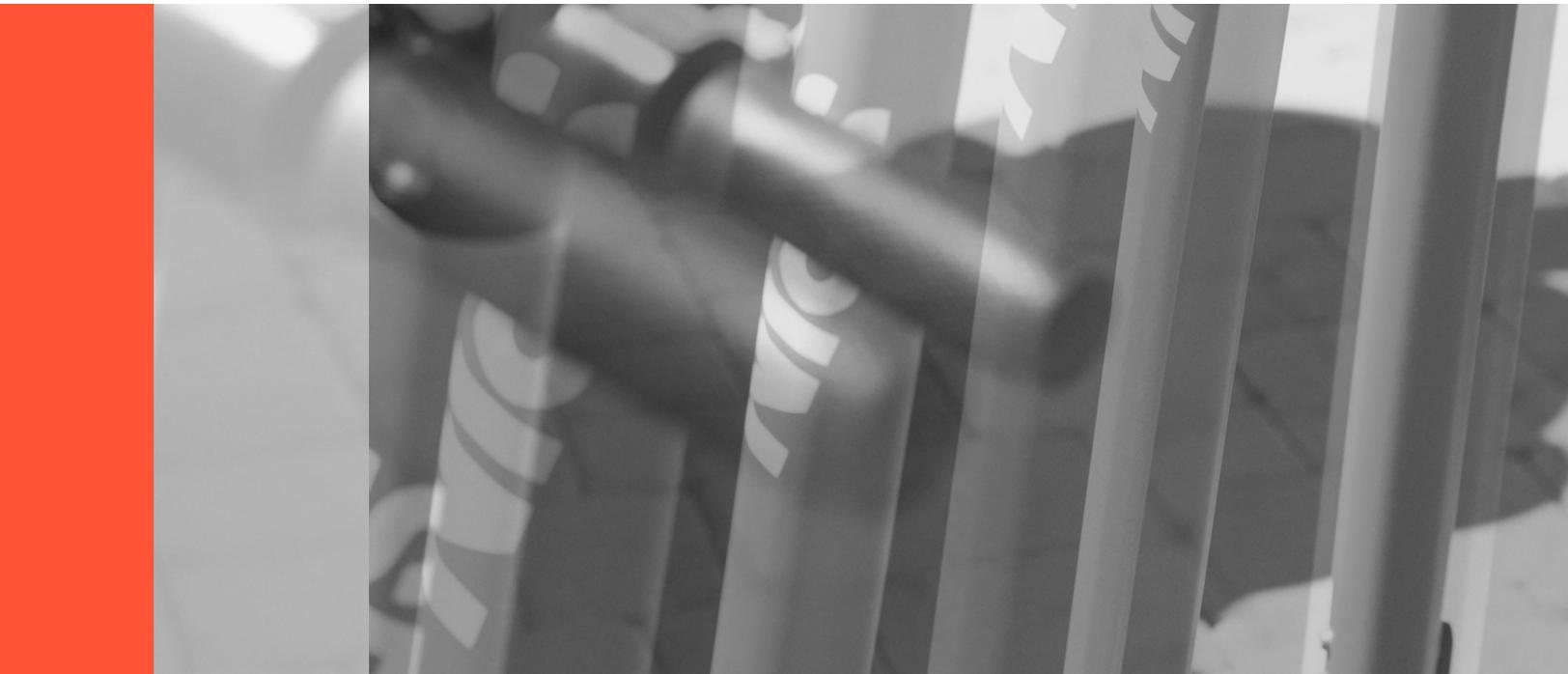
Each day will consist of three separate shifts, with higher total staff count during hours of operations. Assuming 2,500 scooters, staffing per day is as follows:

- 1 Operations Lead per neighborhood
- Up to 2 Neighborhood Ambassadors per neighborhood
- 1-3 Operations Specialists per neighborhood
- 4 Maintenance Specialists per warehouse

To ensure high standards and employee safety, Spin’s shifts for hourly employees are all planned to between 8-10 hours in length. Employees must have a minimum of 8 hours of rest between shifts. Spin follows all state, federal, and local regulations in terms of required rest and meal break periods. Spin is committed to transparency in providing fair wages to its hourly employees as described under subsection 3.

H

COMMUNITY ENGAGEMENT PLAN



H. Community Engagement Plan

Provide a plan that complies with the accompanying SFMTA's Powered Scooter Share Program Community Engagement Guidelines and Requirements (Appendix 3).

At Spin, we believe that shared micromobility requires social responsibility to the community, because it is ultimately a service for the public. Our Community Partnerships organization executes our commitment to make shared scooters work for everyone in the communities we serve. Spin's multipronged Community Engagement Plan is designed to build, foster, and sustain long-term partnerships with community stakeholders across San Francisco to ensure transparent information, open communication, and tangible mechanisms and processes to incorporate community feedback into our service.

1. Multilingual communications services

At Spin, we celebrate people from all backgrounds and cultures. To lower barriers for users, our app and website are available in four of the five most commonly spoken languages in San Francisco: English, Spanish, Chinese, and Filipino. We are also currently translating our website and app into Russian. To assist San Francisco users, our Customer Support team will also be able to handle tickets, calls, or text-based messaging in these languages. Spin's multilingual customer support team will ensure that our availability to users and members of the public, our app, website, and customer call center are available 24 hours a day, seven days a week.

We also partnered with LightHouse for the Blind and Visually Impaired to design braille stickers for our scooters, creating a mechanism for members of the visually impaired community to report obstructing scooters to our Customer Support team via phone or online. All outreach materials will be available in the aforementioned five languages, including information on the Spin Access low-income program, safe-riding tips, and community-feedback surveys.

2. A communication strategy routinely updated upon any service change

Spin understands the importance of providing timely communication to users and non-users, because shared micromobility can only succeed when it is reliable and accountable to the communities it serves.

To communicate with our users non-users,, Spin's timely updates will include, but are not limited to, information on:

- Community events, such as public outreach sessions;
- planned changes to service area, including temporary changes due to weather;
- updates to pricing and Spin Access; and
- releases of new models, including accessible vehicles.

We will utilize as many mediums as possible to disseminate information to the community:

- **Digital:** Updates will be distributed via email, social media channels (Facebook, Instagram, and Twitter), and a browsable [website](#) record. To ensure accessibility and searchability, we plan to use these tags to navigate on our website: Access, Availability, Events, Locations, Parking, Pricing, and Vehicles.
- **In-person:** For people without access to smartphones or the Internet, Spin utilizes multiple in-person avenues. As detailed in Section D, among the daily responsibilities of our Neighborhood Ambassadors is engaging their assigned communities on all things scooter-related, including participation in community events and ensuring that any necessary or important communications reach their communities' local stakeholders and residents.

Spin also plans to work with our office-building property management to display a street-level monitor on the corner of 1st Street and Mission Street, adjacent to the Salesforce Transit Center and Embarcadero and Montgomery Stations, to display timely updates to our service and programs paired with the work of local community artists.

3. A strategy to incorporate community input into Adaptive Scooter Pilot Plan

Spin has taken—and will continue to take, a partnership-first approach to develop and refine our Adaptive Scooter Pilot Plan (see Section O - Appendix), including regular listening workshops, demo sessions, and meetings with stakeholder groups to ensure community ideas and input are incorporated.

To form our Adaptive plan, we are already working with groups like LightHouse for the Blind and Visually Impaired to help inform the design of our adaptive scooters. We are also working with The Arc to inform



how best to safely deploy and operate adaptive scooters. Other stakeholder groups with whom we have begun engagement include Toolworks, The Mayor’s Office on Disability, Senior and Disability Action, and DCARA. We will continue to conduct our extensive outreach to find additional partners to make our Adaptive Scooter Pilot Plan a success:

- Spin and partner groups (such as LightHouse and The Arc) will hold additional and continued workshops, listening sessions, and stakeholder meetings in accessible spaces. During these meetings, we will solicit community input, find solutions to barriers for adaptive-scooter users, identify specific adaptive-scooter features to incorporate, and discuss deployment strategies.
- Other community feedback methods will include working with our partner organizations to distribute surveys to their clients.

These ongoing and future efforts will serve as the basis to further refine our Adaptive Scooter Pilot Plan. Already, our engagements to-date have led to a list of possible adaptive features and devices for our Hardware Engineering team (e.g. three-wheeled devices, devices with audible alarms/signals), suggested deployment locations, and operations guidelines. As detailed in Section O of our Appendix, our proposed Adaptive Scooter Pilot Plan was formed based on community input and in light of hardware limitations and legal analysis.

4. Shared database for community feedback concern

Spin has a track-record of tailoring our services for our communities, because we know that each city has different needs and characteristics. Our Customer Support and Operations teams frequently spearhead adjustments to our service based on the community feedback they receive, and, for some of our partner cities, we are integrated into their 311 systems to ensure transparency and responsiveness. Similarly, Spin will ensure an accurate and updated shared

database for community feedback, and we are ready to work with the SFMTA on their preferred format and platform.

Based on the SFMTA’s preferences and needs, community feedback on the database can be from a wide number of avenues, including community feedback collected from surveys¹ and local stakeholder meetings (see Q7), as well as social media channels and our Customer Support team.

The Community Partnerships Manager will meet with all Neighborhood Ambassadors and other key employees on a monthly basis to assess and analyze the community feedback in the database and to implement actionable steps to improve our service for San Francisco.

5. Expand outreach beyond current markets or target markets

Spin aims to serve every community in San Francisco, but we are particularly eager to help provide mobility options for lower-income and diverse groups as well as underserved or marginalized communities. We also acknowledge the need to listen to non-users in our communities, because we know that the support of both our users and non-users is essential to ensuring a long-term, sustainable service for the public. Perhaps more importantly, Spin believes that any outreach efforts must be done in good-faith and requires on-the-ground efforts – not relying on traditional marketing or online tools that often ignore these communities or are otherwise inaccessible to them.

To reach as many groups as possible, Spin will be utilizing a variety of outreach methods, including our Neighborhood Ambassadors, local community advisors, partnerships with community-based organizations, and our Community Suggestions Tool.

¹ Spin developed a survey covering the following topics: how scooter share impacts non-users and their larger communities, best equitable outreach practices, feedback from community members with a range of disabilities on development of adaptive scooters and their deployment, feedback on how to effectively consider language needs, opportunities to meaningfully incorporate cultural heritage into Spin’s model, and address how programs reflect the unique cultural landscapes of these areas. Spin has started engaging the community with these surveys at events like Sunday Streets, where we have so far collected about 100 responses. Spin has also partnered with Tyra Fennell Consulting and GM Consulting for purposes of engaging with the communities of Districts 6, 9, 10, and 11 to help inform, test, and develop effective surveys for broader community feedback.

- As detailed in Section D, we will work through OEWD's First Source program and other local hiring organizations to recruit Neighborhood Ambassadors who have local neighborhood knowledge. This community-based operations approach allows Spin to operate our service in a given neighborhood with the perspectives of local community residents, while providing the neighborhood a more direct mechanism to provide feedback (including hosting and attending local meetings and events). Our Neighborhood Ambassadors will also play an important role as we engage new users in neighborhoods where shared scooters have not been available.
- Local community leaders are trusted by their communities and know them the best. That is why we have engaged with community leaders in Districts 6, 9, 10 and 11 to advise Spin in our community outreach efforts as we engage groups beyond our users or target markets (please see question 9 of this section for our advisor agreements). Among outreach efforts that are planned with our local community advisors are community working groups and localized focus groups.
- Partnering with local community groups is critical to our outreach efforts, because of their expertise and perspectives on how our program can ably serve all San Francisco communities. Spin works with community boards, committees and CBO's related to mobility or neighborhood well-being. For example, Spin met with staff from Excelsior Action Group, PODER SF, and Mission Neighborhood Centers and committed to attending and working with their standing Emerging Mobilities Equity Committee (originally formed to inform bike share expansion in S.F.). Spin would tap into existing working groups like these to meaningfully solicit and channel feedback and community priorities into our operations.
- To increase our ability to hear directly from the community, especially on issues related to scooter deployment locations, [Spin's Community Suggestions Tool](#) allows community groups, users, and non-users to easily suggest, review, provide feedback on deployment areas, incentivized parking areas, underserved transit areas, neighborhood gathering areas, no-parking areas, and no-riding areas.

6. Annotated record of community engagement efforts

To maintain transparency, we will keep an annotated record of community engagement efforts that is in

accordance with the City's guidelines and that will be accessible and searchable for the SFMTA. Spin's community engagement staff already keeps records of our community engagement efforts, and we look forward to working with the SFMTA to see if the City has any preferred format or platform.

7. Community engagement staffing plan

To successfully carry out our Community Engagement Plan, Spin will utilize our experienced staff from across the company (including the Community Partnerships team, whose principal mission is to conduct community outreach), hire and train our Neighborhood Ambassadors, and partner with local community groups and local community leaders to collaborate on specific projects and initiatives. Please see the list below of Spin's staff and partners who will help ensure a successful program for San Francisco.

Spin Employees

Neighborhood Ambassadors: Spin will work through OEWD's First Source program, local hiring organization partners, community advisors, direct neighborhood recruiting events to recruit Neighborhood Ambassadors who have local knowledge.

- **Community Partnerships Manager:** Leads and coordinates development, design, and strategy of community engagement and partner programs, including outreach events, listening workshops, community presentations, and stakeholder meetings to ensure community feedback is heard, escalated, and incorporated.
- **Community Partnership Associates:** Supports Community Partnerships Manager with executing outreach programming through our partner-ready programs.
- **Safety Education Programmer:** Organizes and implements events that promote a curriculum of safe riding, navigating city streets, and navigating the entire scooter rental process.
- **Senior Urban Designer:** Designs tactile, street-level projects and educational content that educate and engage members of the public in discussion around street infrastructure, safety, and community.
- **Senior Policy Counsel:** Engages city agencies and community groups on issues related to transportation, labor, safety, and community well-being with the goal of supporting our community partners' work and informing Spin's policy positions.
- **Marketing Leads/Associates:** Designs and executes a culturally sensitive marketing plan that reflects the diversity and culture of San Francisco through local content creation, events, and media.

Community Organizations and Community Advisors

Spin partners with community-based organizations and local community advisors to boost our engagement reach and implement programs, including promoting the Spin Access equity program. Our partner organizations and advisors include, among others, Livable City, The Arc, LightHouse, Tyra Fennell, GM Consulting Group, and Youth Art Exchange (see question 9 for more information). As part of a top-to-bottom re-design of our Spin Access offerings, we'll be contracting with nationally renowned equity, transportation planning and product design consultants, and partnering with local communities to develop a richer understanding of their needs. For more information, see partner-ready programs.

8. Culturally-sensitive marketing plan

Our San Francisco marketing plan aims to reflect the community we hope to serve -- people of all groups and backgrounds -- and inspiring them to discover and experience more of the City around them. In addition to providing our communications in multiple languages (as described earlier), we plan to conduct culturally-sensitive marketing by utilizing our staff and our partners to host community events and to provide localized, focused information:

- **User Communications.** In addition to our regular communications with users, we will also engage in two-way conversation with our San Francisco riders through a monthly e-newsletter, social media, and event collateral. The e-newsletter will be available in the user's language, based off of the user phone's default language, and it will feature a variety of localized content, such as the work of local artists, rider updates, cultural scooter destinations, opportunities at community events, and job openings. Each e-newsletter edition will spotlight a user story from a different District. In addition to our e-newsletter, Spin will ensure that all social media posts, event collateral, and other communications reflect the diversity of San Franciscans.
- **Community Events.** Spin plans to host and sponsor local events that engage local cultural groups. Spin's marketing will authentically, meaningfully, and sensitively integrate cultural events, such as Dio de Los Muertos, Carnival SF, Black History Month, Juneteenth, Pride, and Lunar New Year.
- **Community Advisor Feedback.** We have contracts with our local community advisors to create working groups from community leaders and focus groups from the neighborhood to give us the appropriate feedback to our marketing in an appropriate way among other things
- **Neighborhood Ambassadors.** As the primary on-the-ground Spin representative in easily identifiable

uniform, our Neighborhood Ambassadors' local knowledge of their respective neighborhoods allows any marketing -- from publicizing free ride credits to attract new users to promoting safe riding and parking -- to be done in a culturally-sensitive manner with the support of the entire community engagement staff. Our Neighborhood Ambassadors' familiarity with their community and their ability to hire directly from the community also allows our community engagement staff the ability to nimbly tailor and adjust any marketing and outreach to ensure their cultural sensitivity.

9. Partner-Ready Programs Local Hiring

Spin works with equity-focused workforce development programs and organizations that help individuals overcome systemic barriers to employment. Our current local hiring partner organizations are:

- Office of Economic and Workforce Development (Citywide) - Spin joined the OEWD's First Source program as a voluntary participant and looks forward to working with all First Source partner organizations.
- Mission Hiring Hall (Mission) - Our MOU states that Spin will: 1) hire hourly operations staff through MHH, 2) recruit for existing office roles, and 3) provide soft skills training. (See attached MOU and letter of support.)
- Faces SF (Vis Valley) - Agreement same as MMH.
- Teamsters Local 665 (Citywide) - Spin and Teamsters Local 665 signed a labor peace agreement (see attached letter of support).
- Mayor's Opportunities For All Program (Citywide) - Spin joined Mayor Breed's OFA program to support young San Franciscans facing economic inequality. Spin currently has a college intern and plans to hire additional interns in the coming months (see attached letter of support).
- **Other highlights:** Spin is working to expand its local hiring partnerships and has initiated conversations with The Arc San Francisco and Young Community Developers. Spin is also working with local community advisors to facilitate local hiring on a neighborhood level. Further, Spin uses events like Sunday Streets as recruiting opportunities and attends neighborhood recruiting events put on by CBOs like Wu Yee Children's Services.

Community Based Organizations/Low-Income Discount Programs

Spin will work with community groups to support our Spin Access programs. Current partners and programs include:

- Imprint City (Bayview) - A partner for enrolling individuals in Spin's low-income program at events like Bayview LIVE, Bayview Blooms garden crawls, Jazzfest, and Backpack giveaways (see attached letter of support).
- SF Transit Riders (Citywide) - Spin and SFTR are co-hosting community events to promote Spin's programs including Spin Access and to identify ways that scooter deployment can close transit gaps, especially in communities of concern (see attached letter of support).
- Livable City - Sunday Streets (Citywide, SOMA, Western Addition, Tenderloin, Excelsior) - Spin will use our ongoing presence at Sunday Streets to promote Spin Access.
- LightHouse for the Blind and Visually Impaired (Citywide) - Spin and LightHouse are co-hosting workshops to inform Spin's adaptable design features, policies, and user parking education. Final products will include a feedback process between Spin and the blind and visually impaired community as well as a media campaign featuring LightHouse clients in Spin's in-app parking education (see attached letter of support).
- The Arc (Citywide): Spin and The Arc are co-hosting listening workshops at The Arc's HQ, where their clients and staff provide input on ADA concerns and needs for developing our adaptive scooter pilot.
- **Community Leader Advisors:** Spin's local community advisors will help to identify partners and design effective programs for promoting Spin Access including community-based organizations, community centers, and neighborhood-specific SF Housing Authority and Human Services developments. Current advisors include Tyra Fennell (D 10) and Giuliana Martinez (D 6, 9, and 11). Spin would seek additional advisors in other districts once permitted. (See attached agreements.)

Scooter Safety Courses

Spin has partnered with several organizations to offer "Spin Safe," our scooter safety course. Led by Spin staff, Spin Safe includes a scooter test-course, educational materials tailored to San Francisco and local rules, and free helmets. Our current partners include:

- Livable City (Citywide) - Spin hosted a scooter safety course at the SOMA Sunday Streets and will continue to do so at the Tenderloin, Western Addition, and Excelsior Sunday Streets. Spin and Livable city are committed to continuing to co-host "Spin Safe" safety workshops in 2020 with on-scooter instruction.
- Imprint City (Bayview) - Spin will provide our "Spin

Safe" training and free helmets at BayviewLIVE, Bayview Blooms events, and other Imprint City events (see attached MOU).

- SF Transit Riders (Citywide) - Spin will provide free helmets and safe riding one-pagers during S.F.T.R.'s events and promote "Spin Safe" courses via SFTR's newsletters.
- Bayview Blooms (Bayview) - Spin has and will continue to attend Bayview garden crawls and will continue to incorporate safety instruction and helmet giveaways (see Imprint City MOU).
- Youth Arts Exchange (Citywide, Excelsior) - Spin is providing a scooter safety presentation as part of YAX's youth printmaking program that is working on a visual Vision Zero project (see attached letter).
- **Safety Helmet Giveaways:** Spin distributes free helmets at local public events to interested members of the public on a regular basis. Examples include the S.F. Planning Dept. Excelsior Street Guidelines Workshop, the Bayview Blooms Gardens Tour, and SOMA Sunday Streets Spin pop-up bike lane and scooter demo.
- **Community Leader Advisors:** Spin's engagement advisors will help to identify locations and partners for "Spin Safe" in their neighborhoods of expertise (see above [see attached agreement]).

Cultural and Arts Opportunities

Our current partnerships for developing culture and arts opportunities include:

- Imprint City (Bayview) - Spin has invited Imprint City on to its podcast² to discuss issues facing the Bayview community and how Imprint City's work tackles these issues. We plan to showcase local artists on this podcast. Spin will also work with Imprint City to display local youth art at Spin's headquarters and our public window display at 1st and Mission St. We will co-host a "friendraiser" for the youth arts program in support of the new African American Arts and Culture District (see attached MOU).
- Bayview Blooms (Bayview) - Spin is committing volunteers and resources to support remediation of derelict garden space located on Newhall Street and Bayview Circle (see Imprint City MOU).
- SF Transit Riders (Citywide) - Spin is the presenting sponsor of Transit Week and is hosting a panel discussion to discuss the intersection of the equity, climate crisis, and advocate for public transit. For this event, Spin has invited local artist Malik Senefru to showcase pieces responsive to the topics discussed. Spin will continue to weave local artists

into future HQ programming.

- Youth Arts Exchange (YAX) (Citywide, Excelsior) - Spin has committed to volunteering at and funding to provide free YAX pop-up printmaking workshop(s) that are open to all, providing a scooter-safety presentation as part of YAX's youth printmaking program that is working on a visual Vision Zero project, as well as sponsoring YAX's 9th annual 2019 Youth Arts Summit at California College of the Arts (see attached letter).
- **Community Leader Advisors:** Spin's local community advisors will help identify cultural partnerships including events to participate in and local artists and leaders to partner with. (see above [see attached agreement]).

² Spin actively pursues opportunities to bring existing and future partners on its podcast to discuss local issues, showcase local art, and promote local merchants.

Local Small Business

Spin works with small business partners to find ways to enhance their neighborhood and draw foot traffic. We do this by being responsive to business-owner needs (such as modifying deployment plans for special events), co-promotional campaigns, and executing other creative partnerships.

- Fillmore Merchants Association - Spin is working with the Fillmore Merchants Association to pilot providing local small businesses with promotional opportunities that celebrate long-time small-business merchants, particularly in neighborhoods of concern, to generate foot-traffic and commercial activity through: 1) strategically placing scooters in locations that allow merchant employees and customers affordable and direct access to local businesses, 2) incentivizing parking near underserved merchant corridors, which could lead to increased foot traffic into small businesses; and 3) promoting local business through various marketing channels, including its website, social media, email, and recently launched podcast. We hope to expand this type of partnership to additional merchant corridors.
- Imprint City (Bayview) - Imprint City is a local small business and non-profit that Spin is supporting as described in the attached Letter. Spin also plans to promote local businesses on its episode featuring Imprint City, as well as on future episodes to feature other partner community groups.
- Party Happs (Bayview) - Local small business that Spin has partnered with to help plan company and neighborhood events.

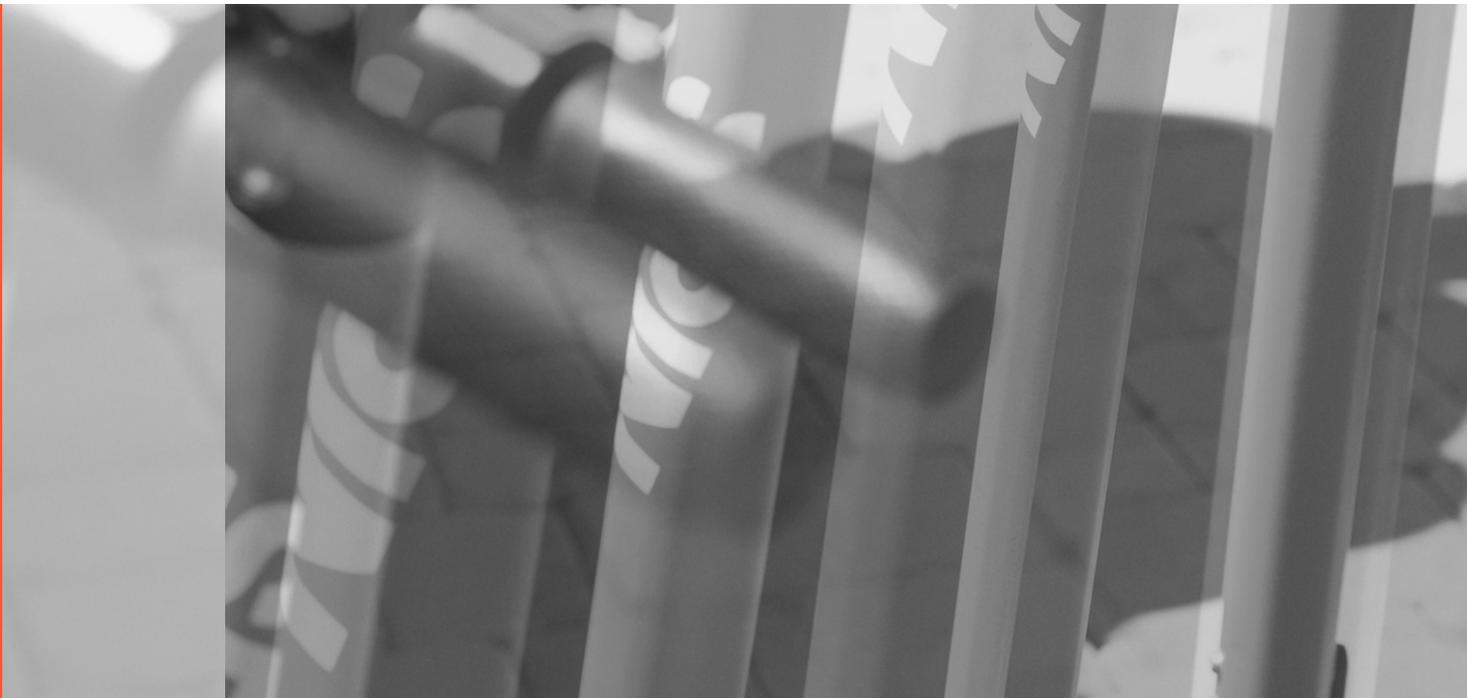
- **Local Artists:** Spin will engage and hire local photographers for photography and digital media work, including Israel Alemu in Hayes Valley along with other artists.
- **Community Leader Advisors:** Spin's local community advisors will also help to identify promotional opportunities for long-standing small businesses (see above [see attached agreement]).

Partnerships in Exploration

- The Golden State Warriors (GSW) (Mission Bay) - Spin is actively working with the GSW's Transportation Demand Manager to refine locations of proposed scooter parking and Spin charging stations to facilitate first-last mile connections to nearby transit stations for visitors during Chase Center events.
- SF Bike Coalition (Citywide) - Spin and SFBC have discussed, at length, tangible ways to partner and support the work of SFBC to improve transportation in the city. Both partners are committed to working together on common shared-mobility goals including increasing access to and participation in equity programs and co-advocating for a higher rate of bike rack installation to minimize impacts to pedestrians in the public right-of-way.
- City College (District 7) - Spin has reached out and begun discussing providing City College students free or subsidized scooter rides around, to, and from campus by co-applying for a California Air Resources Board grant.

I

DATA-SHARING END POINT



I. Data-Sharing End Point

Email the Internet address for your data-sharing end point to scootershare@sfmta.com. This end point will be used to verify that all data-sharing protocols are in place prior to permitting.

Per Section I's requirement, we have emailed the data-sharing end-point to scootershare@sfmta.com (see below copy). Should the SFMTA have any issues with our email, please contact Alex April (Alexandra.April@spin.pm).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

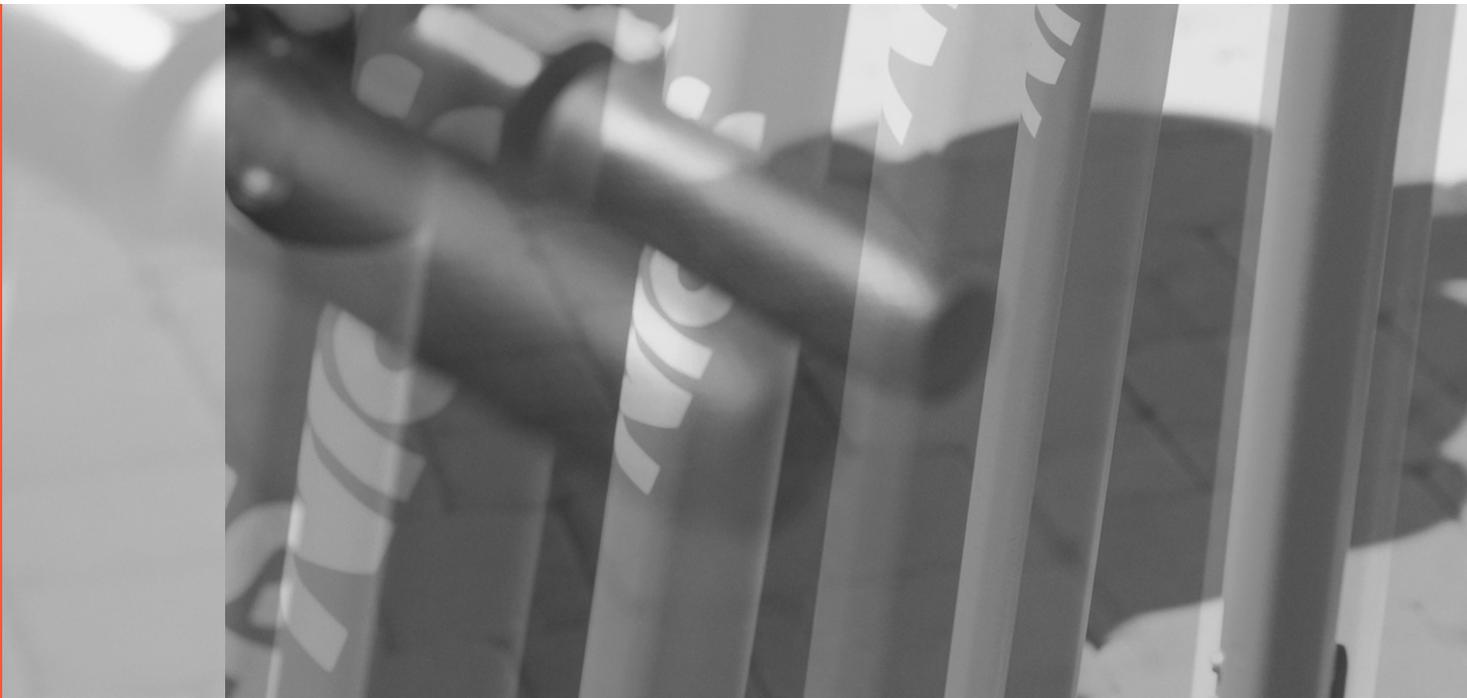
[REDACTED]

[REDACTED]

[REDACTED]

J

EXPERIENCE AND QUALIFICATIONS



J. Experience and Qualifications

1) Describe your qualifications to operate a Powered Scooter Share program.

Founded and based in San Francisco, Spin is a shared micromobility company that seeks to reduce our car dependence with affordable, accessible, and sustainable forms of transportation.

In a fast-changing industry, Spin strives to do things the right way – in a way that is deliberate and responsible and that makes sense for each of our communities. In fact, after seeing the confusion and problems that can arise after operating in our hometown before a formal regulatory framework existed, we committed ourselves to never launching operations anywhere – no matter how small or limited – in the absence of any formal, written permission and to approach each city through the lens of a partnership.

Today, we operate powered scooter-share programs in 52 cities and 17 campuses in the United States, and we believe our strong track record in operating safe, responsible, and reliable powered scooter-share programs are a direct result of our approach and our belief that shared micromobility can only succeed in the long run by doing it in constant collaboration with city partners. Our partnership-first approach also encompasses our work as members of NABSA and OMF, where we collaborate hand-in-hand with public agencies on big questions about shared micromobility.

In San Francisco, we hope to leverage our experience to offer a program that the city and its visitors can depend on – a stable partner that is responsive to the community. For Spin, being a partner means going beyond everyday operations but also doing our part to help bring about the changes we need to build a future where people come first – not cars – by investing, for example, in safe streets, safe hardware, and the workforce.

As a member of the Ford Smart Mobility family, Spin believes that freedom of movement drives human progress. This mission is what animates our desire to operate in San Francisco -- a future where all members of San Francisco have greater access to shared mobility.

2) If you have operated a shared scooter service in San Francisco and/or another similarly dense, urban North American city, provide a list of each city in which you have operated.

For purposes of clarity, “permit” includes memoranda of understanding/agreement and contracts that formally provide permission to operate.

* Through Aug. 19, 2019

** Spin operates a reduced fleet during winter in certain cities.

Baltimore, MD

- a. Mar. 13, 2019-Pres.
- b. Yes
- c. 2 weeks
- d. 348*
- e. 106018*
- f. Since 3.13.19 (5 mo.)
- g. No. Due to a staffing error, Spin was late in paying our permit fee.
- h. N.A.
- i. No
- j. Meg Young, Shared Mobility Coordinator, (410) 545-3212, meg.young@baltimorecity.gov

- d. 169*
- e. 33228*
- f. Since 6.15.19 (2.5 mo.)
- g. Yes
- h. One administrative Notice and 1 Notice to Correct. There were no fines associated, and both issues were promptly corrected.
- i. No
- j. Isaac Reichman, Director of Public Information, (312) 744-2523, Isaac.Reichman@cityofchicago.org

Charlotte, NC

- a. Dec. 23, 2018-Pres.
- b. Yes
- c. 1 week
- d. 328
- e. 46944
- f. Bikeshare btwn. 11.8.17-12.22.18, scooters since 12.23.18 (8 mo.)
- g. Yes
- h. N.A.
- i. No
- j. David Smith, Right-of-Way Section Manager, (704) 336-4626, dbsmith@ci.charlotte.nc.us

DC METRO AREA

- DC / Arlington, VA / Alexandria, VA**
- a. 11.16.18-Pres. / 2.8.19-Pres. / 4.16.19-Pres.
- b. Yes / Yes / Yes
- c. Upon issuance / 3 weeks / 2 weeks
- d. 208**/51*/53*/39*
- e. 83048 / 6813 / 6716*
- f. Bikeshare btwn. 9.1.17-11.15.18, scooter-share since 11.16.18 (9 mo.) / Since 2.8.19 (6 mo.) / Since 4.16.19 (4 mo.)
- g. Yes / Yes / Yes
- h. N.A. / N.A. / N.A.
- i. No / No / No
- j. Sharada Strasmore, Shared Micromobility Planner, (202) 671-1493, sharada.strasmore@

Chicago, IL

- a. June 15, 2019-Pres.
- b. Yes
- c. Upon issuance

dc.gov / Paul DeMaio, Shared Mobility Manager, (202) 684-8126, paul@metrobike.net / Christine E. Mayeur, Complete Streets Program Manager, (703) 746-4190, christine.mayeur@alexandriava.gov

Denver, CO

a. Oct. 19, 2018-Pres.
b. Yes
c. 7 weeks
d. 91** (337 after 4.19.19)
e. 30182
f. Since 10.19.18 (10 mo.)
g. Yes
h. N.A.
i. No
j. Nicholas Williams, Deputy Chief of Staff, Public Works, (720) 865-8709, nicholas.williams@denvergov.org

DETROIT METRO

Detroit / Ann Arbor
a. 11.8.18-Pres. / 5.1.19-Pres.
b. Yes / Yes
c. 4 weeks / within 2 weeks
d. 276** / 121*
e. 43380 / 38276*
f. Since 11.8.18 (10 mo.) / Since 5.1.19 (~4 mo.)
g. Yes / Yes
h. N.A. / N.A.
i. No / No
j. Mark de la Vergne, Chief of Mobility Innovation, (313) 224-6210, dlvergnem@detroitmi.gov / John Fournier, Assistant City Administrator, (734) 794-6110, jfourniera@a2gov.org

LOS ANGELES METRO

Los Angeles / Long Beach
a. 1.31.19-Pres. / 10.1.18-Pres.
b. Yes / Yes
c. 2 wks / within 1 wk.

d. 554 / 164
e. 72586 / 13213
f. Since Jan. 31, 2019 (~7 months) / Since Oct. 1, 2018 (~11 months)
g. Yes / Yes
h. N.A. / N.A.
i. No / No
j. Marcel Porras, Chief Sustainability Officer, (213) 972-8434, marcel.porras@lacity.org / Tony Cruz, Community Programs Specialist, (562) 570-6384, tony.cruz@longbeach.gov

MIAMI METRO

Miami / Coral Gables / South Miami
a. Apr. 1, 2019-Pres. / Aug. 6, 2018-Pres. / Mar. 12, 2019-Pres.
b. Yes / Yes / Yes
c. Upon issuance / Upon issuance / 2 weeks
d. 140* / 110 / 115* (note: shared fleet with Coral Gables)
e. 40628* / 25924 / 24000*
f. Since Apr. 1, 2019 (~5 months) / Since Aug. 6, 2018 (~13 months) / Since Mar. 12, 2019 (~4 months)
g. Yes / Yes / Yes
h. N.A. / N.A. / N.A.
i. No / No / No
j. Arthur Noriega V, CEO, Miami Parking Authority, (305) 373-6789, anoriega@miamiparking.com / Jessica A. Keller, Assistant Public Works Director, (305) 733-0122, jkeller@coralgables.com / Shari Kamali, Deputy City Manager, (305) 668-2510, skamali@southmiamifl.gov

Nashville, TN

a. Feb. 26, 2019-Pres.
b. Yes
c. 7 weeks

d. 358*
e. 76031*
f. Since Feb. 26, 2019 (~6 months)
g. Yes
h. N.A.
i. No
j. Billy Fields, Special Assistant to Codes Director, (615) 312-7288, billy.fields@nashville.gov

Portland, OR

a. Apr. 27, 2019-Pres.
b. Yes
c. Upon issuance
d. 398*
e. 104911*
f. Since Apr. 27, 2019 (~4 months)
g. Yes
h. We received 2 warnings, one for a late report and one for a data-sharing glitch, both of which were promptly rectified. No fines were associated.
i. No
j. Briana Orr, Transportation Demand Management Specialist II, (503) 823-7566, briana.orr@portlandoregon.gov

Salt Lake City, UT

a. Apr. 23, 2019-Pres.
b. Yes
c. 3 months (to avoid winter)
d. 243*
e. 34905*
f. Since 4.23.19 (4 mo.)
g. Yes
h. N.A.
i. No
j. John Larsen, Transportation Director, (801) 535-6630, john.larsen@slcgov.com

San Francisco, CA

a. Mar. 20-May 25, 2018
b. N.A. (before permit was required)
c. N.A.

d. 55
e. 15940
f. ~2 months
g. N.A.
h. 5 notices of violation (NOVs) from DPW for street obstruction. All fines paid by 6.5.18.
i. No, except for permanent suspension starting when permit was required.
j. Jamie Parks, Sustainable Streets Division, (415) 646-2121, jamie.parks@sfmta.com

Tampa, FL

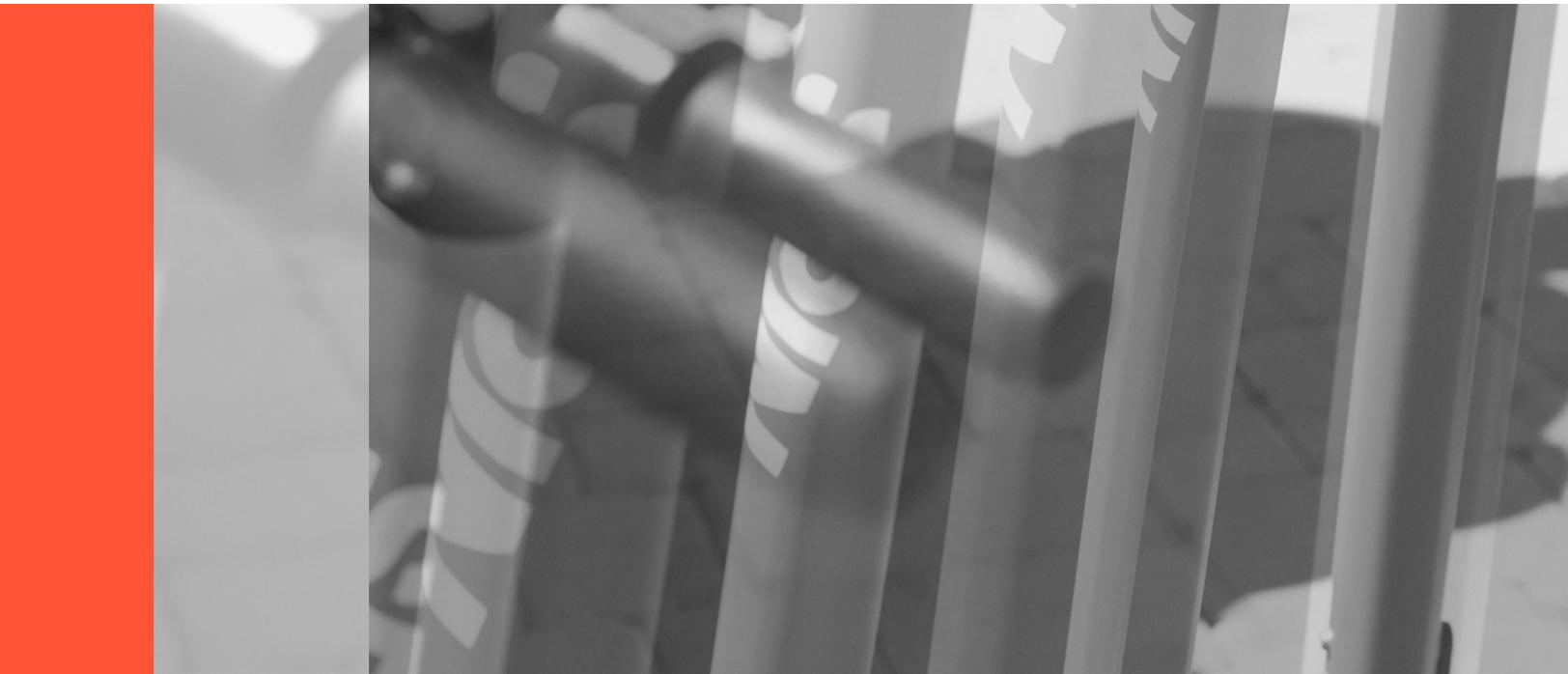
a. May 25, 2019-Pres.
b. Yes
c. Upon issuance
d. 382*
e. 77086*
f. Since 5.25.19 (3 mo.)
g. Yes
h. N.A.
i. No
j. Calvin Thornton, City Bicycle and Pedestrian Engineer, (813) 274-7884

TWIN CITIES METRO

Minneapolis / St. Paul
a. May 14, 2019-Pres. / May 10, 2019-Pres
b. Yes / Yes
c. Less than 1 week / ~2.5 weeks
d. 448* / 135*
e. 96219* / 7445* (since July 16, 2019)
f. Since May 14, 2019 (~3 months) / Since May 10, 2019 (~3 months)
g. Yes / Yes
h. N.A. / N.A.
i. No / No
j. Josh Johnson, Advanced Mobility Manager, (612) 720-7969, joshua.johnson2@minneapolismn.gov / Reuden Collins, Transportation Planner, (651) 266-6059, reuben.collins@ci.stpaul.mn.us

K

**PRIVACY
POLICY, USER
AGREEMENTS,
AND TERMS OF
SERVICE**



K. Privacy Policy, User Agreements, and Terms of Service

1) Provide any privacy policies, user agreements, and/or terms of service in plain text (and a searchable electronic format) for review.

Privacy Policy

https://www.dropbox.com/s/lqtm8st0wpneq2i/Spin%20Privacy%20Policy_Section%20K.docx?dl=0

User Agreement/Terms of Use

https://www.dropbox.com/s/v4nni5u593ckwig/Spin%20User%20Agreement%20%26%20TOU_Section%20K.docx?dl=0

Spin's Privacy Policy, User Agreement, and Terms of Use can also be found at the below links:

- <https://www.spin.app/privacy>
- <https://www.spin.app/user-agreement>
- <https://www.spin.app/terms>

Please see below for full texts of Spin's Privacy Policy and User Agreement/Terms of Use.

Privacy Policy

WHO WE ARE

We are Skinny Labs Inc. (“Spin or “We” or “Us”) a wholly-owned subsidiary of Ford Smart Mobility LLC, which is a wholly-owned subsidiary of Ford Motor Company (collectively referenced herein as “Affiliated Companies”). Affiliated Companies is defined as the group of companies related by common control or ownership, and includes, but is not limited to, Ford Motor Company and Ford Smart Mobility, LLC.

We have created a network for sharing vehicles (e.g., scooters, bikes) through a mobile application that enables users to locate, rent, and operate vehicles from the available locations (“App”) and we maintain a corporate Web site at <https://spin.pm> (“Site”) as well as all related applications, widgets, software, tools and other services provided by us and on which a link to this policy is displayed (collectively, together with the Site and App, our “Services”).

WHAT THIS IS

This is our Privacy Policy (“Policy”) and it applies to our Services and describes the information we collect on Services, from users who have registered for the Services (“Members”) and visitors, whether Members or not, to the Site or the App, (“Visitors”) (together, “You”, “Your” or “Users”). We take Your privacy seriously and make it a priority to protect personally identifiable information that we obtain from and about You both online and offline. If You have questions about our Policy, please send an email to hello@spin.pm.

By using the Services (whether or not You are a Member), You expressly consent to the information handling practices described in this Policy. If You do not want information about You to be used in the manner set forth in this Policy, the Services may not be fully available to You.

This Policy is incorporated into and is subject to the Spin Terms and Conditions and Release of Liability. Your use of the Services and any Personal Information You provide via the Services are subject to the terms of this Policy and Spin’s Terms and Conditions and Release of Liability.

PERSONAL INFORMATION

“Personal Information,” as used in this Policy, is information that specifically identifies an individual, such as an individual’s name, telephone number, or e-mail address. Personal Information also includes information about an individual’s activities, such as information about his or her activity of our vehicle related Services, which includes data such as geographic area

(including location), and preferences, when any of this information reasonably can be linked to a particular individual. For purposes of this policy, Spin collects Personal Information which is reasonably necessary to operate our personal mobility transportation services, among other things. Spin does not collect Personal Information related to race, gender, national origin or sexual determination except for survey data You provide to us on a voluntary basis or as required by applicable law. In the event of such survey, User is under no requirement to provide any of the requested information.

AGGREGATED DATA

Aggregated data is information collected that is subsequently combined and used in aggregate non personally identifiable form for statistical analysis. We may use aggregated data for a number of purposes, including analysis of the usage of the Services, and interests and behavior and to develop new and improved products, services, and marketing strategies and research.

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INFORMATION SPIN COLLECTS

Information You Provide to Us

User Provided Information. When You register and set up an account, use or visit the Services, or contact us by e-mail or other means for any reason, You may provide Personal Information to Spin. Personal Information may also be collected if You provide such information in connection with creating a profile or group, leaving comments, posting content, sending an email or message to another User or participating in any features of the Services. In addition, from time to time we may collect other Personal Information You provide in connection with Your participation in promotional offers and other activities on the Services. If You use the Services with Your mobile device, we may have access to Your phone number, Unique Device Identifier or other device information that uniquely identifies individual smartphones or mobile devices.

Payment Information. If You purchase services or products from the Services, we will collect the billing and financial information necessary to process Your charges, which may include Your postal and email addresses. We may also receive the billing and payment information that You provide when Your purchase is processed by another party.

Invitation Service. Spin may offer an invitation service to tell a friend about the Services. If You choose to use our invitation service to tell a friend about the Services, we may ask You for information needed to send the invitation, such as Your friend's email address. We may also offer You the opportunity to invite Your friend via third party services such as Facebook or Twitter. We will automatically send Your friend a one-time email inviting him or her to try the Service. By providing email addresses of non-Users, You represent that You have the right to do so and that such information may also be provided to the third party service that You have designated to contact the non-User. We store and use this information to send this invitation, to register a friend if Your invitation is accepted, and to track the success of our invitation service. Your friend may contact us at hello@spin.pm to request that we remove this information from our database.

Automatically Collected Information.

We also collect information through automated and technical means as you use the Services.

Location Information. Spin may offer features designed to help You use the Services, such as to locate vehicles available through the network, including in whole or in part based on Your location. You will be given the opportunity to opt-in to location-based services, normally through an opt-in screen on the App. If You choose to enable location-based services, we may collect Your location based on information provided by You or Your mobile device, including, if available, GPS, IP address or cell tower information. If You, as a Member, do not opt-in to location-based services, You may not have access to the features necessary to use the Services.

The Services use Google Map functionality, and by using Google Maps, You agree to be bound by Google's Terms of Use and Google's Privacy Policy.

Device Information. When You use the Services, some information is also automatically collected, such as Your device's Internet Protocol (IP) address, operating system, and browser type. From mobile devices we may collect type/model of the mobile device, device identifiers, and the mobile device's service provider and operating system. We also collect the address of a referring Web site and Your activity on the Services.

"Cookies" Information. We may automatically collect certain information through the use of "cookies". Cookies are small data files that are stored on a User's hard drive at the request of a Web site to enable such Web site to

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recognize Users who have previously visited them and retain certain information such as customer preferences and history. If You wish to block, erase, or be warned of cookies, please refer to Your browser instructions or help screen to learn about these functions. However, if a browser is set not to accept cookies or if a User rejects a cookie, some portions of the Services may not function properly. For example, You may not be able to sign in and may not be able to access certain features of the Services.

We may also use pixels or web beacons (small pieces of code placed on web pages and content that communicate when the page or content has been viewed), log data (logs created that include IP address, date and time of activity, and the Web site or location that referred You to the Services).

We use third-party click tracking analytics tools (such as Mixpanel, Mode Analytics and Amplitude Analytics). These companies may also use cookies and similar tools to obtain Site usage information about Site visitors, and may collect information about Your use of the Services and across different Web sites and mobile apps, and across devices over time.

Usage information of our Services is collected to compile statistical data in order to develop new and improved Services and marketing, identify popular features, and to provide You content that is of interest to You.

Online Tracking Information: When You visit this Site or use the App, analytics providers may collect information about Your activity over time and across Web sites or Apps.

Because there is not yet a common understanding of how to interpret web browser-based “Do Not Track” (“DNT”) signals other than cookies, we do not currently respond to undefined “DNT” signals to its Services.

Most browsers can be configured not to accept cookies, however, this may prevent You from having access to some functions or services on our Services.

THE WAY SPIN USES AND DISCLOSES INFORMATION

- In general, we use Personal Information we collect to process Your requests or transactions, to provide You with information or services You request, to inform You about other information, events, promotions, products or services we think will be of interest to You, to facilitate Your use of, and our administration and operation of, the Services, and for the purpose for which the information was provided. For example, we may, among other purposes, use the information we collect:

- to send You a welcoming email and to contact You about Your use of the Services, to provide other services, products or information You request and to complete any transactions in connection therewith;

- to enable Your use of the Services, including to determine your service eligibility and credit-worthiness, access Your driving safety records, and obtain insurance;
- to respond to Your emails, submissions, comments, requests or complaints;
- to enable us to develop, customize and improve the Services and marketing;
- to personalize services and communications to You based on Your preferences;
- to match personal data collected here with data about You that we collect through other sources;
- for the specific purpose for which the information was provided; and
- to conduct an aggregate analysis of the performance of the Services

We may share or transfer Your Personal Information with companies that provide services to us, including outside contractors or agents who help us manage our information activities (for example, for payment processing, insurance, services to search driving records, data storage, customer service, email delivery, and to assist us in our marketing efforts), but we limit the Personal Information that is provided to these service

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providers to that which is reasonably necessary to provide us with a specific business service and not for any other purpose and we require them to maintain the confidentiality of the Personal Information.

We may disclose Personal Information in the good faith belief that we are lawfully authorized or required to do so, or that doing so is reasonably necessary or appropriate to comply with the law or with legal process or authorities, respond to any claims, or to ensure the safety of the Services, to protect the rights or property of our Users, our employees or the public, including without limitation to protect Spin or our Users from fraudulent, abusive, defamatory, inappropriate or unlawful use of the Services.

If Spin or Affiliated Company's assets are sold, acquired, merged, or reorganized, including through bankruptcy, Your information is an asset that may be transferred to the acquiring or new entity and subject to that entity's privacy policy. Notwithstanding the above, Spin shall comply with all applicable state, city and municipal law and requirements with respect to Personal Information, including the California Online Privacy Protection Act (CalOPPA) and municipal permit agreements.

HOW SPIN PROTECTS INFORMATION

Spin uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of Your Personal Information. We cannot, however, ensure or warrant the security of any information You transmit to Spin, and You do so at Your own risk and this is not a guarantee that such information will not be accessed, disclosed, altered, or destroyed by breach of any of Spin's physical, technical, or managerial safeguards.

CHOICES YOU HAVE REGARDING THE USE OF YOUR PERSONAL INFORMATION

You may, of course, decline to share Your Personal Information with Spin, in which case Spin will not be able to provide to You some of the features and functionality found in the Services. If You register as a member of Spin, You may update, correct, or delete Your profile information and preferences at any time by emailing us at hello@spin.pm. You may "opt out" of receiving promotional and marketing materials by emailing us

at hello@spin.pm. However, this shall not affect our ability to send You service and account related emails and to use Your Personal Information as otherwise described in this Privacy Policy.

Please be aware that if You "opt out" of receiving commercial email from us, it may take up to ten business days for us to process Your "opt out" and You may receive commercial email from us during that period.

The following bracketed section is not part of Spin's existing Privacy Policy. However, this language has been provided by counsel in advance of the California Consumer Privacy Act (CCPA) going into effect January 1, 2020. Given expected guidance to be put forth by the CA Attorney General and/or future regulatory clarity, Spin reserves the right to amend the below language accordingly.

Privacy Information for California Residents

If You are a California resident, California law requires us to provide You with some additional information regarding how we collect, use, and share your "personal information" (as defined in the California Consumer Privacy Act ("CCPA")).

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Categories of personal information we collect. Throughout this Policy, we discuss in detail the specific pieces of information we collect from and about users. Under the CCPA, we are also required to provide You with the “categories” of personal information we collect under CA law.

We may collect the following categories of information about You or Your use of the Services: Identifiers (such as name, address, email address); commercial information (such as transaction data); financial data (such as credit card information); internet or other network or device activity (such as browsing history or app usage); general and precise geolocation information; inference data about you; and other information that identifies or can be reasonably associated with you. We describe below further detail concerning the information that falls into these categories.

How we use these categories of personal information. We may disclose the categories of Personal Information identified in “Information Spin Collects” for our operational purposes where the use of such Personal Information is reasonably necessary and proportionate to achieve the operational purpose for which the Personal Information was collected or processed or for another operational purpose that is compatible with the context in which the Personal Information was collected.

The CCPA sets forth certain obligations for businesses that “sell” personal information (as sell is defined under CCPA and under current guidance). We do not engage in such activity and have not engaged in such activity in the past twelve months.

Your California Privacy Rights

CCPA Rights Disclosure. If You are a California resident, the CCPA allows You to make certain requests about Your personal information. Specifically, the CCPA allows You to request that we:

- provide You the categories of Personal Information we collect, disclose or sell about You, the categories of sources of such information; the business or commercial purpose for collecting or selling your personal information; and the categories of third parties with whom we share personal information. Such information is also set forth in this Privacy Policy;
- provide access to and/or a copy of certain information we hold about You;
- delete certain information we have about You;
- provide You with information about the financial incentives that we offer to You, if any.

The CCPA further provides you with the right to not be discriminated against (as provided for in applicable law) for exercising Your rights. Please note that certain information may be exempt from such requests under California law. For example, we need certain information in order to provide the Services to You.

If You would like further information regarding Your legal rights under applicable law or would like to exercise any of them, please contact us at

hello@spin.pm.

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To protect Your privacy and security, we take reasonable steps to verify Your identity before granting You account access or making corrections to Your information but You are solely responsible for maintaining the secrecy of Your unique password and account information at all times.

Your California Privacy Rights.

Shine the Light Disclosure. The California “Shine the Light” law gives residents of California the right under certain circumstances to request information from us regarding the manner in which we share certain categories of personal information (as defined in the Shine the Light law) with third parties for their direct marketing purposes. We do not share Your personal information with third parties for their own direct marketing purposes.

LINKS TO OTHER WEBSITES

If You choose to visit or use any third party products or services, please be aware that this Policy will not apply to Your activities or any information You disclose while using third party products or services or otherwise interacting with third parties. We are not responsible for the privacy practices of these Third Party Sites and third party services. We encourage You to carefully review the privacy policies applicable to any Web site or service You visit other than the Services before providing any Personal Information on them.

THIRD PARTY CONNECTED SERVICES

We may permit Users with accounts on certain Third Party Sites (including social networking, search, sharing, and other services delivered by third parties) to bypass standard registration processes on our Services. If You connect to our Services through an authorized Third Party Site, You may be able to use Your third party login information to log into our Services, and You may be able to publish Your comments and any other activity on our Services to the Third Party Site. We are not responsible for the sharing, posting, commenting, or other content and information-gathering practices on any Third Party Site. Please review the Third Party Site’s terms of service and privacy policies carefully before using their services and connecting to our Services.

By using any Third Party Site to log in to our Services, or otherwise connecting to any Third Party Site, You permit us to access and use all information related to Your account on the Third Party Site that may be accessible to us through the Third Party Site pursuant to this Policy. To limit or control the information that is available to us through such Third Party Site, or to disconnect the Third Party Site from our Services, You should check (and, if applicable, modify) the applicable settings on the Third Party Site.

OUR COMMITMENT TO CHILDREN’S PRIVACY

Protecting the privacy of young children is especially important. For that reason, our Services are not directed to persons under 13 years-of-age and Spin does not knowingly collect or maintain Personal Information from persons under 13 years-of-age. If Spin learns that Personal Information of persons under 13 years-of-age has been collected in the Services without verifiable parental consent, then Spin will take the appropriate steps to delete this information. If You are a parent or guardian and discover that Your child under the age of 13 has obtained a Spin account, then You may alert Spin

at hello@spin.pm and request that Spin delete that child’s Personal Information from its systems.

INTERNATIONAL VISITORS

Our Services are hosted in the United States and generally are intended for United States visitors. If You visit

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from the European Union or other regions with laws governing data collection and use that may differ from United States law, please be aware that You are transferring Personal Information to the United States. The United States does not have the same data protection laws as the European Union and other jurisdictions. By providing Personal Information to us, You consent to the transfer of it to the United States and the use of it in accordance with this Policy and applicable law.

CHANGES & UPDATES TO THIS PRIVACY POLICY

This Policy may be revised periodically and this will be reflected by a “Last Updated” date above. We encourage You to periodically review this Policy to stay informed about how we collect, use and disclose Personal Information. If we update this statement, the new statement will be posted to the website ten (10) days prior to the changes taking effect. If we make a material change to the Privacy Policy, you will be provided with appropriate notice in accordance with legal requirements. Your continued use of the Services after notice of posting or notice of such changes constitutes Your agreement to this latest version of this Policy.

SPIN CONTACT INFORMATION

Please contact Spin with any questions or comments about this Policy, Your Personal Information, our Third-Party disclosure practices, or Your consent choices by email at hello@spin.pm.

avoidance of any doubt, this means that, among other things, Spin has the right to use any and all User Content and ideas you submit in any manner without any further notice or obligation to you whatsoever. None of the User Content you post on, upload or otherwise submit to or through, the Services will be deemed confidential. The Service may allow you to communicate with us through the App. Should you choose to communicate with us, you consent to being contacted in the manner requested.

7.4. Restrictions. We are not responsible or liable to you or any third-party for the content or accuracy of any User Content any other text, images, photos, audio, video, data, and/or communication ("Third-Party Content"). You understand that when using the Services, you will be exposed to Third-Party Content from a variety of sources, and that Spin is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Third-Party Content, and that such Third-Party Content is not the responsibility of Spin. You understand and acknowledge that you alone are responsible for User Content, and you, not Spin, assume all risks associated with User Content, including anyone's reliance on its quality, accuracy, reliability, appropriateness, or any disclosure by you of information in User Content that makes you or anyone else personally identifiable. You represent and warrant that you own or have the necessary rights, consents, and permissions to use and authorize the use of User Content as described herein. You may not imply that User Content is in any way sponsored or endorsed by Spin. We cannot review everything that is posted to the Services in advance, any text, images, photos, audio, video, data, and/or communication and/or opinions uploaded, expressed, or submitted to the Services, and all such text, images, photos, audio, video, data, and/or communication other than the Spin Content officially provided by Spin, are solely the opinions and the responsibility of the person or entity submitting them and do not necessarily reflect the opinion of Spin. We do not endorse any such text, images, photos, audio, video, data, and/or other communication submitted to the Services by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and we expressly disclaims any and all liability in connection with such text, images, photos, audio, video, data, and/or other communication submitted to the Services.

7.5. Spin Marks. You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify Spin Marks in any way, including in advertising or publicity pertaining to distribution of materials on the Services, without Spin's prior written consent. You shall not use any Spin Mark or any language, pictures or symbols which could, in Spin's sole judgment, imply Spin's endorsement in any (i) written or oral advertising or presentation, or (ii) brochure, newsletter, book, or other written material of whatever nature, without Spin's prior written consent.

7.6. DMCA. We do not permit copyright infringing activities and infringement of intellectual property rights on Services, and we will remove any User Content if properly notified that such User Content infringes on another's intellectual property rights. We reserve the right to remove User Content without prior notice. We will terminate your access to the Services if, under appropriate circumstances, you are determined to be a repeat infringer. In accordance with the Digital Millennium Copyright Act ("DMCA"), if you believe your work has been copied in a way

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Last Updated: May 31st, 2019

Countries/Territories: United States of America

These Terms and Conditions ("Terms") constitute a legally binding agreement between you and Skinny Labs Inc., d/b/a Spin ("Spin" or "we"), a wholly owned subsidiary of the Ford Motor Company, that governs your access to and use of any and all products and services that Spin provides, including, without limitation, (i) the Spin website located at <https://www.spin.app/> (the "Site"), (ii) the Spin mobile application ("App"), (iii) any vehicle or other transportation device provided by Spin, including but not limited to, bicycles, electric bicycles, electric kick scooters, and any other transportation device provided by Spin (collectively, "Spin Scooters"), (iv) any other equipment, product or services that relate to or concern the rental or use of spin scooters, and (v) any other features and/or services offered by Spin ((i) through (v), collectively, the

"Services"). Your access to, and use of, the Services is expressly conditioned on your agreement to these Terms.

SECTION 10 (ARBITRATION AGREEMENT) OF THESE TERMS CONTAINS AN ARBITRATION AGREEMENT AND A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AND SPIN AGREE TO SUBMIT ANY DISPUTE TO BINDING ARBITRATION RATHER THAN PROCEEDING IN COURT, WITH THE EXCEPTION OF CERTAIN SPECIFIED INTELLECTUAL PROPERTY CLAIMS AND SMALL CLAIMS NOTED BELOW. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT, YOU WILL BE PERMITTED TO PURSUE CLAIMS OR SEEK RELIEF AGAINST SPIN ONLY ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.

IN ADDITION, THIS AGREEMENT CONTAINS DISCLAIMERS, ASSUMPTION-OF-RISK PROVISIONS, AND A RELEASE OF LIABILITY (THE "RELEASE OF LIABILITY") MADE AVAILABLE HERE AND INCORPORATED BY REFERENCE INTO THESE TERMS.

THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND SPIN. BY ACCESSING OR USING THE SERVICES:

- You acknowledge that you've read, understood, and accept these Terms and any additional documents or policies referred to in or incorporated into these Terms
- (including, without limitation, the Privacy Policy (as defined below) and the Release of Liability);
- If these Terms have changed since you last accessed or used the Services, you acknowledge and agree that your continued access or use of the Services constitutes your acceptance of the changed Terms;
- You represent and warrant that you are at least eighteen (18) years of age and have the right, authority, and capacity to enter into these Terms; and
- You consent to receive communications from us electronically, and you agree that such electronic communications, notices, and postings satisfy any legal requirements that such communications be in writing

These Terms refer to our privacy policy ("Privacy Policy"), hereby incorporated by reference, which also applies to your use of the Services and which sets out the terms on which we process any personal data we collect from you, or that you provide to us.

Please read these Terms carefully, as they may have changed. Though your access and use of the Services is governed by the Terms effective at the time, please note that we may revise and update these Terms from time to time in our sole discretion. If we make material changes to these Terms, we will notify you by email or by

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posting a notice to the Services prior to the effective date of the changes. We will also indicate at the top of this page the date that revisions were last made.

If you do not agree to these Terms, the Privacy Policy, or the Release of Liability, you must immediately cease using the Services.

1. YOUR USE OF THE SPIN SCOOTERS AND OTHER

SERVICES

1.1. You are the sole operator of the Services. You and Spin are the only parties to these Terms and you are therefore the only authorized operator of a Spin Scooter that is rented through your account. You represent, warrant, and covenant that you will not permit another person, either alone, or together with you, to use any Spin Scooter rented by you or through your account, or any Services obtained by you or through your account. Without limiting the foregoing, you alone are responsible for complying with these Terms and for any breach of these Terms and any damage and/or liability arising from your operation of any Spin Scooter or any third party's use of any Spin Scooter rented through your account.

1.2. You are at least 18 years old. You represent and warrant that you are at least eighteen (18) years of age.

1.3. You have inspected the Spin Scooter before operating it. You represent, warrant and covenant that, before each use of a Spin Scooter, you will conduct a basic safety inspection of such Spin Scooter, which includes inspecting: safe operation of brakes and lights; proper direction of wheels; condition of the frame; sufficient battery charge; and any signs of damage, disrepair, unusual or excessive wear, or other signs of mechanical and/or maintenance needs (each, a "Safety Issue"). You shall immediately notify Spin if you identify a Safety Issue and are prohibited from riding any Spin Scooter on which there is a Safety Issue.

1.4. You are a competent user. You represent and warrant that you are familiar with the operation of the Spin Scooters, are physically fit to use a Spin Scooter, and do not have any health problems or medical conditions that would make using a Spin Scooter unsafe in any way.

1.5. You will not engage in distracted operation of the Spin Scooter. You represent, warrant, and covenant that, for the duration of your operation of a Spin Scooter, you will not use any cellular telephone, text messaging device, portable music player, or any other device that may distract you from operating the Spin Scooter safely.

1.6. You will not use the Spin Scooter when hazardous conditions are present. You represent, warrant, and covenant that you will not use a Spin Scooter when environmental conditions (i.e. weather, road surface, congestion, etc.) are unsafe, on any unpaved roads, through water, through uneven terrain (including, without limitation, on mountains), through unsafe traffic conditions, on highways or freeways, or in any location where use of a Spin Scooter is prohibited, illegal, and/or is a nuisance. You acknowledge and agree that Spin does not provide or maintain places at or on which to ride Spin Scooters and that Spin makes no representation, warranty, covenant, or guarantee with respect to the conditions of any road, sidewalk, vehicle lane, vehicle route, or other thruway you may access in connection with your use of a Spin Scooter.

1.7. You will not use the Spin Scooter if your ability to use it is impaired. You represent, warrant, and covenant that you will not ride a Spin Scooter while under the influence of drugs, alcohol, medication, and/or any other substance that may impair your ability to ride the Spin Scooter. 1.8. You will not race the Spin Scooter or perform stunts with the Spin Scooter. You represent, warrant, and covenant that you will not race the spin Scooter or perform stunts with the Spin Scooter.

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1.9. You will not place anything on the Spin Scooter or use the Spin Scooter while holding anything that impedes your ability to safely use it. You represent, warrant, and covenant that you will not place any objects on the Spin Scooter or use the Spin Scooter while holding any object that impedes your ability to safely use it. These objects include, without limitation, backpacks, bags, briefcases, and/or any other item that can alter the balance of the Spin Scooter or otherwise impede your ability to safely ride it.

1.10. You will wear proper equipment, including a helmet, while using the Spin Scooter. You represent, warrant, and covenant that, at all times while using a Spin Scooter, you will wear appropriate equipment, including, without limitation, suitable footwear (e.g., tied sneakers, no sandals) and a helmet that is properly fitted and fastened in accordance with the manufacturer's instructions and meets CPSC, Snell, or ASTM helmet standards (a "Helmet") which can be found here. Notwithstanding the foregoing, Spin does not make any representation, warranty, covenant, or guarantee with respect to the safety, quality, or other characteristics of any Helmet. 1.11. You will not use the Spin Scooter for commercial purposes. You represent, warrant, and covenant that you will not use the Spin Scooter for any commercial purposes, including, without limitation, for hire, reward, rideshare, food delivery, or advertising services.

1.12. You will not tamper with, alter, or vandalize the Spin Scooter. You represent, warrant, and covenant that you will not tamper with, alter in any way, or vandalize the Spin Scooter.

1.13. You will use the Spin Scooter in compliance with all applicable laws, rules, regulations, and ordinances. You represent, warrant, and covenant that you will only use the Spin Scooter in compliance with all applicable laws, rules, regulations, and ordinances. It is your sole responsibility to be familiar with the applicable laws, rules, regulations, and ordinances of the jurisdiction in which you are using the Spin Scooter.

1.14. You will park the Spin Scooter in accordance with our instructions and in compliance with all applicable laws, rules, regulations, and ordinances. You represent, warrant, and covenant that you will park the Spin Scooter in lawful parking spots in an upright position and will not park the Spin Scooter on unauthorized private property, in a locked area, in heavily trafficked areas, or in any other unapproved space. Without limiting the foregoing, you represent, warrant, and covenant that you will return the Spin Scooter to the proper parking area in clean and working condition after your use.

1.15. You will use the Spin Scooter in accordance with the "rules of the road." You represent, warrant, and covenant and that you will obey all street signs, signals, rights-of-way, and markings, that you will use the Spin Scooter with courtesy and respect towards third parties, and that you will not block sidewalks, access ramps, bus stops, or landscaped areas.

1.16. You will return the Spin Scooter in the condition in which you rented it. You represent, warrant, and covenant that you will return the Spin Scooter in the condition in which you rented it, except for any ordinary wear and tear.

1.17. You will not rent the Spin Scooter for more than 24 hours at a time. The maximum rental time of a Spin Scooter is 24 hours. You represent, warrant, and covenant that you will conclude your ride within a service zone and lock the Spin Scooter (a "Return") within 24 hours of the time at which you unlocked or otherwise began renting such Spin Scooter.

1.18. THE FOREGOING LIST IS NOT INTENDED TO BE EXHAUSTIVE AND ANY UNREASONABLE OR INAPPROPRIATE USE OF A SPIN SCOOTER, AS DETERMINED BY SPIN IN ITS SOLE DISCRETION, OR ANY VIOLATION OF APPLICABLE LAWS, RULES, REGULATIONS, AND/OR ORDINANCES WILL BE DEEMED TO BE A VIOLATION OF THESE TERMS. WITHOUT LIMITING THE FOREGOING, THE FOREGOING REPRESENTATIONS, WARRANTIES, AND COVENANTS ARE CUMULATIVE TO EACH OTHER AND NOT EXCLUSIVE OF EACH OTHER, AND NO

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REPRESENTATION, WARRANTY, OR COVENANT IN THIS SECTION 1 WILL LIMIT ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT IN THIS SECTION 1 OR THESE TERMS. You acknowledge and agree that Spin does not control, and has no right to control, you or other third parties with whom you may come into contact while using the Spin Services, including, without limitation, pedestrians, bikers, other users of Spin Scooters, or other vehicles.

1.19. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR ANY MISUSE, CONSEQUENCES, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES,

LIABILITIES, DAMAGES, INJURIES, HARM, FEES, COSTS AND EXPENSES, PENALTIES, ATTORNEYS' FEES, JUDGMENTS, SUITS AND/OR DISBURSEMENTS OF ANY KIND, OR NATURE WHATSOEVER, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER KNOWN OR UNKNOWN, AS A RESULT OF USING ANY OF THE SERVICES.

2. RELEASE OF LIABILITY

AS A CONDITION OF USING THE SERVICES (INCLUDING, FOR CLARITY AND WITHOUT LIMITATION, ANY SPIN SCOOTER) YOU hereby accept AND AGREE TO the "RELEASE OF LIABILITY," WHICH CAN BE FOUND [HERE] AND IS HEREBY INCORPORATED BY REFERENCE INTO THESE TERMS, including any defined terms therein. You represent, warrant, and covenant that you have read, understood, and accept the Release of Liability. You acknowledge and agree that riding a Spin Scooter is an inherently dangerous activity that involves both obvious and non-obvious risks of physical harm, including the risk of death to you and others, as well as damage to property, and that these types of risks can be unforeseeable and sometimes cannot be avoided.

3. CREATION OF ACCOUNTS; COMMUNICATIONS WITH YOU

3.1. Creating an Account. In order to access and/or use the Services, we require you to create an account on the Services or log in using existing third-party (e.g., Facebook) credentials. When registering, you may be required to provide Spin with certain personal information, which may include your name, birth date, mobile phone number (your "Number"), email address, and a valid debit or credit card number (a "Card"). This information will be held and used in accordance with the Privacy Policy.

3.2. Accuracy. You represent, warrant, and covenant to Spin that all information that you provide about yourself as requested by Spin (before, during, and after the account creation process), including, without limitation, your Number and your Card, is, and will remain during your use of the Services, true, accurate, current, and complete, and that you are authorized to provide all such information and use your Card. You are also solely responsible for all activity that occurs on your account, and you agree to notify Spin immediately of any suspected unauthorized use to your account. To the maximum extent allowed by law, Spin is not liable for any losses by any party caused by unauthorized use of your account.

3.3. Confidentiality. You are solely responsible for maintaining the confidentiality of your log-in credentials in order to use the Services and are fully responsible for all activities that occur through the use of your credentials. You agree to notify Spin immediately of any unauthorized use of your log-in credentials or any other breach of security with respect to your account. Spin will not be liable for any loss or damage arising from unauthorized use of your credentials prior to you notifying Spin of such unauthorized use or loss of your credentials. You understand that your user name and profile picture may be publicly visible and available on the Site and that search engines may index your name and profile photo.

3.4. Restrictions. You may not impersonate someone else to create an account, create or use an account for anyone other than yourself, permit anyone else to use your account, or provide personal information for

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purposes of account registration other than your own. You may not permit another person to use any Spin Scooter or other Services using your account credentials, regardless of whether that person is a user of the Services themselves, and to permit such use is a material breach of this Agreement. Without limiting the foregoing, you are responsible for all use of the Services in connection with your account, including, without limitation, death, personal injury, and injury to property, that results from a Spin Scooter that has been used with your account credentials.

3.5. Termination. We have the right to disable or close your account if your account is delinquent, if your Card is no longer valid, or at any other time, for any other reason or for no reason, in our sole discretion and without any liability to you. If we terminate your account, you must immediately return any Spin Scooter, or other property of Spin that you have in your possession. You will be charged for the value of any property of Spin that you fail to return as well as all costs (including attorneys' fees and costs) that Spin incurs in attempting to recover its property from you.

4. FEES AND RESPONSIBILITY FOR COSTS

4.1. Fees. You must pay to Spin all charges and fees in connection with your use of the Services, which may vary based on the Service you have selected and may include, without limitation, rental charges, application fees, service fees and/or other charges set forth in these Terms ("Fees"). You must pay all Fees when due. If you dispute any Fees, you must submit any such disputes in writing to Spin within thirty (30) days of Spin charging the Fees. Failure to submit such dispute within the thirty (30) day deadline will mean that you waive the dispute and the charge for such Fees will be final, non-refundable, and non-challengeable.

4.2. Method of Payment. You hereby authorize Spin to charge your Card via the App or via another authorized third-party payment processor (e.g., PayPal, Stripe, Square, or others). We may seek pre-authorization of your Card prior to charging Fees in order to verify the Card's validity or the existence of sufficient funds in the account tied to such Card and/or credit on the Card. You must notify us if your Card expires or is no longer valid and must replace it with a valid Card.

4.3. Returns. Upon Returning the Spin Scooter within the permitted 24-hour timeframe, you will be charged the lesser of (a) the accumulated Fees in such 24-hour time period and (b) \$200 per calendar day, which is the maximum daily Fee we will charge for a calendar day. If you fail to Return a Spin Scooter within 48 hours of the time at which you unlocked or otherwise began renting such Spin Scooter, we will consider that Spin Scooter lost or stolen and we may charge you a Fee of up to \$1,300 for each Spin Scooter, and a police report may be filed. Spin may also charge a service Fee of \$25 for rentals in excess of 24 hours where the Spin Scooter is not lost or stolen.

4.4. Fines. You are fully responsible and liable for any Fees that are charged to you by us or a third party in connection with your use of a Spin Scooter or use of a Spin Scooter under your account credentials, including, but not limited to, traffic violations, late payments, fines, penalties, impounding charges, court costs, and/or any other Fees based on improper parking or a result of your violation of any law, rule, regulation, and/or ordinance when using a Spin Scooter. You agree that Spin may, in its sole discretion, pay any ticket, citation, fine, and/or penalty on your behalf directly to the appropriate authority and bill such payment as a Fee to your account, and you will pay us for such Fees plus a reasonable administrative Fee. In the event we use a third party collection and/or administrative agent to resolve any such tickets, citations, fines and/or penalties, you must pay all costs and collection charges including, without limitation, administrative and legal costs to such agent upon demand without protest.

4.5. Damages. You are fully liable for all damages, losses, claims, consequences, demands, causes of action, injuries, costs, and liability in connection with your use of a Spin Scooter or use of a Spin Scooter under your

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account credentials, including, without limitation, (i) physical or mechanical damage, (ii) loss due to theft, (iii) physical damage resulting from vandalism, (iv) bodily injury to you or a third party, (v) third party claims, (vi) actual charges for towing, storage and/or impound fees paid by Spin, and (vii) administrative charges, including the cost of appraisal and other costs and expenses incident to the damage or loss.

5. LIMITATIONS

5.1. Limitations on Services. Spin reserves the right to limit in its sole discretion the provision of the Services to any person, geographic region or jurisdiction. There may be times when we need to disable the Site and/or other Services either temporarily or permanently. The Services may be modified, updated, interrupted, suspended, or discontinued at any time without notice or liability to you. Also, from time to time, we may restrict access to some parts of the Site and/or Services, or the entire Site and/or Services, to users, including registered users. Without limiting the foregoing, you acknowledge and agree that Spin makes no representation, warranty, covenant, or guarantee that the Services (including, for clarity and without limitation, the Spin Scooters) will be available to you at all or any times, and you further acknowledge and agree that Spin may, in its sole discretion, without notice or liability to you, terminate your right to use the Services (including, for clarity and without limitation, the Spin Scooters).

5.2. Electric Vehicle. The Spin Scooter is an electric vehicle that requires periodic charging. You represent and warrant that you have read and understand that: (i) it is your responsibility to check the level of charge power in the Spin Scooter and to ensure it is adequate before initiating using the Spin Scooter; (ii) the level of charge power in the Spin Scooter at the time you initiate a rental or use of the Spin Scooter is not guaranteed and will vary with each use; (iii) the level of charge power in the Spin Scooter will decrease as you continue to use it, the rate at which it will decrease will vary, and as it decreases, the speed and/or other operational capabilities will decrease or cease in their entirety; (iv) the distance and/or time that you may use the Spin Scooter before it loses charge power is never guaranteed; and (v) the Spin Scooter may run out of charge power and cease to operate at any time during your use of the Spin Scooter, regardless of whether you have reached your desired destination.

5.3. Obtaining Equipment. In order to access the Services, you must have access to a compatible internet browser, computer and/or mobile device. Without limiting the foregoing, you are required to reserve Spin Scooters through the App and therefore must have a mobile device that is compatible with the App and the Spin Scooters. Spin may require obtaining updates or upgrades from time to time. You acknowledge and agree that Spin may change system requirements from time to time and that meeting those requirements is your responsibility. We cannot and do not make any representations or warranties with respect to the devices you use to access or use the Services, including with respect to device compatibility.

5.4. Feature Availability / Features Subject to Change. The availability of the Services and the features and services included in it is subject to change with or without notice to you. Not all features or services included in the Services are available in all markets and functionality of the Services may be limited, including, without limitation, due to vehicle capability or compatibility, mobile device or network coverage.

5.5. Usage and Data Fees. Your internet service provider or mobile carrier may charge you access, software or data fees for any network use or data transmission by the Services. Contact your internet service provider or mobile carrier for more information regarding usage rates and fees.

5.6. Third Party Sites. As is typical online, the Site and/or Services may contain hyperlinks to other sites. If there are other websites and resources linked to on this Site and/or Services, either by Spin or by you, these links are provided only for the convenience of Spin's users. We have no control over the contents of those websites or resources, and therefore cannot accept responsibility for them or for any loss or damage that may arise from

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your use of them. If you decide to access any of the third-party websites linked to the Site and/or Services, you do so entirely at your own risk and subject to the user terms and conditions of use for such websites. 5.7. Common Carrier Limitation. You agree that Spin is not a common carrier. Alternative means of public and private transportation are available to the general public and to you individually. We provide Spin Scooters only as a convenience.

6. DISCLAIMERS

THE SERVICES ARE PROVIDED ON “AS-IS” AND “AS AVAILABLE” basis AND YOU USE THEM SOLELY AT YOUR OWN RISK. SPIN DOES NOT REPRESENT OR WARRANT THE FUNCTIONALITY OF ANY OF THE SERVICES OR THAT ANY SPIN SCOOTER OR ANYTHING RELATING TO YOUR USE OF A SPIN SCOOTER WILL BE IN GOOD REPAIR OR ERROR-FREE OR FREE FROM DELAYS, DEFECTS, OMISSIONS, INTERRUPTIONS OR INACCURACIES.

Therefore, WITHOUT LIMITING THE RELEASE OF LIABILITY:

- to the fullest extent permissible by law, SPIN AND the Released Persons hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to: (I) the Services (including THE USER CONTENT); (II) the functions, features, or any other elements on, or made accessible through, the Services; (III) any instructions offered or referenced at or linked through the Services; (IV) security associated with the transmission of Your User Submissions transmitted to SPIN via the Services; (V) whether the Services or the servers that make the Services available are free from any harmful components (including viruses, Trojan horses, and other technologies that could adversely impact Your Device(s)); (VI) whether the information (including any instructions) on the Services is accurate, complete, correct, adequate, useful, timely, or reliable; (VII) whether any defects to or errors on the Services will be repaired or corrected; (VIII) whether Your access to the Services will be uninterrupted;
- (IX) whether the Services will be available at any particular time or location; and (X) whether Your use of the Services is lawful in any particular jurisdiction;
- IN NO EVENT SHALL SPIN OR THE RELEASED PERSONS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR ANY OTHER DAMAGES OF ANY KIND OR INJURIES ARISING FROM THE SERVICES AND/OR USE OF ANY SPIN SCOOTER ACCESSORIES SUPPLIED BY SPIN (E.G. HELMET, LOCK). THE USER IS RESPONSIBLE FOR THE SAFE USE OF SUCH ACCESSORIES AND MUST CHECK THEIR CONDITION BEFORE EACH USE. IF ANY ACCESSORY IS FOUND NOT BE IN GOOD CONDITION OR WORKING ORDER, USER SHOULD NOT USE SUCH ACCESSORY AND SHOULD PROMPTLY NOTIFY SPIN AND REQUEST A REPLACEMENT; AND
- YOU HEREBY ACKNOWLEDGE AND AGREE THAT, EXCEPT AS MAY OTHERWISE BE LIMITED BY LAW, NEITHER SPIN NOR ANY OTHER RELEASED PERSONS ARE RESPONSIBLE OR LIABLE FOR ANY CLAIM, INCLUDING THOSE THAT ARISE OUT OF OR RELATE TO (A) ANY RISK, DANGER, OR HAZARD DESCRIBED IN THIS AGREEMENT, (B) YOUR USE OF, OR INABILITY TO USE, ANY OF THE SERVICES,
- (C) YOUR BREACH OF THESE TERMS AND/OR YOUR VIOLATION OF ANY LAW, RULE, REGULATION, AND/OR ORDINANCE, INCLUDING RIDING ON SIDEWALKS AND/OR PARKING, (D) ANY NEGLIGENCE, MISCONDUCT, AND/OR OTHER ACTION AND/OR INACTION BY YOU, (E) YOUR FAILURE TO WEAR A SNELL-, CPSC-, ANSI- OR ASTM- APPROVED HELMET THAT HAS BEEN PROPERLY SIZED, FITTED AND FASTENED ACCORDING TO THE MANUFACTURER’S INSTRUCTIONS WHILE USING ANY PRODUCT, AND/OR (F) ANY NEGLIGENCE, MISCONDUCT, AND/OR OTHER ACTION OR INACTION OF ANY THIRD PARTY.

SOME JURISDICTIONS DO NOT ALLOW DISCLAIMERS OF VARIOUS WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO YOU. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE FULL EXTENT PERMISSIBLE UNDER THOSE LAWS.

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7. INTELLECTUAL PROPERTY

7.1. Ownership. We own proprietary rights of every kind and nature however denominated throughout the world, registered or unregistered, associated with the Services, such as (i) patents, (ii) patent applications, (iii) copyrights, (iv) copyrightable works of expression, (v) trademarks, service marks, slogans, trade names, and other identifiers (including, without limitation, the Spin name, Spin logo, the Services name, and the Services design (collectively, "Spin Marks"), (vi) text, images, photos, audio, video, data, and communication that we create and/or make available in connection with the Services (collectively, "Spin Content"); and (vii) rights of publicity and privacy, moral rights, know-how, trade secrets, software and database rights ((i) through (vii), collectively, "IP Rights"), any and all applications, registrations, renewals, or derivatives in connection with the foregoing IP rights, all rights to obtain, register, perfect and enforce these IP Rights throughout the world, and any and all actions and rights to sue at law or in equity for any past or future infringement or other impairment of the foregoing IP Rights.

7.2. Limited License. Except as expressly provided herein, we do not grant any express or implied proprietary rights to IP Rights. Subject to your compliance with these Terms and any other terms communicated in connection with specific Spin Content, we grant you a

non-exclusive, non-transferable, limited right to access, view, use, display and listen to Spin Content for your personal, non-commercial use only. You agree not to dispute our claims of ownership or validity of our IP Rights. You may not, nor allow third parties to: (i) use the Services or Spin Content for any fraudulent, unlawful, or abusive purpose, or in any way that interferes with the proper functioning or others' use of the Services or Spin Content, or violates any other person's rights; (ii) use any data mining, robots, or similar automated tools for data gathering, extraction, or accessing the Services or Spin Content, create a database, download or store any Spin Content other than as licensed above, link or frame the Services or Spin Content, extract or derive any source code or structure of any part of the Services or Spin Content by reverse engineering, disassembly, decompilation or any other means; (iii) abuse or do anything to damage our or our service providers' business operations, services, reputation, employees or facilities; (iv) use the Services or Spin Content except as expressly authorized by us; (v) resell, copy, store, reproduce, distribute, modify, display, publish, perform, transmit, broadcast, or create derivative works of the Services or Spin Content or any software used on or for the Services or Spin Content; (vi) modify, disassemble or tamper with any hardware that interfaces with the Services or Spin Content; (vii) interfere with or disrupt the Services or the servers or networks connected to the Services, including the Site and the App; (viii) email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any Spin computer software or hardware or telecommunications equipment; (ix) forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Services (either directly or indirectly through use of third party software); (x) "frame" or

"mirror" any part of the Services or Spin Content; (xi) use meta tags or code or other devices containing any reference to Spin, the Services (or any Spin Marks) to direct any person to any other website for any purpose; (xii) post, use, transmit or distribute, directly or indirectly, (e.g. screen scrape) in any manner or media any Spin Content other than solely in connection with your use of the Service in accordance with this Agreement; (xiii) undertake any activity or engage in any conduct that is inconsistent with the business or purpose of the Services, or that is intended to promote or has the effect of engaging in illegal activities, fraud, or that is defamatory, libelous or otherwise objectionable; (xiv) directly or indirectly promote racism, bigotry, hatred or physical harm of any kind against any group or individual; (xv) directly or indirectly request money from, or otherwise defraud, other users; (xvi) engage in any conduct that involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming" (or "spimming", "phishing", "trolling" or similar activities) to Spin or Spin users; (xvii) take video, audio, photographs, or images of another Spin user without his or her permission (or in the case of a minor, the minor's legal guardian); (xviii) take any action that may undermine

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the efficacy or accuracy of reviews or ratings systems maintained by Spin; (xix) post instructional information about illegal activities including how to damage Spin property or Spin Scooters or the property of other Spin users; (xx) provide information or data you do not have a right to make available under law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information); (xxi) solicit passwords or personal identifying information for commercial, fraudulent or unlawful purposes from other users or disseminate another person's personal information without his or her permission; or (xxii) publicize or promote commercial activities and/or sales such as contests, sweepstakes, barter, advertising, and pyramid schemes, without our prior written consent.

7.3. User Content. You may submit text, images, photos, audio, video, data, and/or communication (collectively, "User Content") through the Services. Please do not submit new or confidential ideas through the Services. By providing User Content, you irrevocably: (i) grant to Spin a world-wide, perpetual, irrevocable, transferable, sub-licensable, royalty-free, non-exclusive and unrestricted license to copy, reproduce, adapt, transmit, edit, modify, publicly display, distribute, translate and create compilations and derivative works from, or otherwise use, any and all User Content (in any format or media) that you post on, upload or otherwise submit to or through, the Services; and (ii) waive all moral rights in and to all User Content that you post on, upload or otherwise submit to or through, the Services in favor of Spin and anyone authorized by Spin to reproduce or otherwise use such materials. For greater certainty and the avoidance of any doubt, this means that, among other things, Spin has the right to use any and all User Content and ideas you submit in any manner without any further notice or obligation to you whatsoever. None of the User Content you post on, upload or otherwise submit to or through, the Services will be deemed confidential. The Service may allow you to communicate with us through the App. Should you choose to communicate with us, you consent to being contacted in the manner requested.

7.4. Restrictions. We are not responsible or liable to you or any third-party for the content or accuracy of any User Content any other text, images, photos, audio, video, data, and/or communication ("Third-Party Content"). You understand that when using the Services, you will be exposed to Third-Party Content from a variety of sources, and that Spin is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Third-Party Content, and that such Third-Party Content is not the responsibility of Spin. You understand and acknowledge that you alone are responsible for User Content, and you, not Spin, assume all risks associated with User Content, including anyone's reliance on its quality, accuracy, reliability, appropriateness, or any disclosure by you of information in User Content that makes you or anyone else personally identifiable. You represent and warrant that you own or have the necessary rights, consents, and permissions to use and authorize the use of User Content as described herein. You may not imply that User Content is in any way sponsored or endorsed by Spin. We cannot review everything that is posted to the Services in advance, any text, images, photos, audio, video, data, and/or communication and/or opinions uploaded, expressed, or submitted to the Services, and all such text, images, photos, audio, video, data, and/or communication other than the Spin Content officially provided by Spin, are solely the opinions and the responsibility of the person or entity submitting them and do not necessarily reflect the opinion of Spin. We do not endorse any such text, images, photos, audio, video, data, and/or other communication submitted to the Services by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and we expressly disclaims any and all liability in connection with such text, images, photos, audio, video, data, and/or other communication submitted to the Services.

7.5. Spin Marks. You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify Spin Marks in any way, including in advertising or publicity pertaining to distribution of materials on the Services, without Spin's prior written consent. You shall not use any Spin Mark or any language, pictures or symbols which could, in Spin's sole judgment, imply Spin's endorsement in any (i) written or oral advertising or presentation, or (ii) brochure, newsletter, book, or other written material of whatever nature, without Spin's prior written consent.

7.6. DMCA. We do not permit copyright infringing activities and infringement of intellectual property rights on

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Services, and we will remove any User Content if properly notified that such User Content infringes on another's intellectual property rights. We reserve the right to remove User Content without prior notice. We will terminate your access to the Services if, under appropriate circumstances, you are determined to be a repeat infringer. In accordance with the Digital Millennium Copyright Act ("DMCA"), if you believe your work has been copied in a way that constitutes copyright infringement, or if you are aware of someone so infringing on your rights, please provide the following information to our Designated DMCA Agent identified below: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed upon; (iii) a description of where the material that you claim is infringing is located on the Site and/or Services; (iv) your address, telephone number, and email address; (v) a statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, and/or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf. Our Designated DMCA Agent is:

DMCA Agent
450 Mission Street, Ste 400
San Francisco, CA 94105
hello@spin.pm

8. TERMINATION

8.1. Termination by You. You may terminate your use of the Services at any time by closing your account and/or ceasing to use the Services; provided, however, that (i) termination will not entitle you to any refunds, (ii) these Terms will remain in effect indefinitely after your termination, and (iii) we reserve the right to charge any additional Fees that you owe as a result of your use of the Services or a third party's use of the Services under your account.

8.2. Termination by Us. We may, in our sole discretion and with or without cause, unilaterally terminate your right to use the Services at any time and without any notice to you.

9. INDEMNIFICATION

Without limiting the Release of Liability, you agree to defend, indemnify, and hold harmless the Released Persons from and against any and all consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, fees, costs and expenses, penalties, attorneys' fees, judgments, suits, settlements, and/or disbursements of any kind, or nature whatsoever, whether foreseeable or unforeseeable, and whether known or unknown, that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Released Person, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with: (i) your use of the Services and your activities in connection with the Services; (ii) your User Content; (iii) your breach or alleged breach of these Terms; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Services or your activities in connection with the Services; (v) information or material transmitted that constitutes copyright infringement, or if you are aware of someone so infringing on your rights, please provide the following information to our Designated DMCA Agent identified below: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed upon; (iii) a description of where the material that you claim is infringing is located on the Site and/or Services; (iv) your address, telephone number, and email address; (v) a statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, and/or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate, and that

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you are the through your mobile phone or other device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; and (vii) the Released Persons' use of the information that you submit to us (collectively, "Claims"). You will cooperate as fully required by the Released Persons in the defense of any of the foregoing. Notwithstanding the foregoing, the Released Persons retain the exclusive right to settle, compromise, and pay any and all such Claims. Released Persons reserve the right to assume the exclusive defense and control of any Claims. You will not settle any Claims without, in each instance, the prior written consent of an officer of a Released Person.

10. ARBITRATION AGREEMENT

THE TERMS OF THIS SECTION 10 (ARBITRATION AGREEMENT) (the "Arbitration Agreement") PROVIDE THAT YOU, SPIN AND SPIN AGREE TO SUBMIT ANY AND ALL DISPUTES (EXCLUDING SPECIFIED INTELLECTUAL PROPERTY CLAIMS AND SMALL CLAIMS, AS DESCRIBED BELOW) ARISING UNDER THESE TERMS, OR OTHERWISE IN CONNECTION WITH THE SERVICE, TO BINDING ARBITRATION RATHER THAN PROCEEDING IN COURT. THIS ARBITRATION AGREEMENT ALSO LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. IN PARTICULAR, YOU AND SPIN EACH AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING OR AS AN ASSOCIATION.

Disputes will be arbitrated only on an individual basis and will not be joined or consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other Party. There shall be no right or authority for any Dispute to be arbitrated on a class action basis or on any basis involving Disputes brought in a purported representative capacity on behalf of the general public, or other persons or entities similarly situated.

PLEASE REVIEW THIS ARBITRATION AGREEMENT CAREFULLY. BY ENTERING INTO THIS ARBITRATION AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL OF THE TERMS SET FORTH HEREIN.

10.1. Definitions. For purposes of this Section 10 (Arbitration Agreement):

10.1.1. "Party" shall mean either Spin or You, as these terms are defined below.

10.1.2. "Us" "Our" "We" and/or "Spin" shall mean Skinny Labs Inc. dba Spin, its successors, assigns, parent, subsidiaries, affiliates, divisions, dealerships, service providers, and their affiliates, and the respective officers, directors, employees, contractors, agents, or shareholders of any of the foregoing.

10.1.3. "You" shall include yourself and any authorized or unauthorized users or occupants of the Spin Scooter, and/or your or their beneficiaries.

10.2. AGREEMENT TO ARBITRATE: Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") in front of one or more neutral individuals instead of filing a lawsuit in court and having a trial in front of a judge or jury. Arbitration procedures are generally simpler than the rules that apply in court. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. By signing this contract, You and We agree that all Claims that in any way relate to, or arise out of, this contract or any related transaction or relationship (including with the dealer) or your purchase, lease, or use of your vehicle or any services offered, sold, or purchased in connection with your vehicle shall be resolved exclusively through final and binding arbitration. Claims arising out of or relating to the validity, application, scope, enforceability, or interpretation of

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the Arbitration Agreement shall also be decided by an arbitrator.

10.3. MUTUALITY: Having chosen to use a Spin Scooter or Service, You recognize that the price and availability of the Service are favorably affected by Your agreement to arbitrate. Further, arbitration is for the mutual benefit of all Parties.

10.4. CLASS OR COLLECTIVE ACTIONS: Each Party may bring Claims against the other only on an individual basis and not as a plaintiff or class member in a class, representative, or private attorney general action. The arbitrator may not preside over any consolidated, representative, class, or private attorney general action involving You and Us. The arbitrator may award relief only in favor of You or Us and only to the extent necessary to provide relief necessitated by the Claims brought by You or Us.

10.5. RIGHTS YOU AND WE AGREE TO GIVE UP: By agreeing to arbitrate, You and We agree to waive the following rights:

10.5.1. RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY (EXCEPT TO THE EXTENT DESCRIBED IN THE PARAGRAPH ENTITLED "RIGHTS YOU AND WE DO NOT GIVE UP")

10.5.2. RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN A CLASS ACTION

10.5.3. RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR (EXCEPT TO THE EXTENT DESCRIBED IN THE PARAGRAPH ENTITLED "RIGHTS YOU AND WE DO NOT GIVE UP")

10.5.4. RIGHT TO PURSUE REMEDIES AND CLAIMS NOT PROVIDED FOR UNDER MICHIGAN LAW AND OTHER RIGHTS THAT ARE AVAILABLE IN A COURT

10.6. RIGHTS YOU AND WE DO NOT GIVE UP: Neither Party waives the right to: 1) file bankruptcy in court; 2) enforce a security interest in the vehicle by repossession or in court; 3) take legal action in court to enforce the arbitrator's decision; 4) request that a court review whether the arbitrator exceeded the authority granted by this Agreement; 5) seek remedies in court to protect intellectual property rights (such as its patent, copyright, trademark, trade secret, or moral rights, but not including its privacy or publicity rights); 6) seek remedies in small claims court for Claims within that court's jurisdiction; and 7) claims and remedies provided for under the Magnusen-Moss Act.

10.7. APPLICABLE LAW AND DAMAGES: Michigan law applies, including warranty law. You and We agree to waive any challenges to the application of Michigan law. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity so long as they are based on evidence of actual damages You have sustained. You and We agree that You are not entitled to relief for harm caused to others and are not entitled to punitive damages intended to punish and deter Us. You and We agree that you are not entitled to incidental, indirect or consequential damages, even if available outside this agreement under state warranty or lemon law.

10.8. DISCOVERY: You and We agree that discovery shall be adequate and shall not exceed the scope contemplated by the Federal Rules of Civil Procedure, with discovery to be cost effective and proportionate to the amount in dispute. Discovery that can be responded to within twenty hours of work shall be performed at the cost of the responding Party. Any further discovery will be at the expense of the requesting Party. In any arbitration in which You or We contend that recovery, if granted, would exceed \$50,000, the arbitrator must apply the Federal Rules of Civil Procedure.

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10.9. Federal Arbitration Act: You and We agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (“FAA”) will govern. The Parties intend for this agreement and the FAA shall preempt all conflicting state laws including California Song-Beverly and California Legal Remedies Act and California Unfair Business Practices Act. Any state laws that seek to prevent, through an anti-waiver clause or otherwise, the freedom of Parties to agree to arbitrate a Claim otherwise captured by this Agreement, including those not contemplated by the parties at the time of contract, and including the measure of damages and remedies available under state law, conflicts with this Agreement and is preempted by the FAA. If the FAA is found to not decide any issue that arises under this Arbitration Agreement or the enforcement thereof, then that issue shall be resolved under the laws of the State of Michigan.

10.10. WARRANTY: You and We agree that this Arbitration Agreement includes any claim arising out of accessing Spin Scooters or Services, including any Claims from a breach of an implied or express warranty, or any other claim regarding quality, service or repair, including California-specific warranty protections or so-called “lemon law” statutes including the

Song-Beverly Act, California Unfair Competition Law, California Secret Warranty Law, California Consumer Legal Remedies Act and any claims involving pre- or post-sale fraud. The warranty period is not extended or triggered anew by Claims or complaints by You, or repair attempts by Us, or flaws or defects discovered at any point after the time of sale.

10.11. ADDITIONAL TERMS APPLICABLE TO THE ARBITRATION AGREEMENT: Unless otherwise agreed, the American Arbitration Association (“AAA”), 1-800-778-7879 (www.adr.org) shall conduct the arbitration. The applicable AAA Rules are those in place at the time of the first retail sale of the vehicle. The process shall include the appointment of a neutral arbitrator. If there is a conflict between AAA’s Rules and this contract, this contract shall govern. The arbitration decision shall be in writing with a supporting opinion.

We will pay Your reasonable total arbitration filing, administration, service, case management, arbitrator, and hearing fees unless the arbitrator determines that your Claim is frivolous. Each Party shall be responsible for its own attorney, expert, and other fees.

For all claims of \$50,000 or less, You can choose whether the arbitration occurs in person, by telephone, or based on written submissions. If you choose in-person, then the arbitration will occur in the county of your primary residence unless You and We agree differently.

For all claims of more than \$50,000, the arbitration will occur in either the capital city or largest city of the state of your primary residence.

We forfeit any ability to seek reimbursement of our costs. Likewise, We will not seek attorneys’ fees from You. But if You receive an arbitration award that is more than 25% greater than the last settlement offer from Us, then We will pay You \$5,000 in addition to the award.

Any portion of this Arbitration Agreement that is unenforceable shall be severed, and the remaining portions shall be enforced. But if the waiver of class action rights is deemed unenforceable in connection with a Claim involving class allegations, the entire Arbitration Agreement shall be unenforceable.

If multiple Claims are asserted in one action and one or more of those Claims would not be subject to arbitration, You and We agree that the Claims that would not be subject to arbitration must be stayed until all Claims that are subject to arbitration have been resolved. You and We also agree that if Claims are asserted against multiple parties, some of whom are not required to arbitrate, the Claims subject to arbitration must be severed. This

User Agreement/Terms of Use

Agreement is confidential, although the existence of the claims is not.

10.12. Notice of Arbitration. Our goal is to resolve claims fairly and expeditiously. Accordingly, for any Dispute that you have against Spin, you agree to first contact Spin and attempt to resolve the claim informally by sending a written notice of your claim (“Notice”) to Spin. The Notice to Spin must be sent by certified mail addressed to:

Skinny Labs Inc. dba Spin
450 Mission Street
Suite 400
San Francisco, CA 94105

The Notice must (i) include your name, residence address, and the email address and/or mobile telephone number associated with your account, (ii) describe the nature and basis of the Dispute; and (iii) set forth the specific relief sought. If you and Spin cannot reach an agreement to resolve the Dispute within 30 days after such Notice is received, then either Party may, as appropriate in accordance with this Section 10 (Arbitration Agreement), commence an arbitration proceeding or file a claim in court. You and Spin agree that any Dispute must be commenced or filed within one year after such claim arose; otherwise, the Dispute is permanently barred

10.13. Opting Out of the Arbitration Agreement. You may opt out within 30 days after signing this Arbitration Agreement stating your name and intent to opt out of the arbitration provision by sending a certified letter to:

Skinny Labs Inc. dba Spin
450 Mission Street
Suite 400
San Francisco, CA 94105

11. MISCELLANEOUS

11.1. Entire Agreement. These Terms (including, without limitation, the Release of Liability, the Arbitration Agreement, and the Privacy Policy), is the entire agreement regarding the subject matter herein, and the parties acknowledge that they have not relied on any promise, representation, or warranty, express or implied, that is not contained in this Agreement. Spin is not obligated under any other agreements unless they are in writing and signed by an authorized representative of Spin.

11.2. Export Control. Materials and information provided on or through the Service, including prices, features, products or services, may not be available outside the U.S. You agree to comply with all export and re-export control laws, restrictions and regulations or similar laws of your government in connection with your use of the Service, including the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department’s Office of Foreign Assets Control (“OFAC”), and the International Traffic in Arms Regulations (“ITAR”) maintained by the Department of State. Further, you represent and warrant that: (i) you are not located in a country that is subject to a government embargo, or that has been designated by any country’s government as a

“terrorist supporting” country, and (ii) that you are not listed on any government list of prohibited or restricted parties as specified in the laws and regulations listed above.

11.3. Promotional Offers. From time to time, Spin may offer promotional discounts or credits

User Agreement/Terms of Use

("Promotional Credits") to users. Spin reserves the right to withhold or deduct Promotional Credits in the event that Spin determines or believes that the receipt of the Promotional Credit was in error, fraudulent, illegal, or in violation of our rules or any other applicable agreement between you and Spin, as determined in Spin's sole discretion. Each of these Promotions will have their own rules and terms that you should review. Those terms will apply in addition to these Terms. We are not required to give, and you are not required to accept, any offers we may promote through the Services. Offers are not transferable, redeemable or exchangeable for other things of value, except at our sole discretion. If you accept any offer, you may have to sign a declaration of eligibility and liability release, or sign other paperwork in order to receive the offer. Some offers may be subject to taxes and other charges or restrictions which will be disclosed before you accept the offer. If you accept an offer you also assume all liability associated with that offer.

11.4. **Governing Law and Venue.** These Terms will be governed by the internal laws of the State of Michigan, without regard to its choice or conflicts of laws provisions. Any dispute that arises out of or relates to these Terms or the breach thereof that is not governed by the mandatory arbitration agreement set forth in Section 10, above, shall be governed by the law of the State of Michigan without regard to or application of choice of law principles. The parties hereby consent to the exclusive jurisdiction of the state and federal courts in Michigan for all claims and both parties expressly waive any objections or defense based upon lack of personal jurisdiction or venue. For any action not subject to mandatory arbitration pursuant to Section 10 above, the prevailing party to such dispute shall be entitled to recover its reasonable costs incurred in prosecuting or defending against such dispute, including its reasonable attorneys' fees and experts' fees.

11.5. **Severability; Waiver.** If a court determines that any term or condition in these Terms is illegal or unenforceable, then such term will be eliminated and the remaining terms and conditions will remain in full force and effect. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

11.6. **Assignment.** We can assign these Terms in whole or in part to anyone we choose. You can't assign your rights or obligations under these Terms to anyone else without our prior consent.

11.7. **Force Majeure.** Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party's reasonable control, including, a significant failure of the Internet, fire, flood, acts of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, or civil or military authority.

11.8. **Independent Contractors.** Spin is an independent contractor and neither party is an agent of the other and neither party has the right to bind the other on any agreement with a third party. 11.9. **Headings and Sections.** The headings and section titles in the Terms are for convenience only and have no legal or contractual effect.

11.10. **No Third-Party Beneficiaries.** You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms.

11.11. **Interference.** ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE THE SERVICES OR OTHERWISE UNDERMINE OUR LEGITIMATE BUSINESS OPERATIONS MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WE RESERVE THE RIGHT TO COUSE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.

RELEASE OF LIABILITY

You acknowledge that use of Spin's vehicle or other transportation device, including but not limited to, bicycles, electric bicycles, electric kick scooters (collectively "Spin Scooter), as well as any other equipment, product

User Agreement/Terms of Use

or services that relate to or concern the rental or use of a Spin Bike is an inherently dangerous recreational activity. You, on behalf of yourself, your family, your heirs, your agents, your affiliates, your representatives, your successors, your guardians and your assigns (collectively the "Releasing Parties"), agree to indemnify, hold harmless, and forever release and discharge the Released Persons (as defined below) from any and all injuries, demands, losses, damages, costs, loss of service, expenses, compensation, claims, suits, causes of action, obligations, rights, and liabilities of any nature, type, or description, whether known or unknown, contingent or vested, in law or in equity, including but not limited to, property loss or damage, personal injury or loss of life, regardless of legal theory, that: (a) relate to, are based on, concern, or arise out of your use of a Spin Scooter, any Spin Service, the Spin website, and/or any of the equipment that Spin provides to You (collectively the "Released Claims"). "Released Persons" as used herein means (i) Ford Motor Company ("Ford"), (ii) Skinny Labs Inc., d/b/a Spin ("Spin"), and (iii) to the fullest extent permitted by law, any (x) governmental entity (including, without limitation, any state, commonwealth, city, town, township, charter township, special district, village, borough, other municipal corporations, and unincorporated communities or jurisdictions) and (y) educational institution (including, without limitation, public and private universities and colleges, high schools, secondary schools, and primary schools) (each of (x) and (y), a "Municipality") with which Spin has contracted or at which Spin is providing Services, and each of Ford's, Spin's, and Municipality's respective

current and former parents, subsidiaries, divisions, and current and former affiliates individuals and entities, legal successors, predecessors (including companies they have acquired, purchased, or absorbed), assigns, joint venturers, and each and all of their respective officers, investors, partners, directors, elected officials, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, and insurers. This Release is intended to be a general and complete release of all Claims and all Released Persons may plead the existence of this Release as a full and complete defense to any Claim.

You hereby acknowledge that you have been advised of and fully understand the provisions of California Civil Code Section 1542 which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." Having been so advised, Releasing Party nevertheless elects to and does assume all risks for Claims known or unknown, suspected or unsuspected, heretofore arising from the use of Spin Scooters, equipment and anything relating to such use, and specifically waives any rights it may have under Section 1542, as well as under any other statute or common-law principle in any jurisdiction with a similar effect.

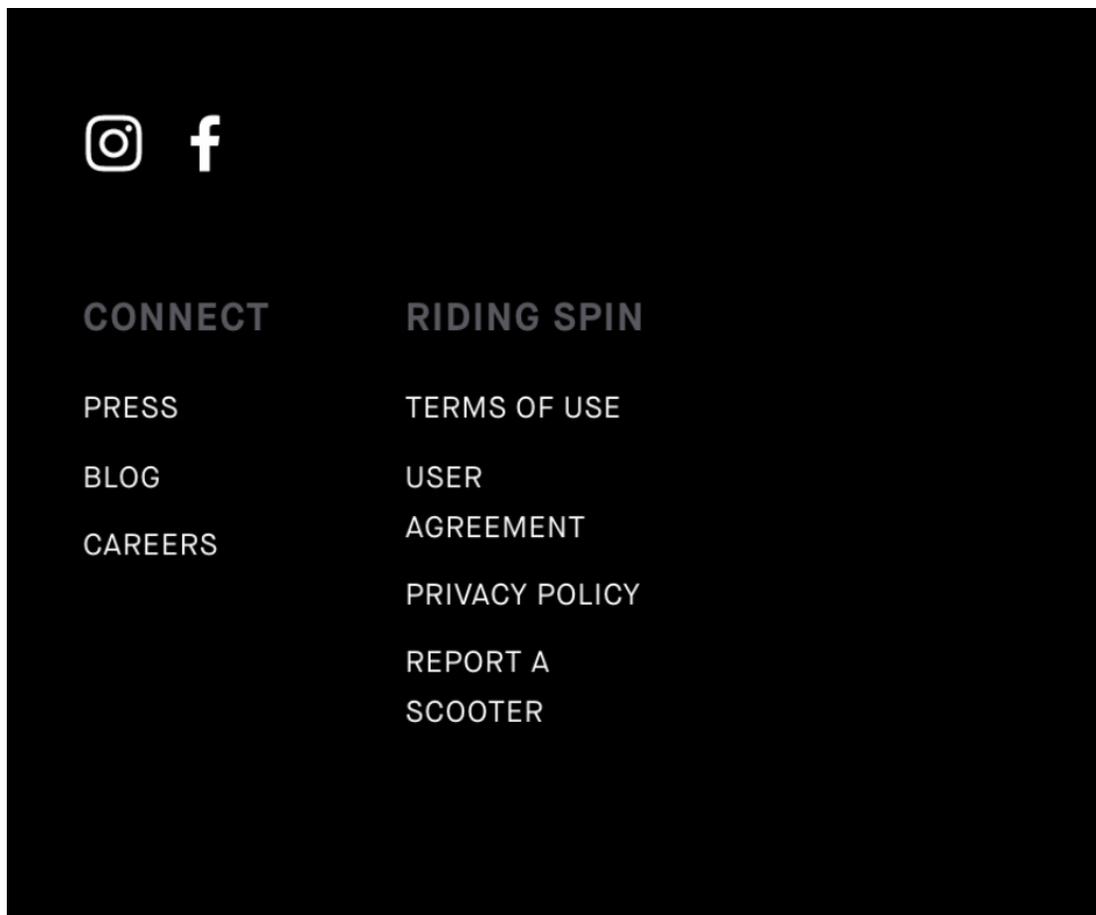
YOU ACKNOWLEDGE THAT YOU ENTER INTO THIS RELEASE FREELY, KNOWINGLY, AND VOLUNTARILY, AND THAT YOU INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE AND WAIVER OF ALL CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF THE SERVICES.

K. Privacy Policy, User Agreements, and Terms of Service

2) Provide screen shots of all locations where these provisions would be shared with customers, including the method for obtaining user acknowledgment/agreement.

Spin's Privacy Policy and User Agreement/Terms of Use can be found by scrolling to the bottom left-hand side of Spin's home page at www.spin.app.

From there, our policies can be accessed by clicking on the specific link.



Spin Privacy Policy

<https://www.spin.app/privacy>

Spin's Privacy Policy can also be found through our website's Support page.

<https://spinbikeshare.zendesk.com/hc/en-us/articles/360000751811-Privacy-Policy>

SPIN PRIVACY POLICY

Effective: August 16, 2019

WHO WE ARE

We are Skinny Labs Inc. ("Spin or "We" or "Us") a wholly-owned subsidiary of Ford Smart Mobility LLC, which is a wholly-owned subsidiary of Ford Motor Company (collectively referenced herein as "Affiliated Companies"). Affiliated Companies is defined as the group of companies related by common control or ownership, and includes, but is not limited to, Ford Motor Company and Ford Smart Mobility, LLC.

We have created a network for sharing vehicles (e.g., scooters, bikes) through a mobile application that enables users to locate, rent, and operate vehicles from the available locations ("App") and we maintain a corporate Web site at <https://spin.pm> ("Site") as well as all related applications, widgets, software, tools and other services provided by us and on which a link to this policy is displayed (collectively, together with the Site and App, our "Services").

SPIN PRIVACY POLICY

Last Updated: August 16th , 2019

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WHO WE ARE

We are Skinny Labs Inc. ("Spin or "We" or "Us") a wholly-owned subsidiary of Ford Smart Mobility LLC, which is a wholly-owned subsidiary of Ford Motor Company (collectively referenced herein as "Affiliated Companies"). Affiliated Companies is defined as the group of companies related by common control or ownership, and includes, but is not limited to, Ford Motor Company and Ford Smart Mobility, LLC.

Spin User Agreement/Terms of Use

<https://www.spin.app/user-agreement> or <https://www.spin.app/terms>

Spin's User Agreement/Terms of Use can also be found through our website's Support page.

<https://spinbikeshare.zendesk.com/hc/en-us/articles/360000730552-User-Agreement>

USER AGREEMENT

Effective: May 31, 2019

Version 2.0

Countries/Territories: United States of America

These Terms and Conditions ("**Terms**") constitute a legally binding agreement between you and Skinny Labs Inc., d/b/a Spin ("**Spin**" or "**we**"), a wholly owned subsidiary of the Ford Motor Company, that governs your access to and use of any and all products and services that Spin provides, including, without limitation, (i) the Spin website located at <https://www.spin.app/> (the "**Site**"), (ii) the Spin mobile application ("**App**"), (iii) any vehicle or other transportation device provided by Spin, including but not limited to, bicycles, electric bicycles, electric kick scooters, and any other transportation device provided by Spin (collectively, "**Spin Scooters**"), (iv) any other equipment, product or services that relate to or concern the rental or use of spin scooters, and (v) any other features and/or services offered by Spin ((i) through (v), collectively, the "**Services**"). Your access to, and use of, the Services is expressly conditioned on your agreement to these Terms.

<https://www.spin.app/user-agreement>

Last Updated: May 31st, 2019

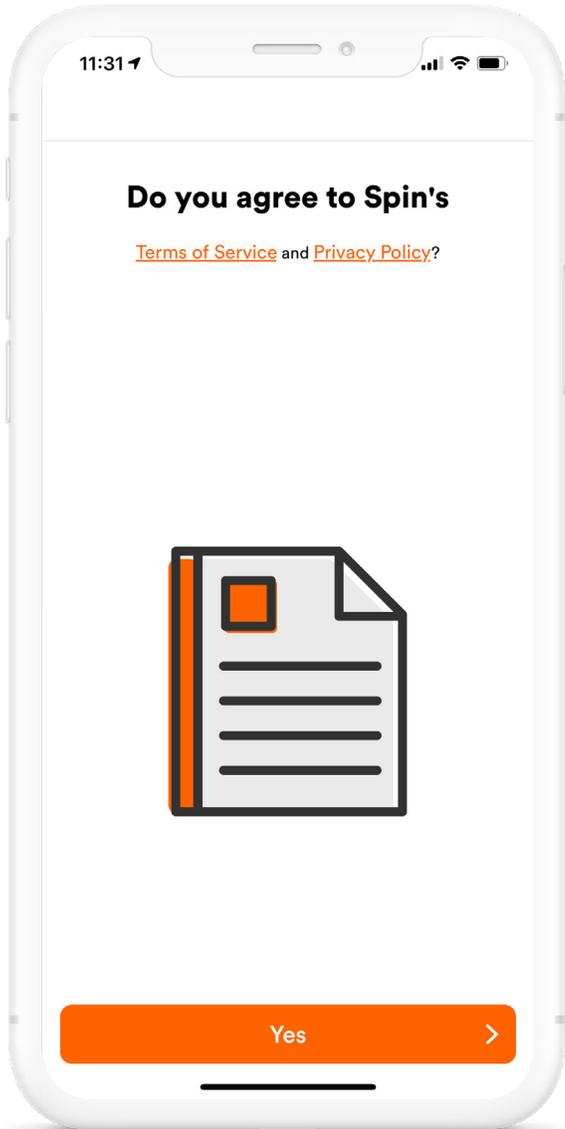
Countries/Territories: United States of America

These Terms and Conditions ("**Terms**") constitute a legally binding agreement between you and Skinny Labs Inc., d/b/a Spin ("**Spin**" or "**we**"), a wholly owned subsidiary of the Ford Motor Company, that governs your access to and use of any and all products and services that Spin provides, including, without limitation, (i) the Spin website located at <https://www.spin.app/> (the "**Site**"), (ii) the Spin mobile application ("**App**"), (iii) any vehicle or other transportation device provided by Spin, including but not limited to, bicycles, electric bicycles, electric kick scooters, and any other transportation device provided by Spin (collectively, "**Spin Scooters**"), (iv) any other equipment, product or services that relate to or concern the rental or use of spin scooters, and (v) any other features and/or services offered by Spin ((i) through (v), collectively, the "**Services**"). Your access to, and use of, the Services is expressly conditioned on your agreement to these Terms.

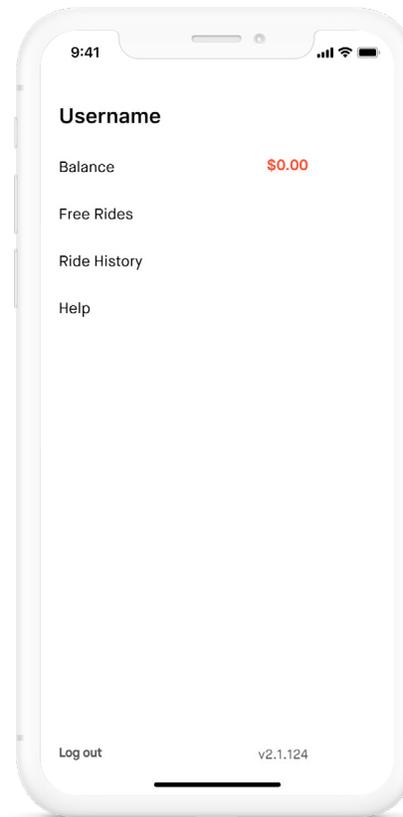
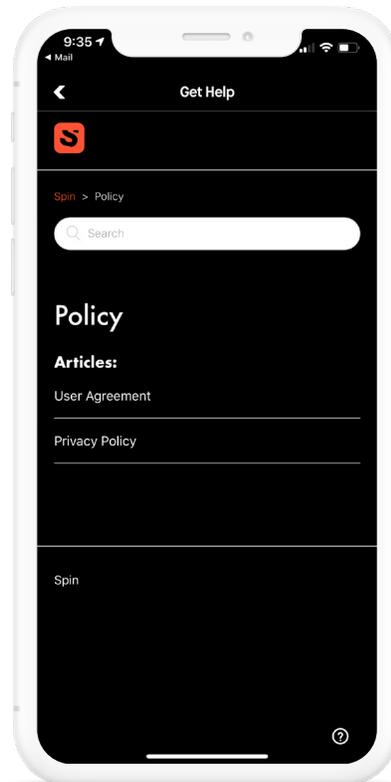
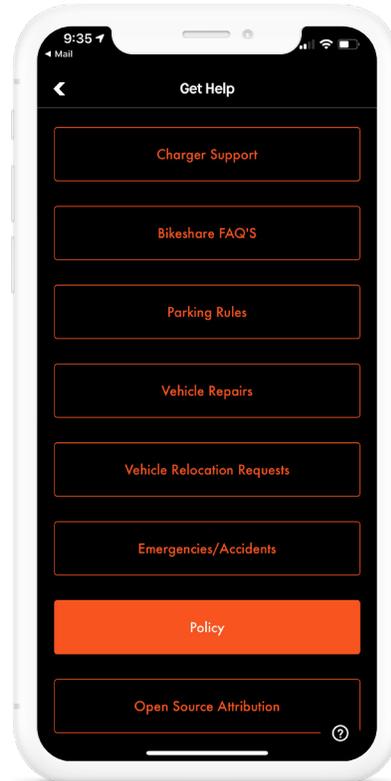
Spin's Mobile App

Spin's mobile app has two ways to view our Privacy Policy and User Agreement/Terms of Use.

1. The first way is when prospective users are onboarding for the first time. These users will encounter the following screen:

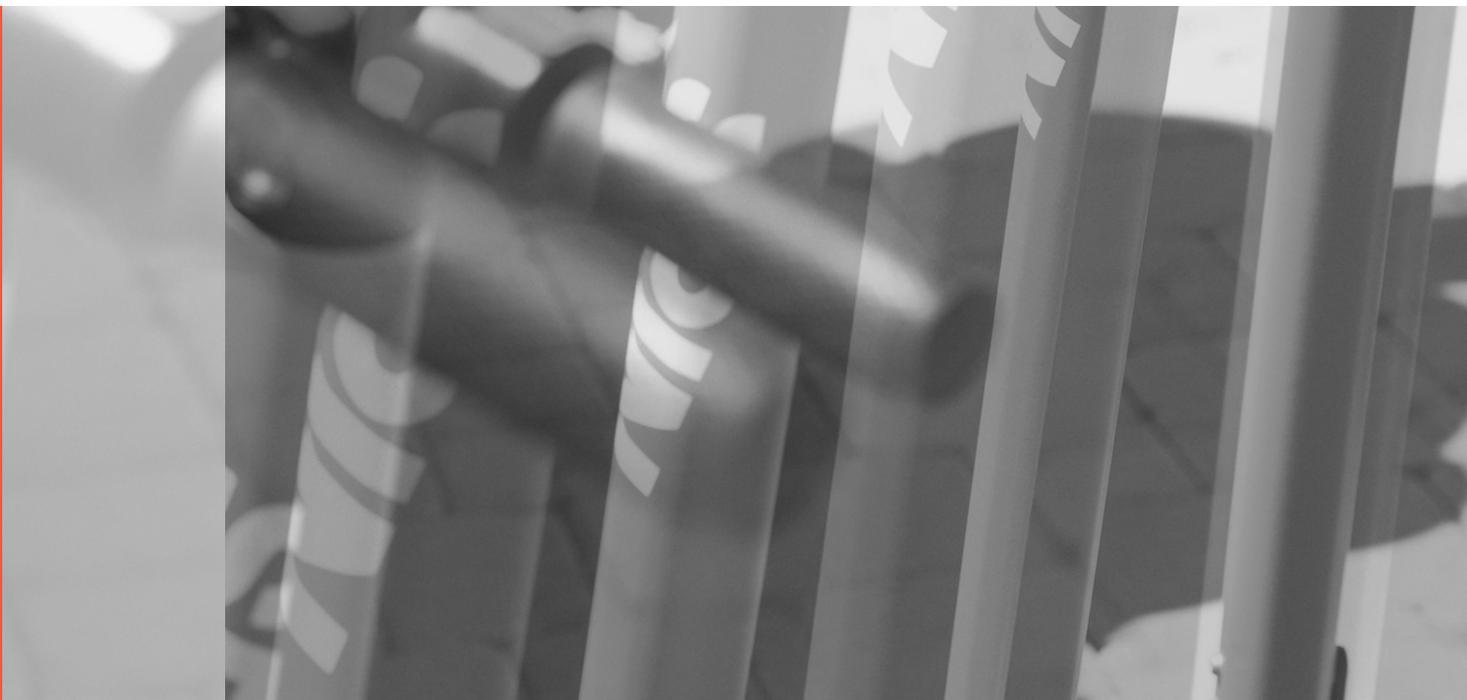


2. For those users who are already a Spin customer, they can access our Privacy Policy and User Agreement/Terms of Use in app by going through the following and below progression of screens:



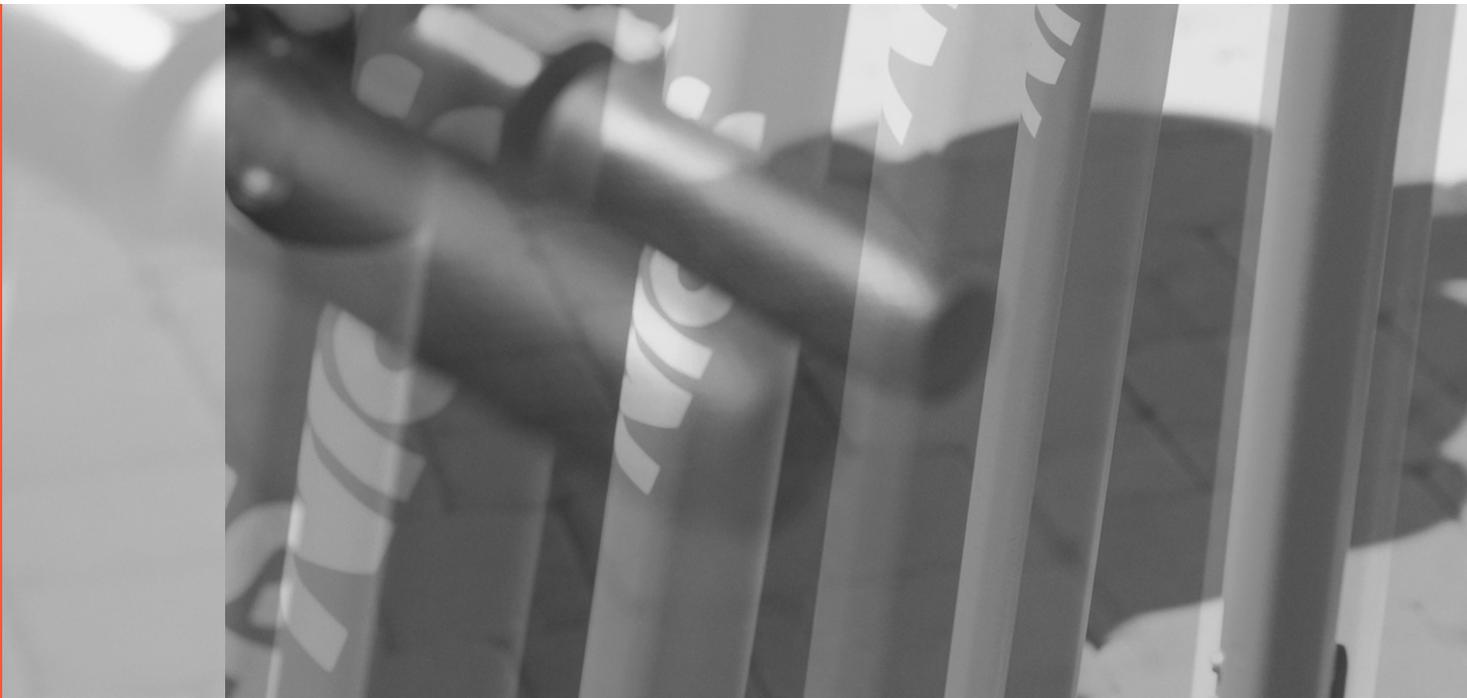
L

IMAGES AND DESCRIPTION OF POWERED SCOOTER



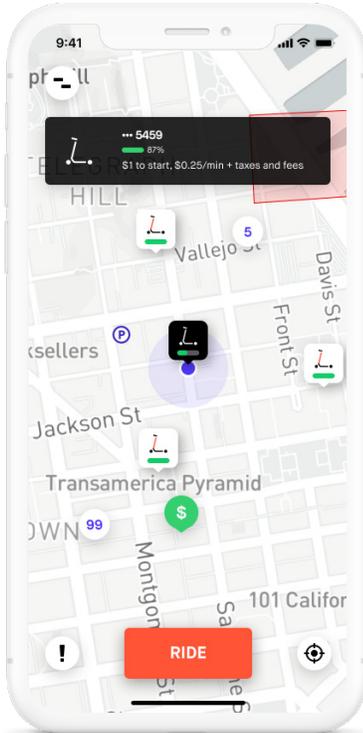
M

IMAGES AND DESCRIPTION OF MOBILE APPLICATION

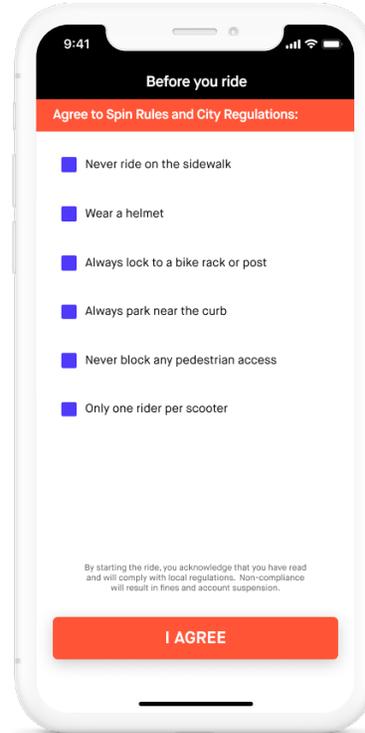


M. Images and Description of Mobile Application

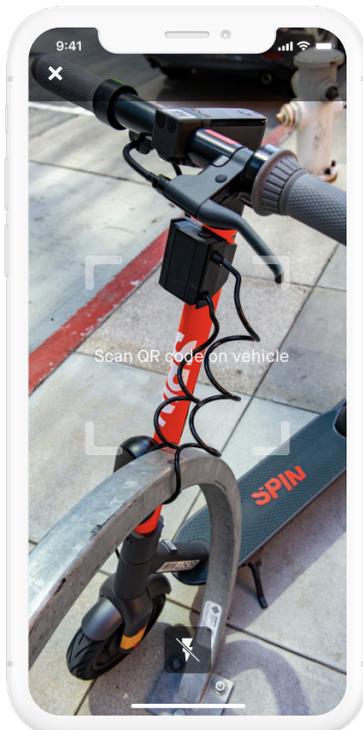
Provide images and description of mobile application.



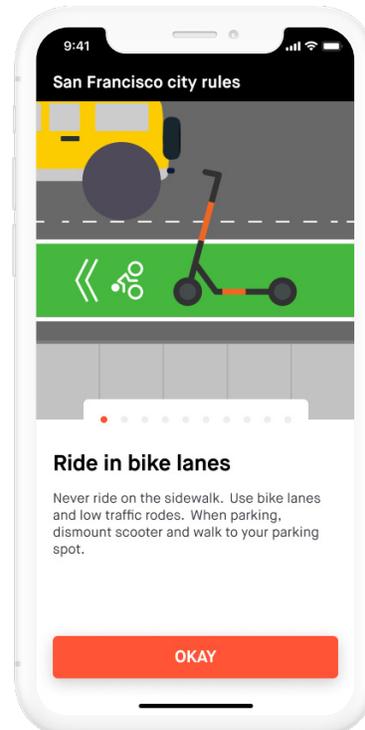
Home Screen
Users opening the app after signup see the Home Screen, showing the map of available scooter locations. The “!” button allows users to contact our support team.



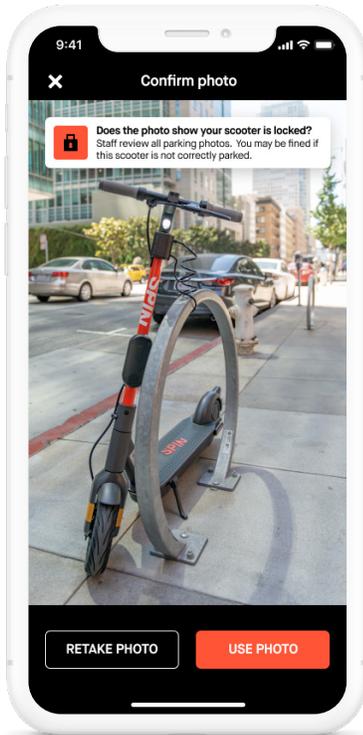
Checklist Screen
New users must affirmatively agree to key safety rules and local regulations. When rules or regulations change, this list can be updated and shown again to riders who are not on their first trip.



Unlock Screen
Pressing “Scan” on the Home Screen opens the camera to scan the QR code. Users also have the option of entering the scooter’s seven-digit ID number by pressing keypad icon in the lower right-hand corner and turning on the phone’s flashlight by pressing the light icon.

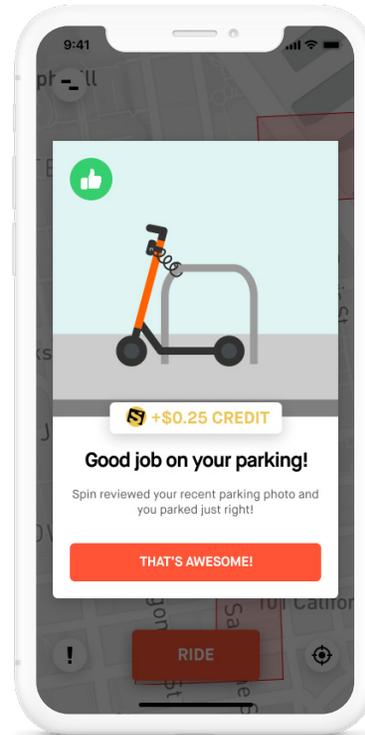


Informational Pop-Ups
Users receive informational pop-ups that must be affirmatively dismissed before they can proceed. The informational pop-ups can be tailored to explain how to lock and park the Spin scooter, according to local rules and regulations.



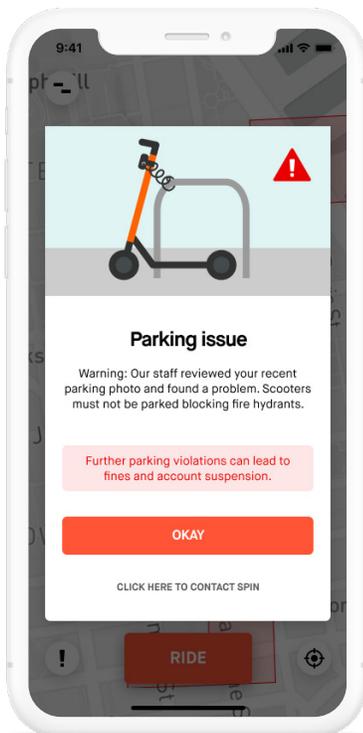
Parking Photo Confirmation

After users end a trip and take a parking photo, the app reminds them that photos are staff reviewed.



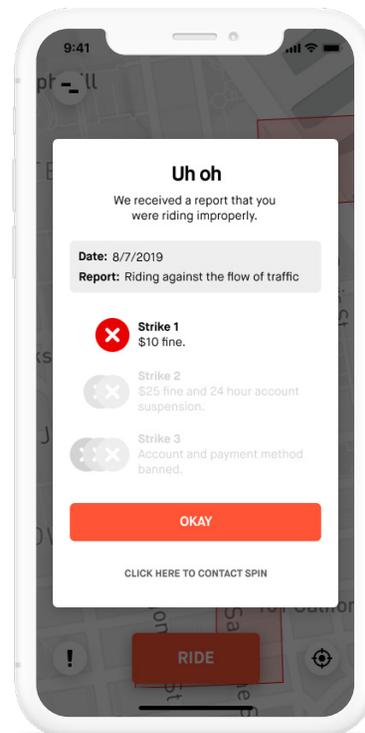
Correct Parking Pop-up

Once Spin reviews a user's trip photo, the user sees a pop-up with the outcome (reward or consequence) the next time they open the app, before they are able to take a ride.



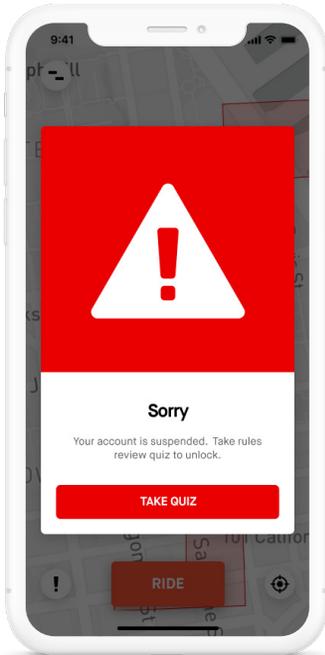
Incorrect Parking Notice

When users parking photos don't clearly show compliant parking, users are informed of their consequence and shown the upcoming consequences for further poor parking.



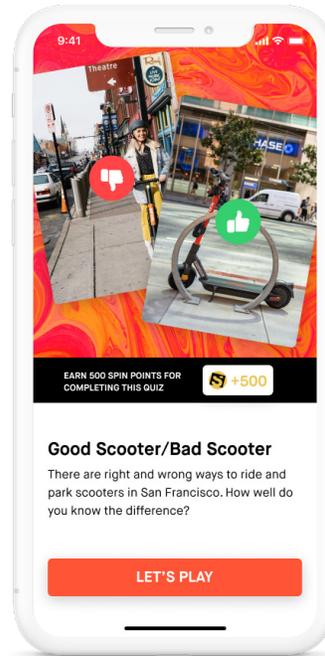
Riding Violation Notice

When our staff correlate a non-compliant riding report with a user's trip, the user sees this pop-up the next time they open the app, informing them of the incident, the consequence, and providing an avenue to appeal with Spin support.



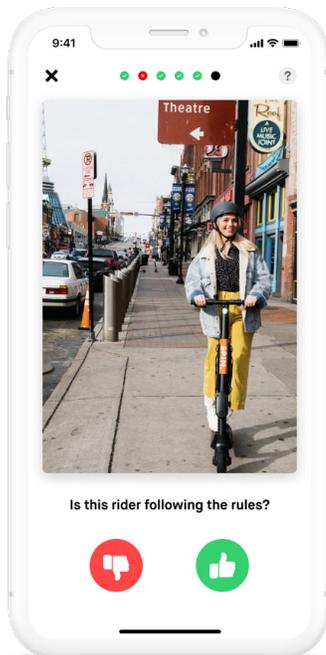
Account Suspension

When users are suspended, they see this screen and are redirected to the Good Scooter/Bad Scooter Game.

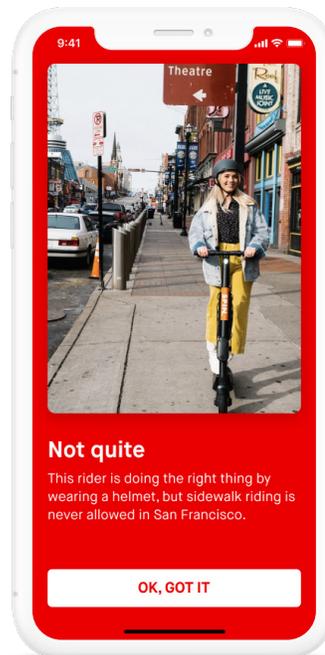


Good Scooter/Bad Scooter Game

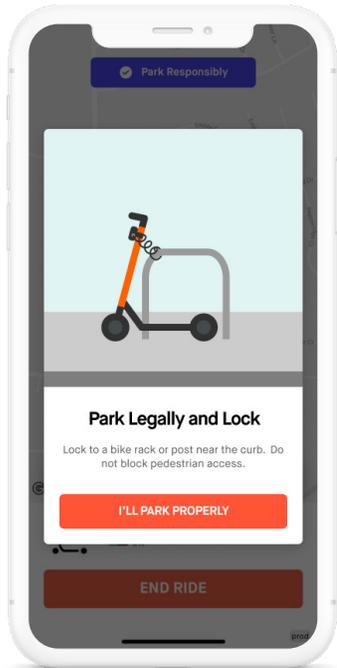
Users have the option to earn Ride Credit by playing Good Scooter/Bad Scooter, an interactive quiz tailored to local rules.



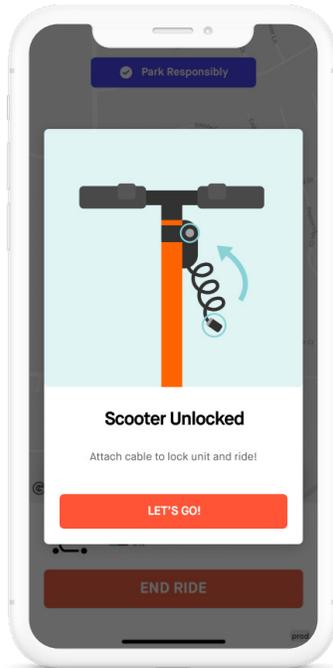
Example Quiz Prompt



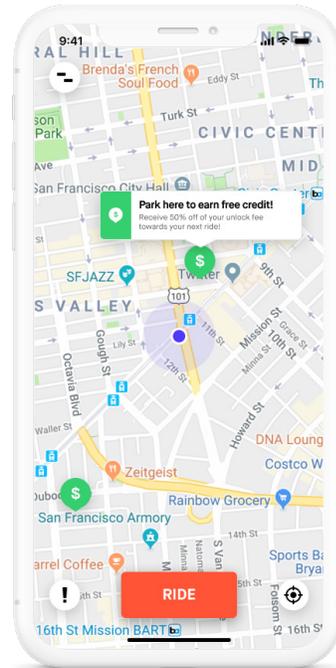
Example Quiz Rules Reinforcement



Locking Device Instructions



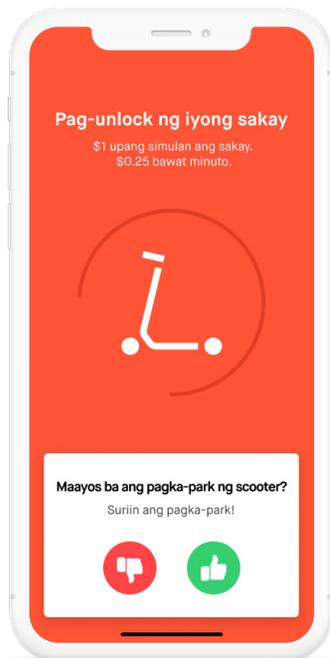
Trip End Locking Instructions



Incentivized Rebalance Point



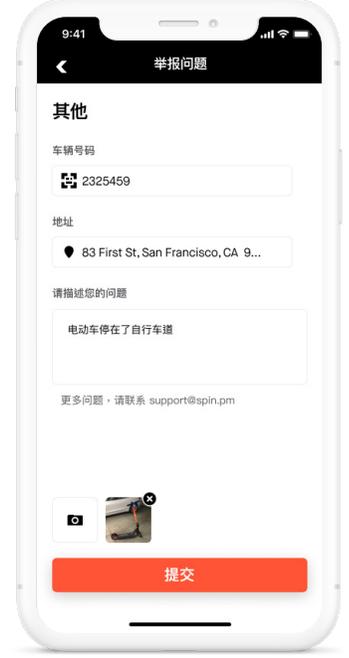
Riding Rules - Russian



Unlock Screen - Tagalog



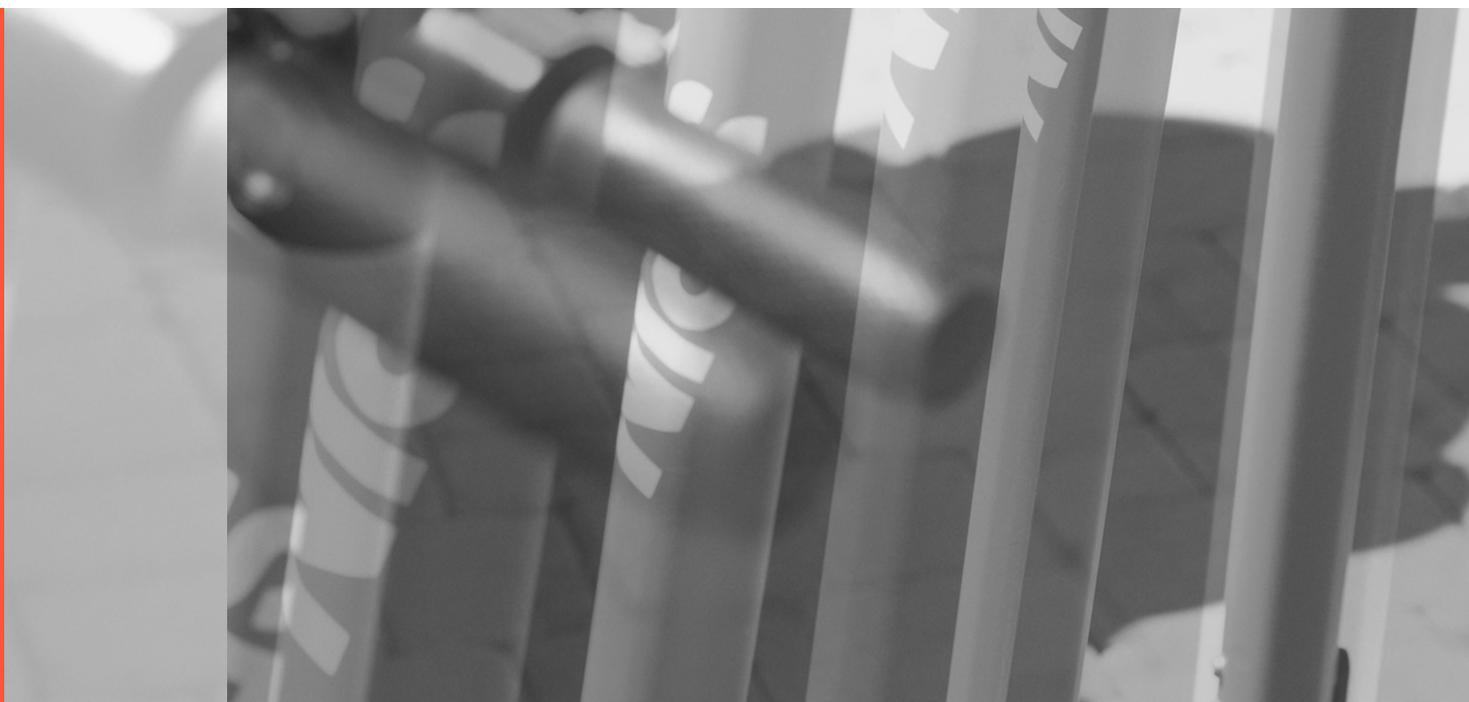
Hold Scooter Prompt - Spanish



Issue Report Form - Chinese

N

PROOF OF INSURANCE



N. Proof of Insurance

Attach a certificate of insurance, as well as an endorsement of additional insured, per requirements set forth in Appendix B. If you have not yet purchased insurance meeting these specifications, supply a statement of intent to obtain this insurance in advance of being issued a permit. The SFMTA will require certificates of insurance as well as an endorsement of Commercial General Liability and Commercial Automobile Liability insurance showing the City as an additional insured before issuing a permit to accepted applicants.

Upon successful application to the SFMTA Powered Scooter Share Permit Program, the City and County of San Francisco and SFMTA, its Officers, Agents, and Employees will be named as Additional Insured with respect to the Evidence of Coverage policies on the following pages.



EOC CGL Auto Insurance Certificate

SKINNLAB



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/14/2019

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 Commercial Lines - (213) 337-6400 USI Insurance Services LLC - CA Lic#: 0G11911 777 S Figueora St Los Angeles, CA 90017	CONTACT NAME: Janice Wendt PHONE (A/C, No, Ext): 213-337-6347 E-MAIL ADDRESS: janice.wendt@usi.com FAX (A/C, No):	INSURER(S) AFFORDING COVERAGE INSURER A: Underwriters at Lloyds, London (IL) INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 15792
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COVERAGES **CERTIFICATE NUMBER:** 14004954 **REVISION NUMBER:** See below

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	ADDITIONAL SUBROGATION WAIVED	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		B0595XN5875019	3/8/2019	3/8/2020	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 OTHER \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input 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		B0595XL5628018004	3/8/2019	3/8/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Coverage .

CERTIFICATE HOLDER Ford Motor Company and its Subsidiaries World Headquarters, Suite 731-A3 Dearborn MI 48126	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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ACORD 25 (2016/03)

(This certificate replaces certificate# 13999878 issued on 3/11/2019)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/13/2019

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 Aon Risk Services Central, Inc. Southfield MI Office 3000 Town Center Suite 3000 Southfield MI 48075 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED Ford Motor Company World Headquarters Attn: Dan Ames One American Road Dearborn MI 48126 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Insurance Corporation		42404
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570075071258 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WA774D001914139 All Other States WC7741001914149 WI	02/15/2019	02/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000
A					02/15/2019	02/15/2020	

Certificate No : 570075071258

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Skinny Labs, Inc. dba is a subsidiary of Ford Motor Company. Evidence of Insurance.

CERTIFICATE HOLDER Ford Motor Company World Headquarters Attn: Dan Ames One American Road Dearborn MI 48126 USA	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 <i>Aon Risk Services Central, Inc.</i>
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Evidence of Coverage WC EL Insurance Certificate

AGENCY CUSTOMER ID: 570000016626

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Ford Motor Company	
POLICY NUMBER See Certificate Number: 570075071258			
CARRIER See Certificate Number: 570075071258	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Excess Self-Insured WC Program

TN
Workers Compensation and Employer's Liability Policy Number Policy Term Statutory Limits
EW174N001000999 02/15/19 to 02/15/20 Employer's Liability Limit: \$2,000,000
Underwriter: Liberty Mutual Insurance Company
SIR applies per policy terms & conditions

NY
Workers Compensation and Employer's Liability Policy Number Policy Term Statutory Limits
EW174N001914159 02/15/19 to 02/15/20 Employer's Liability Limit: \$2,000,000
Underwriter: Liberty Mutual Insurance Company
SIR applies per policy terms & conditions

GA, IN, MO, MN
Workers Compensation and Employer's Liability Policy Number Policy Term Statutory Limits
EW574N001000979 02/15/19 to 02/15/20 Employer's Liability Limit: \$2,000,000
Underwriter: LM Insurance Corporation
SIR applies per policy terms & conditions

Evidence of Coverage WC EL Insurance Certificate

AGENCY CUSTOMER ID: 570000016626

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Ford Motor Company	
POLICY NUMBER See Certificate Number: 570075071258		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570075071258	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

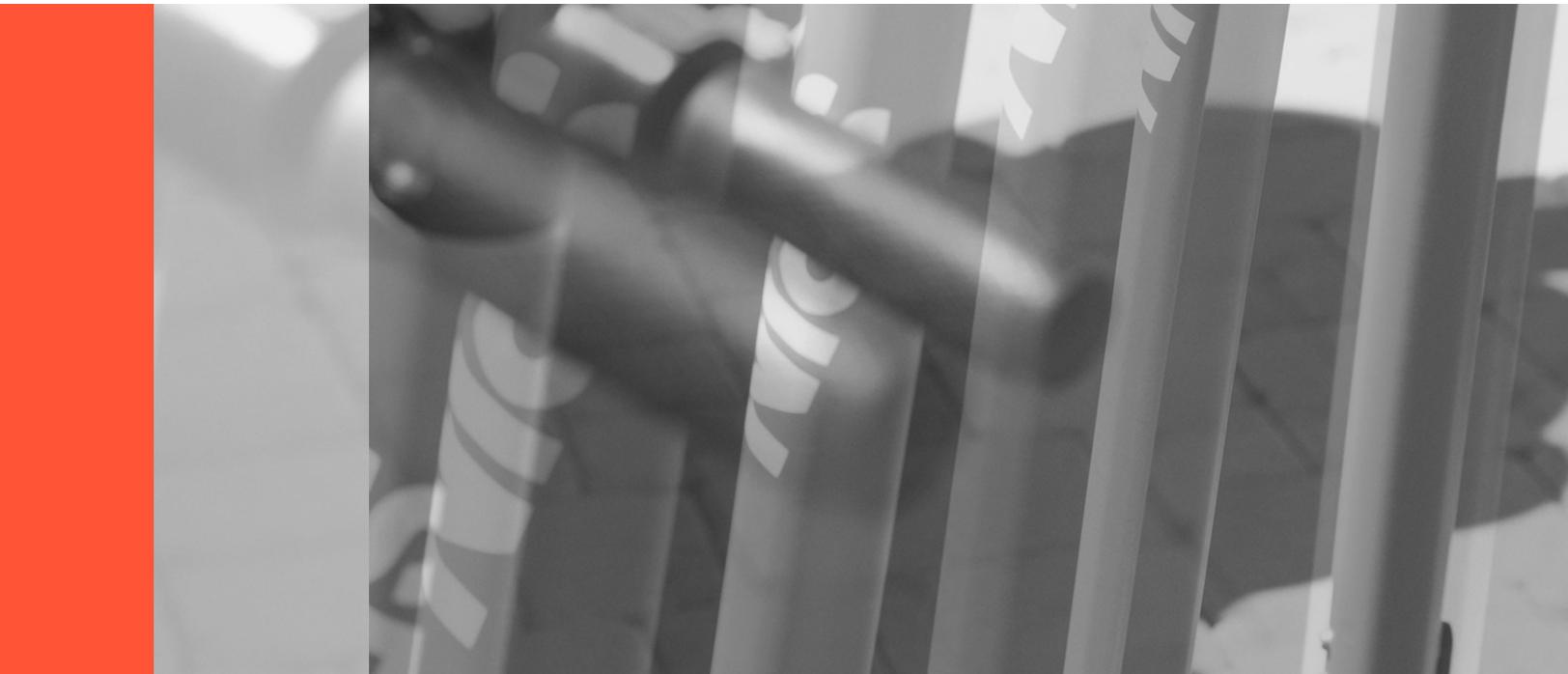
Excess Self-Insured WC Program

CA Workers Compensation and Employer's Liability	Policy Number EW774N001000769	Policy Term 02/15/19 to 02/15/20	Workers Comp Limit: \$2,000,000 Employer's Liability Limit: \$2,000,000 Combined WC & EL Limit: \$2,000,000 Aggregate Indemnity Limit: \$2,000,000
Underwriter: Liberty Insurance Corporation SIR applies per policy terms & conditions			
IL, MI, NJ, OH, OK, PA, VA Workers Compensation and Employer's Liability	Policy Number EW574N001914199	Policy Term 02/15/19 to 02/15/20	Workers Comp Limit: \$2,000,000 Employer's Liability Limit: \$2,000,000 Combined WC & EL Limit: \$2,000,000 Aggregate Indemnity Limit: \$2,000,000
Underwriter: LM Insurance Corporation SIR applies per policy terms & conditions			
CO, MD Workers Compensation and Employer's Liability	Policy Number EW574N001000989	Policy Term 02/15/19 to 02/15/20	Workers Comp Limit: \$20,000,000 Employer's Liability Limit: \$20,000,000 Combined WC & EL Limit: \$20,000,000 Aggregate Indemnity Limit: \$20,000,000
Underwriter: LM Insurance Corporation SIR applies per policy terms & conditions			
KY Workers Compensation and Employer's Liability	Policy Number EW574N001914059	Policy Term 02/15/19 to 02/15/20	Workers Comp Limit: \$10,000,000 Employer's Liability Limit: \$10,000,000 Combined WC & EL Limit: \$10,000,000 Aggregate Indemnity Limit: \$10,000,000
Underwriter: LM Insurance Corporation SIR applies per policy terms & conditions			

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APPENDIX

- Section D Operations Plan - Question 7: Adaptive Scooter Pilot Plan



O. Appendix

7) Adaptive Scooter Pilot Plan

Spin's Adaptive Scooter Plan has two primary goals: continue to solicit feedback on an ongoing manner from the community on vehicle design and operations that would provide access to a wider range of individuals, and use this feedback to develop and implement new devices and service features. To accomplish this, Spin will embark on a two-phased plan in San Francisco.

Phase One

Phase One of this plan will involve hosting vehicle demos with community based organizations ("CBOs") including disability organizations, and other interested members of the public to test different device types. During this phase, Spin will:

1. Identify barriers to utilizing scooter share systems faced by those living with disabilities;
2. Identify & select new device types based on CBO concerns;
3. Demo selected device types;
4. Demo app and product changes to identify opportunities to increase accessibility to Spin's products;
5. Co-host community input and feedback sessions with CBOs to collect data from representative communities on device choices, app accessibility, and pilot knowledge;
6. Utilize Phase One feedback along with our Neighborhood Ambassadors to refine device, deployment and communication needs for Phase Two; and
7. Begin work with key CBOs on developing new device options for use during later pilot phases.

1.a Device Development or Selection

Spin has been working with the Lighthouse for the Blind and The Arc San Francisco, and we have reached out to or in conversations with numerous other organizations representing a variety of physical and developmental disabilities to collect input on our first pilot device. These communities' perspectives will be used to select and develop Spin's future Phase One and Two devices. To this end, Spin has agreed to partner directly with LightHouse for the Blind and Visually Impaired as well as The Arc to explore the

development and construction of new adaptive features and products, such as tandem scooters. Feedback from our partnership with both organizations will also influence policies and be featured in an educational media campaign for Spin users.

Spin's hardware team has selected two potential devices or device modifications to demo in Phase One. The initial devices tested will be 2-wheeled scooters with seats to explore their usefulness for individuals who are unable to stand for the duration of a scooter trip. Other devices that are being sourced for this first phase include scooters similar to our current model with a wider platform and seat, seated scooters with no platform but a pedal, recumbent motorized tricycles, or three-wheeled electric scooters. Throughout this process it has been apparent that in addition to inadequacies in existing device options, there are also deficiencies in today's laws that limit certain adaptive powered devices from use on the streets or bike lanes. If the recommended vehicle from Phase One of Spin's Adaptive Scooter Plan requires modifying the California Vehicle Code (CVC) (for example, broadening the definition to include three-wheeled scooters), Spin's Policy team will collaborate with the SFMTA in recommending amendments to the CVC language.

Early feedback has indicated that many individuals with disabilities may not need an alternative device, but complementary equipment such as motorized attachments for manual scooters. Along this same vein, Spin has been researching methods to connect manual wheelchair users with its existing fleet by utilizing a bracket-like device. Spin has been collecting information from its community meetings to analyze intersections between CBOs on common issues to help select its pilot devices. Several options have been analyzed, with the options that provide options for the widest variety of communities while still being legal to use being prioritized for Phase One testing.

Name/Description	Complementary Device	Balance	Visually Impaired Options	Legal	Back Support	Seating Support	Audible Proximity Alarm Available
Seated two-wheeled scooter				✓		✓	
Three-wheeled device		✓	✓		✓	✓	
Recumbent motorized devices		✓	✓		✓	✓	
Motorized tricycle / quadricycle		✓	✓		✓	✓	
Motorized wheelchair attachment	✓	✓	✓	✓	✓	✓	
Bracket	✓	✓		✓	✓	✓	

1.b Deployment Strategy

Similar to Spin’s device selection process, its deployment strategy will be a collaborative effort between its partners. During the first phase of Spin’s pilot program we will work directly with CBOs to establish a “focus week” for their community.

During this week, Spin’s Neighborhood Ambassadors, along with CBOs, will host scooter safety courses and guide participants through using Spin’s mobile application and pilot device. The frequency of these sessions will be decided with the CBO, but is intended to solicit the greatest amount of participation and feedback possible. Times outside of normal working hours will be prioritized, including weekends. The location of the pilot, as well as the available devices will be discussed with the CBO to ensure their members have the greatest opportunity to participate. While these focus weeks are intended for and will be advertised with specific CBOs, device testing will be open to any interested individual.

During these device testing sessions, participants will be able to use the device for a set period of time before returning to the rental location. Following each ride, staff will work to collect feedback on the experience including comfort, ease of use, and applicability to the individual’s disability.

1.c Communication & Feedback Strategy

Spin will work with its partner CBOs to select the timing of their focus week. After this is established, Spin will work with its partner to inform its community of the upcoming focus week via (1) electronic mailing lists, (2) flyers, (3) postings in community or partner locations, (4) on Spin’s website, blog, or community calendar, and (5) on partner websites and/or blogs.

Spin will also work with the SFMTA to host information about the focus week on their website. In advance of the focus week, Spin will coordinate attending any community group meetings to answer any questions.

In addition to the post-ride feedback mentioned above, Spin will send a summary of feedback to the individuals that participated, and ask for any additional thoughts or ideas. At the conclusion of each focus week, Spin will work with its partner CBO to host a final group session with its members. Feedback intake methods at the conclusion of the focus week and during the final session will include written and electronic surveys, tally boards, and summaries of group discussions. Results from this feedback will be used for the second phase of Spin’s adaptive scooter pilot.

2. Phase Two

The input gathered from phase one of Spin’s adaptive scooter plan will be used towards new devices, operations and staffing plans. The second phase of Spin’s pilot will focus on analysis of intersectionality between Phase One’s focus weeks to establish longer term programs. Spin will host intersectional meetings between these communities to better understand shared goals and to disseminate general pilot information.

During this phase, Spin will:

1. Iterate & revise device options based on commonalities between community concerns & feedback from the first phase
2. Identify & increase supply of 'permanent' pilot devices
3. Identify 'permanent' deployment locations for adaptive devices
4. Plan to deploy, or if necessary continue to develop new devices
5. Co-host cross-CBO meetings to encourage discussion and program feedback

2.a Deployment Strategy

Phase Two's deployment strategy will focus on catering device availability on a neighborhood level using Spin's Neighborhood Ambassadors. Neighborhood Ambassadors will manage a set number and variety of devices that have been determined to most closely match the needs of their area. Throughout this pilot, Spin will adjust the number of devices and hours of availability to most closely match neighborhood needs.

While it is unlikely that many of the device types piloted in this program will be available for constant street presence due to size constraints and

technology limitations, Spin will seek to have the most integrated experience possible for potential users. During this pilot phase, interested individuals or organizations will be able to reach out to Spin staff to arrange a rental of one of Spin's adaptive devices. The Neighborhood Ambassador and Operations Lead will work with the inquirer to arrange device pickup and drop off. This rental program will be open to anyone, barring legal device limitations.

2.b Communication & Feedback Strategy

Pilot information will be distributed to partner agencies via the same channels listed in Phase One. Upon a cadence established with its partner groups, reminders about the programs availability will be sent out. Spin will host information regarding the pilot on its website, blog and community calendar. Spin will also work with the SFMTA to share pilot information online. Contact information to arrange device rental will also be shared with the SFMTA.

Participants in the pilot program may be asked to complete a survey either electronically or physically at the completion of their rental. Spin will also host monthly feedback sessions with a rotating list of partner CBOs. Data collected from these meetings will be used to inform future device options and expansion of the pilot program.

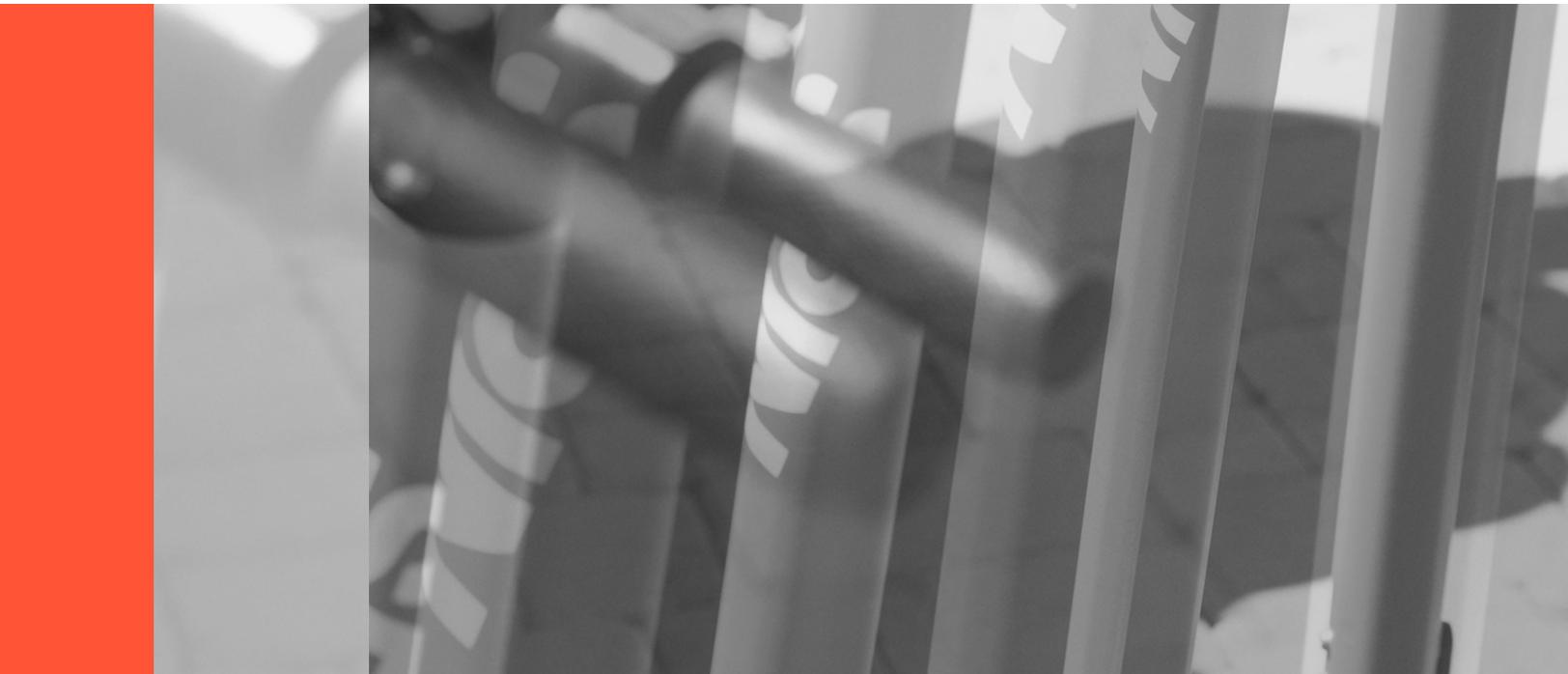
Proposed Adaptive Scooter Prototype



2

APPENDIX

- Letter of Confirmation



Letter of Confirmation

Randolph E. Kirchain
Principal Research Scientist



Massachusetts Institute of Technology
77 Massachusetts Avenue, Building E19-695c
Cambridge, Massachusetts 02139-4307

Materials Systems Laboratory
MIT Materials Research Laboratory

Phone 617-253-4258
Email kirchain@mit.edu
<http://msl.mit.edu/>

August 7, 2019

To whom it may concern:

I am writing to confirm that as of the date of this letter, the MIT Materials Systems Laboratory has entered into a contract with MIT, and remains under contract, to deliver a comprehensive attributional (static comparative) life-cycle assessment (LCA) of up to two different Spin scooter models in up to three different cities/regions.

Through over two decades of research on the sustainability performance of transportation systems, including collaborative research with industrial partners in the United States, Europe and East Asia, the Materials Systems Lab at MIT has built a rich store of databases, models and experience to conduct LCA-based assessments of vehicle technologies and transportation services.

As part of this contract, the MIT team will be implementing methods and databases that adhere to, and would support subsequent third-party communications that adhere to, the ISO 14040/14044-series of international standards for LCA. We anticipate preliminary vehicle results towards Fall 2019, and a complete report by the end of 2019.

Sincerely,

A handwritten signature in blue ink that reads "Randolph E. Kirchain".

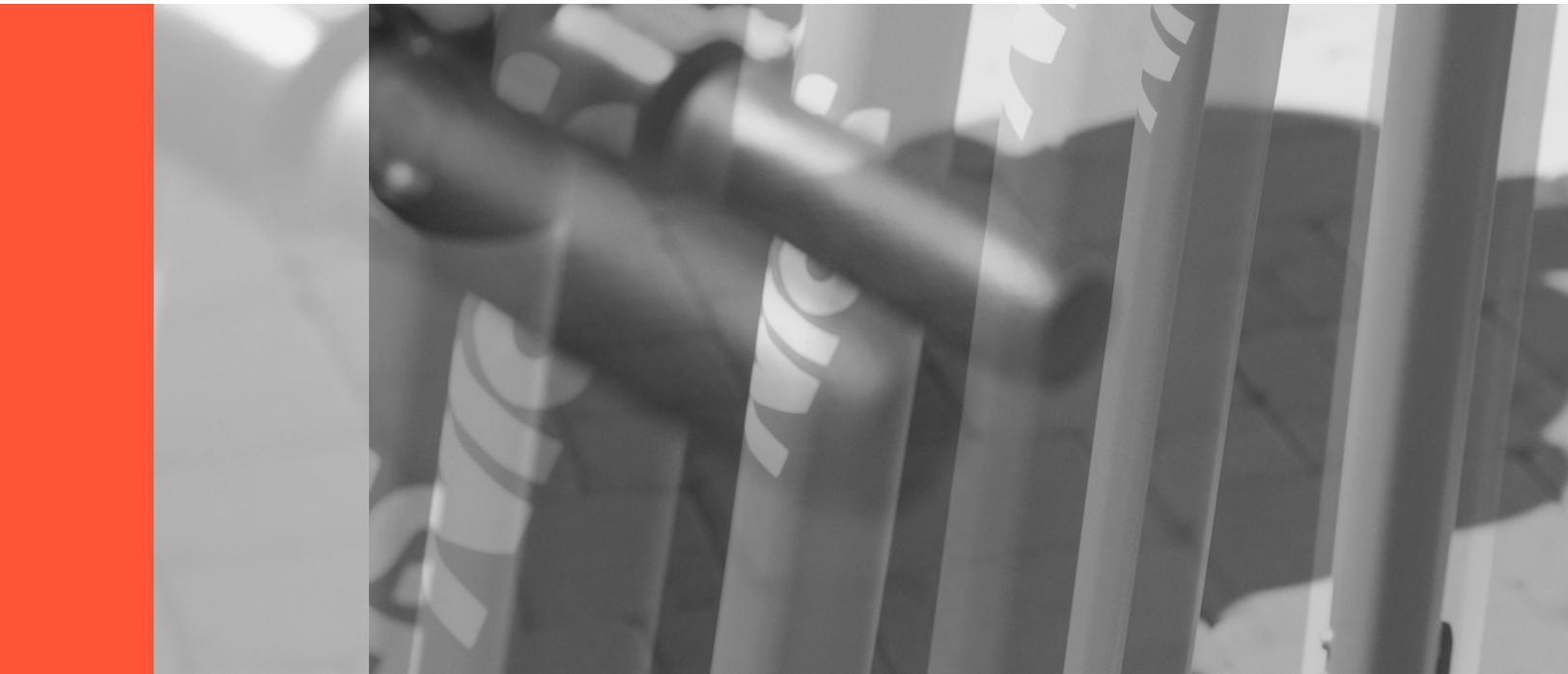
Randolph E. Kirchain
Principal Research Scientist



3

APPENDIX

- Letters of Support



August 16, 2019

Tom Maguire
Interim Director of Transportation
1 South Van Ness Ave.
San Francisco, CA 94103

Dear Mr. Maguire,

Teamsters Local 665 and Joint Council 7 would like to express their support for Spin to receive a permit through the SFMTA Dockless Scooter Share Program.

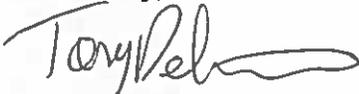
Spin has proven to be a committed partner whose values represent the communities in which they plan to operate. Spin brings a sustainable, equitable transportation option to neighborhoods in transit deserts that are ignored by other tech transportation companies. Their team consists of individuals that are passionate about and dedicated towards making a positive social impact while providing an alternative to single occupancy vehicles (SOVs). We believe Spin would be a partner that effectively contributes and ultimately achieves the mobility and access goals the City & County of San Francisco seeks to meet.

Spin and Teamsters Local 665/Joint Council 7 have signed a labor peace agreement that includes a neutrality clause, a card check, and access to employees through work site meetings inclusive of name/contact information for hourly operations personnel.

Through our interactions with Spin, we believe the company is committed to labor harmony and respect of their employees' rights to collectively organize. Further, they have demonstrated their dedication to local hiring by voluntarily signing up for OEWD's First Source program.

We support Spin receiving a permit to operate in San Francisco.

Sincerely,

A handwritten signature in black ink, appearing to read "Tony Delorio", with a long horizontal flourish extending to the right.

Tony Delorio,
President, Teamsters Local 665

August 20, 2019

Tom Maguire
Interim Director of Transportation
1 South Van Ness Ave.
San Francisco, CA 94103

Dear Mr. Maguire,

I am writing to express my support for Spin in their bid for a permit through the SFMTA Dockless Scooter Share Program.

As someone that was born and raised, and still resides in one of the disadvantaged communities of San Francisco - more specifically, District 10 - I have had a lot of opinions with regards to city policies and initiatives in our neighborhood. In all honesty, I've been very opposed to the entry of affluent tech companies into San Francisco, particularly so in recent years. Needless to say, electric scooter companies and other sustainable, alternative transportation companies were not an exception. I viewed these companies as outsiders that didn't understand and didn't attempt to understand the uniqueness of the San Francisco community, and brought with them not innovation but rising living costs at the expense of the most vulnerable communities.

It was, therefore, quite ironic that I had been offered an opportunity to intern at Spin when I applied for the Mayor's Opportunities for All (OFA) Program. In all honesty, I had been rather reluctant to accept the position; I feel that it is necessary to say, now, that I'm extremely thankful that I made that decision.

As an intern at Spin, I can confidently say that they have betrayed all of the negative expectations I had of tech companies, and have provided me with exposure that I doubt I would've gotten had I been placed elsewhere. Working with the public policy team at Spin, I witnessed firsthand the extent to which Spin goes to connect with local government and local community organizations to ensure that their presence in San Francisco and other markets is wanted and creates a positive impact. I understood that the team at Spin was truly dedicated to their values of serving the communities they operate in, especially so in San Francisco despite having not received a permit. It was the first time that I thought that a tech company could be anything besides detrimental to our city.

I would be lying if I were to say my perspective is entirely changed on the existence of tech companies in San Francisco. I am being honest, however, when I say that I'd be considerably more accepting should they actually demonstrate the same passion as Spin does.

I am not worried about the potential issues of permanently allowing electric scooters on San Francisco streets; surely, our government is going to be responsive to the concerns of the residents. I do believe, though, that choosing Spin as a partner for SFMTA will ensure that this standard will be met even without government intervention. Spin's innovation stems from their commitment to genuine connections and collaboration with the community, and this spirit holds with all of their partnerships. Truly, SFMTA and the City & County of San Francisco will find that Spin is the partner they seek.

Sincerely,



Sherry Zhu
Public Policy Intern, Spin

:LIGHTHOUSE: FOR THE BLIND AND VISUALLY IMPAIRED

August 20th, 2019

TO: SFMTA Dockless Scooter Share Program
RE: LightHouse Endorsement of Spin Scooter Share

On behalf of LightHouse for the Blind and Visually Impaired, I would like to express our support for Spin Scooter Share becoming a Scooter Share provider for the San Francisco Municipal Transportation Agency (SFMTA) Dockless Scooter Share Program.

Spin has expressed their interest in working with LightHouse to find ways to minimize the impacts of scooters to the mobility of blind individuals through better user education, as well as improve the independence and potentially, the mobility of blind individuals. As such, Spin and LightHouse will be exploring the following campaigns:

Adaptable Design Partnership:

Spin and LightHouse would co-host a tandem scooter scoping project with interested individuals, corporations and staff with the goal of designing products, features, and policies that could enable blind individuals to benefit from scooters. One example would be the exploration of designing or acquiring a tandem scooter fleet. The LightHouse believes the pedestrian inconvenience by improperly parked scooters from all providers could be mitigated if a portion of the scooter fleet were able to be enjoyed in tandem by the blind.

The LightHouse and SPIN agree to have ongoing high-level access to SPIN's engineers, designers and management to provide feedback on the deployment of scooters and suggest ways the app and vehicles could be modified for easier detection, safety and tandem rental.

Spin would incorporate input and ideas into future features and iterations of our scooters, our product, our apps or our operations.

Disability and Mobility Media Campaign:

Spin would work with and compensate LightHouse for its effort to develop an accessibility and awareness media campaign for Spin's users. Photos and storytelling would document the negative impact of scooters on mobility for the blind. Spin would educate users with this media including building these stories into our user education modules. Another goal would be highlighting successes in Spin's media: ways that scooters may be helping people with disabilities have more independence such as employment opportunities. SPIN and the LightHouse will conduct a thorough assessment of employment opportunities for blind and low vision people within SPIN itself.

⋮LIGHTHOUSE⋮

FOR THE BLIND AND VISUALLY IMPAIRED

With the above agreements in mind, we believe Spin would ultimately be a responsible and effective working partner in helping the City & County of San Francisco improve transportation for all individuals in our city and would like to support their application to the SFMTA dockless scooter program.

Sincerely,



Bryan Bashin, CEO

LightHouse for the Blind and Visually Impaired

1155 Market St., 10th fl.

San Francisco, CA 94103

www.lighthouse-sf.org

Direct voice: 415.694.7346

Executive Assistant: 415.694.7348

Email: bbashin@lighthouse-sf.org

Follow LightHouse: Facebook Twitter YouTube Instagram

Enchanted Hills Camp-related social media: Facebook Twitter YouTube Instagram



Youth Art Exchange

Tom Maguire, Interim Director of Transportation
1 South Van Ness Avenue, 7th Floor
San Francisco, CA 94103

August 20, 2019

Dear Mr. Maguire,

Youth Art Exchange (YAX) would like to share how Spin has worked with YAX to support our equitable arts programming for youth and community in San Francisco. Their outreach and commitments to date provide us optimism that Spin will follow through on its commitments to our city's youth. **Youth Art Exchange exists to make sure that San Francisco public high school students have this critical access to the arts.** And we do this by offering **free** multidisciplinary programming **taught by artists** for public high school students and their communities at our new arts hub [x]space in the Excelsior and creative spaces citywide.

Youth need safe and creative spaces to explore who they are and who they are becoming. Art creates those spaces. There are an incredible number of barriers to accessing the arts for young people. **Not all public high school students in San Francisco have access to art** during their school day and whenever there are budget cuts, the arts are almost always the first to go. For youth of color and low income youth, that often leaves little opportunity for art in their lives.

Spin listened to our needs when we started exploring partnership and has signed an MOU that is based on how we, as an organization, want to enhance and expand our work, launching a philanthropic and educational relationship together. Spin has committed volunteering and sponsoring resources to YAX programs, including:

- Volunteering at and funding free YAX pop-up printmaking workshop(s) that are open to all
- Providing a scooter safety presentation as part of YAX's youth printmaking program that is working on a visual Vision Zero project
- Sponsorship of YAX's 9th annual 2019 Youth Arts Summit at California College of the Arts

Based on a multitude of conversations and opportunities to develop these ways to increase access to the arts, Spin has expressed care and understanding about the core values and mission YAX embodies. We look forward to building community in San Francisco that is supportive, inclusive, environmentally innovative, and safe for all - and we appreciate Spin engaging as a partner and funder of our work.

Please contact me if you have any questions or need additional information at reed@youthartexchange.org or (215) 900-6918.

In community,

Reed Davaz McGowan
Executive Director, Youth Art Exchange



415•857•0638 // www.imprintcity.org
10 Clearview Court • San Francisco CA 94124

August 16, 2019

Tom Maguire
Interim Director of Transportation
1 South Van Ness Ave.
San Francisco, CA 94103

Dear Mr. Maguire,

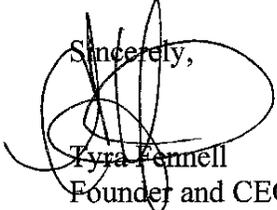
Imprint City would like to express their support for Spin to receive a permit through the SFMTA Dockless Scooter Share Program.

Spin has proven to be a committed partner whose values represent the communities in which they plan to operate. Spin brings a sustainable, equitable transportation option to neighborhoods in transit deserts that are also ignored by other tech transportation companies. Their team consists of individuals that are passionate about and dedicated towards making a positive social impact while providing an alternative to single occupancy vehicles (SOVs). We believe Spin would be a partner that effectively contributes and ultimately achieves the mobility and access goals the City & County of San Francisco seeks to meet.

Spin initiated talks with Imprint City this year with the intention to establish a genuine approach to community engagement, particularly in District 10. Spin is working with us to connect further regarding community feedback on the impact of scooter share and to facilitate opportunities for residents of our neighborhoods, including employment opportunities, arts and cultural opportunities, and promotional opportunities for local merchants and small businesses. Further, Spin has committed to sponsoring and volunteering at events organized by community organizations like Imprint City. In addition to the aforementioned projects, Spin has committed support to BayviewLIVE and Bayview Blooms Garden Crawls as well as a final neighborhood garden project. Spin also plans to collaborate on future events in District 10 such as the Backpack Giveaways, community youth arts programs.

Through our interactions with Spin, we know that Spin is truly dedicated to being a source of support for the local community. Spin understands the importance of listening to the residents of San Francisco as an organization based here in the City, and believes that collaboration is what generates innovation. Imprint City knows that Spin will demonstrate the same spirit working with SFMTA as they have with us.

Sincerely,



Tyra Fennell

Founder and CEO, Imprint City



August 15, 2019

Tom Maguire
Interim Director of Transportation
1 South Van Ness Avenue, 7th Floor
San Francisco, CA 94103

Dear Mr. Maguire;

Mission Hiring Hall is pleased to support to Spin in their Permit Application for the SFMTA Powered Scooter Share Permit Program.

Spin understands the importance of ensuring the community a company thrives in has a commitment to its surrounding community.

Mission Hiring Hall became aware of Nima Rahimi who is the Senior Policy Counsel for Spin when he alerted San Francisco Workforce of the impending lay-off of 240 drivers due to Chariot shutting down. Nima contacted the Mayor's Office and out of this impending lay-off, the Mayor quickly established a pilot training program called CityDrive. The aim of CityDrive was to turn as many Chariot Drivers into SFMTA MUNI Transit Operators as possible. Mission Hiring Hall was honored to be a part of this work.

Chariot provided two months compensation for drivers and two months plus two weeks compensation for drivers entering Class B training during the course of impending lay-offs.

Chariot was committed to employing drivers who in most cases would not qualify for employment with other employers. Chariot was sensitive to re-entry applicants and the need for employment opportunities to be extended. Nima has shown a true passion in ensuring employees are treated with respect, dignity and fairness. In Nima Rahimi, Spin has its own in-house community engagement system.

In short, Spin cares about the core values Mission Hiring Hall cares about. These values are exemplified in a Memorandum of Understanding signed between MHH and Spin. The MOU includes Spin's commitment to provide soft skills training workshops, to hire HQ roles from MHH referrals, and to create a recruiting pipeline for operations personnel through OEWD's First Source program in collaboration with MHH.

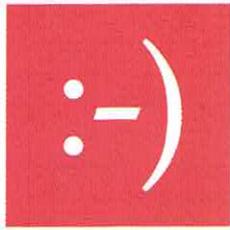
For these reasons, Mission Hiring Hall fully supports Spin and believes Spin will have a sustainable impact on the City of San Francisco.

Sincerely,

A handwritten signature in blue ink, appearing to read "MLB 2".

Michelle Leonard-Bell

MISSION HIRING HALL
1048 Folsom Street
San Francisco, Ca 94103
Phone (415) 865-2105



facesf

August 19, 2019

Tom Maguire
Interim Director of Transportation
1 South Van Ness Avenue, 7th Floor
San Francisco, CA 94103

Dear Mr. Maguire,

FACES SF would like to express support for Spin in their bid to receive a permit through the SFMTA Dockless Scooter Share Program.

Spin has been a partner committed to their values of serving the communities they reside in. Spin provides a sustainable, affordable transportation option to neighborhoods that lack alternatives to single occupancy vehicles (SOVs), many of which are ignored by other tech transportation companies. Spin has a team of individuals that are passionate about and dedicated towards creating a positive social impact in their communities, and does so in ways that go beyond just providing transportation. We believe that the City & County of San Francisco will find Spin to be an effective partner in achieving the mobility and access goals they seek to meet.

Spin reached out to FACES SF earlier this year with the intention of discussing a potential partnership, and establishing a genuine approach to community engagement, particularly in District 10, especially in the Visitacion Valley neighborhood. Spin has committed to providing resources in support of FACES SF's employment operations, including soft skills training workshops. Spin has also committed to offering employment opportunities at Spin to the community members we serve.

In short, Spin cares about the core values FACES SF cares about. These values are exemplified in a Memorandum of Understanding signed between FACES SF and Spin. The MOU includes Spin's commitment to provide soft skills training workshops, to hire HQ roles from FACES SF referrals, and to create a recruiting pipeline for operations personnel through OEWD's First Source program in collaboration with FACES SF.

Sincerely,

Susan Murphy

Workforce Director
Visitacion Valley
Neighborhood Access Point
1099 Sunnydale Avenue
San Francisco, CA 94134
tel (415) 239-8705 x6
fax (415) 239-8700



September 8th, 2019

TO: SFMTA Dockless Scooter Share Program
FROM: Rachel Hyden, Executive Director, San Francisco Transit Riders

RE: SFTR's Endorsement of Spin Scooter Share

San Francisco Transit Riders (SFTR), the city's only grassroots advocate for efficient, affordable and growing public transit, would like to express our support for Spin Scooter Share to become an authorized Scooter Share provider for the San Francisco Municipal Transportation Agency (SFMTA) Dockless Scooter Share Program. Spin has proven itself to be an exceptional partner to cities throughout the U.S. and to community-based organizations like SFTR. Spin has a proven track record of working with CBO's, furthering discussions around the power of transit in cities, and their team of dedicated staff is actively working on providing valuable first-mile, last-mile solutions. We believe Spin would ultimately be a responsible and effective working partner in helping the City & County of San Francisco meet important and ambitious mobility and access goals.

Spin began talking with members of SFTR in early April this year with the goal of creating channels of communication for advancing a better transit and micro-mobility future for San Francisco and our region. As such, Spin has committed to working on Transit Week 2019 alongside us. Transit Week 2019 is a celebration that highlights the importance of excellent, affordable, and growing public transportation to the livability, sustainability, and accessibility of San Francisco. Together SFTR will partner with Spin to host a panel and public conversation, open-to-all, at their San Francisco office to discuss the intersection of public transportation and social equity with leaders from a diverse background of key Bay Area stakeholders.

As a shared mobility operator, we know firsthand that Spin understands the importance of working with and listening to the local community to continue refining innovative and collaborative ways to improve transportation in our city. We are confident that Spin would bring the same enthusiasm and commitment to working with SFMTA.

Sincerely,

A handwritten signature in black ink that reads "Rachel Hyden". The signature is written in a cursive, flowing style.

Rachel Hyden
Executive Director
San Francisco Transit Riders



CONSULTING GROUP

August 16, 2019

Tom Maguire
Interim Director of Transportation
1 South Van Ness Ave.
San Francisco, CA 94103

Dear Mr. Maguire,

GM Consulting Group and Latino Connect would like to express their support for Spin to receive a permit through the SFMTA Dockless Scooter Share Program.

Spin has proven to be a committed partner whose values represent the communities in which they plan to operate. Spin brings a sustainable, equitable transportation option to neighborhoods in transit deserts that are also ignored by other tech transportation companies. Their team consists of individuals that are passionate about and dedicated towards making a positive social impact while providing an alternative to single occupancy vehicles (SOVs). We believe Spin would be a partner that effectively contributes and ultimately achieves the mobility and access goals the City & County of San Francisco seeks to meet.

Spin initiated talks with GM Consulting Group and Latino Connect this year with the intention to establish a genuine approach to community engagement, particularly in Districts 6, 9, and 11. Spin is working with us to connect further with these Districts regarding community feedback on the impact of scooter share and to facilitate opportunities for residents of the neighborhoods, including employment opportunities, arts and cultural opportunities, and promotional opportunities for local merchants and small businesses. Further, Spin has committed to sponsoring and volunteering at events organized by community organizations like Latino Connect. Spin has committed support to Carnaval SF 2020, Sunday Streets events with Livable Cities, and Dia de los Muertos 2019.

Through our interactions with Spin, we know that Spin is truly dedicated to being a source of support for the local community. Spin understands the importance of listening to the residents of San Francisco as an organization based here in the City, and believes that collaboration is what generates innovation. We here at GM Consulting and Latino Connect know that Spin will demonstrate the same spirit working with SFMTA as they have with us.

Sincerely,

DocuSigned by:
A handwritten signature in black ink that reads "Giuliana Martinez". The signature is written in a cursive style.

9F772B8B4D3744B...
Giuliana Martinez

Founding Director, GM Consulting Group
Founder and Chair, Latino Connect

Opportunities For All

Dates of Internship: (ex. July 8, 2019 - August 2, 2019)

Memorandum of Understanding (MOU)

(continued)

SIGNATURES

By signing below, you acknowledge that you have read this Memorandum of Understanding and accept that this agreement is conditional upon approval by all parties. Furthermore, you accept that any participant may be transitioned to unsubsidized employment or other services at any time.

In addition to submitting the requested documentation and completing our mentor worksite training, there may be program specific requirements that you will need to fulfill. Please communicate with JCYC regarding your approval status as a worksite.

Worksite Business Name Skinny Labs Inc DBA Spin	
Authorized Worksite Representative (Please Print) Nima Rahimi	Title Senior Policy Counsel
Authorized Worksite Representative Signature 	Date 7/15/19
JCYC Representative (Please Print)	Title
JCYC Representative Signature	Approval Date 7/22/19

↓
Approval via email/phone.
↓ N.R.
OFA intern started at Spin on 7/29.

Opportunities For All

Dates of Internship: (ex. July 8, 2019 - August 2, 2019)

property of the site or its suppliers or customers. Upon request by the site, JCYC agrees to promptly deliver to the site the original and any copies of such confidential information.

Memorandum of Understanding

(MOU)

(continued)

COMPLIANCE WITH LAWS

This Agreement states the entire contract between the parties in respect to the subject matter of this Agreement and supersedes any previous written or oral representations, statements, negotiations or agreements. Both parties shall exercise their respective rights and perform their respective obligations under this Agreement in compliance with all applicable laws, orders and regulations. The Agreement shall be interpreted in accordance with the laws of the State of California and may be modified only by written amendment signed by authorized representatives of the parties.

APPLICABLE LAW

This Agreement shall be construed, and the legal relations between the parties hereto, shall be determined in accordance with the Laws of the State of California, the United States of America applicable to contracts made and performed in California by California residents.

DISPUTE RESOLUTION

In the event of any disputes between the parties concerning this Agreement, the parties agree to discuss the problem amicably and attempt to resolve the dispute. Disputes which cannot be settled shall be submitted to mediation under terms agreed on by the parties at the time. Should the parties fail to agree on a mediation procedure within (10) business days, or should a mediation session be held and fail to produce agreement, the parties may proceed litigation. Should litigation occur between the parties relating to the provisions of this Agreement, all litigation expenses, collection expenses, witness fees, court costs and attorney's fees shall be paid by the non-prevailing party to the prevailing party.

Opportunities For All

Dates of Internship: (ex. July 8, 2019 - August 2, 2019)

Memorandum of Understanding (MOU) (continued)

PROOF OF INSURANCE

JCYC acknowledges that the student interns placed at the worksites are not covered by the site's workers' compensation insurance and that JCYC is solely responsible for maintaining JCYC's own workers' compensation coverage. JCYC agrees to hold the site harmless for any claims which arise out of work performed on the site's premises. JCYC shall provide the site with evidence of insurance certifying that any student intern acting as agent of JCYC, on the site's premises, is insured for accident or injury. This certificate should show worker's compensation with statutory limits and employer liability limits of \$1,000,000/\$1,000,000/\$1,000,000.

In addition to the above-referenced evidence of Worker's Compensation insurance, JCYC shall maintain and furnish the worksite with evidence of insurance showing that JCYC carries Comprehensive General Liability and Automobile insurance. This evidence should show Commercial General Liability insurance on an occurrence form with coverage for premise/operations, products/completed operations and blanket contractual liability, stipulated as to have unimpaired limits of liability of not less than \$1,000,000 combined single limit per occurrence and \$1,000,000 aggregate. This certificate will also indicate Commercial Automobile Liability covering all owned, hired and non-owned automobiles of JCYC with a combined single limit of not less than \$1,000,000 per accident. The insurance will evidence that site, its directors, officers, volunteers and employees shall be included as additionally insured. This insurance shall be stipulated to be primary to insurance carried by site. All insurance required shall apply with not less than thirty (30) days Notice of Cancellation to site.

HOLD HARMLESS AGREEMENT

JCYC agrees to keep and hold harmless the worksite, its officers, volunteers and employees against any actions arising out of injury to persons or property that may occur, or that may be alleged to have occurred in the course of the performance of this Agreement caused by an act or omission of JCYC its employees, volunteers, subcontractors or agents. JCYC further agrees to defend any and all such actions, suits or claims arising therefrom or incurred in connection therewith; and if any judgment be rendered against the site, its officers, volunteers or employees, JCYC, at its own expense, satisfies and discharges the same.

CONFIDENTIAL INFORMATION AND ACCESS

The site will give JCYC, its employees or agents, access to the worksite's facilities as needed in order for JCYC to perform its obligations under this Agreement, subject to any security procedures that the worksite requires. JCYC agrees to hold the site's confidential information in strict confidence and not to disclose such confidential information to any third parties. "Confidential Information" as used in the Agreement shall mean all information disclosed by the site to JCYC that is not generally know and shall include, without limitation: (a) products, services, content development and distribution concepts of sites or its subsidiaries or affiliates; (b) trade secrets; (c) marketing and business plans; (d) existence of any business discussions, negotiations or agreements between the parties or the site and any third party; and (e) any information regarding the skills and compensation of employees, contractors or other agents of the site or its subsidiaries or affiliates. Confidential Information also includes proprietary or confidential information of any third party who may disclose such information to the worksite or JCYC in the course of the site's businesses. However, JCYC may disclose the worksite's confidential information in response to a valid order by a court of other governmental body, as otherwise required by law. All confidential information furnished to JCYC by the worksite is the sole and exclusive

Opportunities For All

Dates of Internship: (ex. July 8, 2019 - August 2, 2019)

Memorandum of Understanding (MOU) AGREEMENTS

All private sector and nonprofit organizations applying to be a worksite must provide *current* Certificate of General Liability Insurance (minimum \$1,000,000 coverage) naming JCYC as a certificate holder.

All nonprofit organizations applying to be a worksite must provide *proof* of current 501(c)(3)

status. All private sector organizations applying to be a worksite must provide *a copy of the*

business license. All Worksites will:

- provide adult supervision by a **paid** staff member who is at least 18 years old, with a maximum ratio of one (1) adult supervisor to three (3) interns.
- provide a learning work environment for interns, which offers opportunities for development based on these five principles: ***Safety, Relationship Building, Participation, Community Involvement, and Skill Building***;
- provide job orientation and a work plan that correlates with the Job Title information completed in the Position section of the application;
- approve timecards in a timely manner in accordance with all payroll procedures outlined in the Mentor Handbook. All worksites will monitor the number of hours each of their interns work to ensure they are within the allowed amount for that pay period;
- cooperate with program staff by having **ALL WORKSITE SUPERVISORS complete a Mentor Orientation**; provide release time for interns to attend workshops, job interviews, and supportive services as needed; and provide a workplace where interns are not subject to any kind of discrimination or harassment;
- agree to adhere to health and safety codes as regulated by the State Division of Labor Standard Enforcement.

Japanese Community Youth Council (JCYC) will:

- provide payment of wages to all interns certified by JCYC and placed at worksites approved by JCYC;
- be the **Employer of Record** and provide **Worker's Compensation** for interns; provide unemployment insurance when appropriate;
- provide all program materials for interns and worksites including: Intern Handbook, Worksite Supervisor Handbook, and payroll forms.
- provide professional development workshops that will maximize each intern's experience while in the program;
- collect intern timecards and evaluations, provide timely notifications of scheduled workshops and program events, and notify worksites of any program changes.

Opportunities For All

Dates of Internship: (ex. July 8, 2019 - August 2, 2019)

Worksite

Use the application checklist below to make sure all required documents have been submitted:

Document	Attached	JCYC (for office use only)
Completed and Signed MOU	✓	
Completed Application	✓	
Worksite Supervisor Training Confirmation	✓	
Current Certificate of Insurance Liability	✓	
Evidence of Unexpired City or State Business License	✓	

WORKSITE INFORMATION

Business Name			Skinny Labs Inc.		
DBA Name (if different from Business Name)			Spin		
Organization Type (non-profit, private, government etc.)			Private (Scooter company)		
Business Description (Mission/Purpose Statement etc.)			Micro-mobility service - providing dockless scooters to get you where you need to go - whether you're commuting to work, going to class, running errands on the weekends or exploring your city. With Spin, you're free to roam.		
Business Street Address				Zip Code	
450 Mission Street, SE, GA 31				31105	
Phone Number	Fax Number	Website			
(888) 262-5189	←	www.spin.app			
General Liability Insurance Carrier			General Liability Insurance Policy Number		
Underwriters at Lloyds, London (IL)			B0595XN 5875019		
Name of Business as it appears on the Insurance Certificate					
Skinny Labs Inc.; DBA: Spin					

Opportunities For All

Dates of Internship: (ex. July 8, 2019 - August 2, 2019)

Worksite (continued)

If your business is offering more than one position, please use a separate form for each. If you are requesting more than one intern for the same position, only fill out this form once.

POSITION INFORMATION	
Intern Job Title <div style="font-size: 1.2em; color: blue; margin-left: 100px;">Public Policy Intern</div>	Number of Interns Requested for This Position 1
Street Address of Position (if different from Business Street Address) <div style="font-size: 1.2em; color: blue; margin-left: 100px;">450 Mission Street, 100 Floor 4</div>	
Days of the Week Intern is Needed <input checked="" type="checkbox"/> Mon <input checked="" type="checkbox"/> Tu <input checked="" type="checkbox"/> W <input checked="" type="checkbox"/> Th <input checked="" type="checkbox"/> Fr <input type="checkbox"/> Sat <input type="checkbox"/> Sun	Hours Intern is Needed From <u>12:00</u> ^{AM} <input checked="" type="radio"/> ^{PM} to <u>4:00</u> ^{AM} <input checked="" type="radio"/> ^{PM}
Alternate Shift Days (if applicable) <input type="checkbox"/> M <input type="checkbox"/> Tu <input type="checkbox"/> W <input type="checkbox"/> Th <input type="checkbox"/> Fr <input type="checkbox"/> Sat <input type="checkbox"/> Sun	Alternate Hours (if applicable) From ___:___ ^{AM} <input type="radio"/> ^{PM} to ___:___ ^{AM} <input type="radio"/> ^{PM}
Minimum Age for This Position 18	Maximum Age for This Position 25
Please check additional languages that this position can support <input type="checkbox"/> Spanish <input type="checkbox"/> Mandarin Chinese <input type="checkbox"/> Cantonese Chinese <input type="checkbox"/> Other _____	
Job Description Please be as detailed as possible and list responsibilities in bullet form. You may attach another page, if necessary. (You may also attach the Job Description instead.) Try to identify things that interns could put on their resume.	
<ul style="list-style-type: none"> • Management of state/city monitoring of legislation and lobbying efforts. • Developing + implementing public policy initiatives. • Community group engagement • City stakeholder engagement • soft-skills training: resume building, interviewing, communication 	
WORKSITE SUPERVISOR INFORMATION	
Worksite Supervisors provide direct supervision to the intern	
Primary Supervisor Name* <div style="font-size: 1.2em; color: blue; margin-left: 100px;">Nima Rahimi</div>	Title <div style="font-size: 1.2em; color: blue; margin-left: 100px;">Senior Policy Counsel</div>
Primary Supervisor Phone <div style="font-size: 1.2em; color: blue; margin-left: 100px;">415-515-3036</div>	Supervisor Email <div style="font-size: 1.2em; color: blue; margin-left: 100px;">Nima.Rahimi@spin.pm</div>
Alternate Supervisor Name*	Title



Memorandum of Understanding

This Memorandum of Understanding (MOU) is made by and between Skinny Labs Inc. (dba Spin) with its principal place of business at 450 Mission St. #400, San Francisco, CA 94105 and Mission Hiring Hall (MHH), a nonprofit organization with two locations, one each in the Mission and South of Market (SoMa) districts of San Francisco, that is dedicated to providing a variety of different services and resources for moderate and low income as well as homeless individuals seeking professional development and employment opportunities. Should Spin and MHH mutually acknowledge this document, the commitments agreed to through this MOU shall go into effect immediately.

1. Background

Spin is a San Francisco based micromobility company. The mission at Spin has always been - simply - to do the right thing, particularly by serving the local community and making a positive social impact. Spin is especially passionate about and emphasizes forming partnerships with local organizations that have a similar mission. Spin is dedicated to forging partnerships with these like-minded organizations to make a lasting impact within our communities, and collaborate to further achieve our shared goals.

As such, Spin finds that forming a partnership with Mission Hiring Hall is a course of action that reflects the company's mission and values of giving back to the community in which we are based. MHH has proven to be an ideal partner, as it is truly passionate about providing services for the individuals in our community that seek resources for their career, and does so in part by incorporating a strategy not unlike Spin's - by connecting and working with other businesses and organizations to ensure the people they serve have their needs thoroughly met. This shared mission between Spin and MHH is the inspiration for forming this partnership: to continue serving the people of San Francisco, especially individuals facing barriers to entry to the workforce.

Spin aims to have this relationship benefit the communities being served by MHH. MHH directs its resources towards helping residents looking to overcome barriers to

Nima Rahimi
Senior Policy Counsel

450 Mission Street
Suite 400
San Francisco, CA 94105

+1 415 515 3036
nima.rahimi@spin.pm
spin.app



entry for finding long term employment, and Spin would like to contribute to this cause by committing to providing MHH with a number of resources.

2. Scope

As an organization that serves as a local hiring pipeline, Spin seeks to provide employment resources for those being served by MHH. Through this MOU, Spin shall commit to providing the following towards MHH's services for job seeking individuals:

- Soft skills training workshops (e.g. resume building, interviewing skills, etc.)
- "First Source"¹ employment opportunities at Spin for current job openings at Spin's SF headquarters, regardless of whether Spin is granted a permit to operate shared scooter services in SF.
- Future "First Source" employment opportunities at Spin for long term operations roles in San Francisco, assuming SFMTA grants Spin a permit through the SFMTA Powered Scooter Share Program.

3. Duration

The duration period for the effectiveness of this MOU is indefinite. Modifications or expansions to the MOU are allowed with mutual written agreement by the Parties. The parties can terminate this arrangement by mutual agreement or reasonable notice.

Skinny Labs Inc. dba Spin

By Nima Rahimi
Signature 
Title Senior Policy Counsel
Date 8/12/20

Mission Hiring Hall

By Michelle Leonard-Bell
Signature 
Title General Manager
Date Aug. 12, 2019

¹ Spin has voluntarily joined San Francisco's First Source Program through the Mayor's Office of Economic and Workforce Development.



CONTRACT FOR CONSULTING SERVICES

This "AGREEMENT" is entered into this August 14, 2019 by and between TYRA FENNELL CONSULTING and SKINNY LABS INC dba SPIN.

SERVICES:

Spin engages the services of TYRA FENNELL CONSULTING as an independent contractor to perform community engagement consulting in San Francisco, California focused on, but not limited to, District 10's Bayview and Hunter's Point neighborhoods and inclusive of Spin's partnership with Imprint City.

TYRA FENNELL CONSULTING agrees to perform the following services in collaboration with Spin's policy and community partnership teams:

1. **Community engagement strategic plan:**
 - a. **Community Working Groups:** Facilitate monthly working group meetings with community stakeholders for feedback on:
 - i. how scooter share impacts non-users, and their larger communities and neighborhoods;
 - ii. to determine best equitable outreach practices to center voices of those from low-income communities, communities of color, and other historically marginalized groups;
 - iii. feedback from community members with a range of disabilities to assist in the development of Adaptive Scooter devices and their deployment;
 - iv. feedback on how to effectively consider language needs, offer opportunities to meaningfully incorporate cultural heritage, and address how programs reflect community sensibilities and the unique cultural landscapes of these areas.
 - b. **Focus groups:**
 - i. Develop matrix of quantifiable expected outcomes for quarterly focus group sessions.
 - ii. Create prioritized list of participant characteristics.
 - iii. Confer on date, location, and format for each session.
 - iv. Develop a variety of incentives for attendance and appropriate "thank you" resources for participation.
 - v. Handling of planning and day-of logistics for each session.
 - vi. Create collateral materials such as flyers for marketing events.
 - vii. Develop one or more comprehensive email and mailing lists for outreach, including locations and newsletters for posting flyers.
 - viii. Prepare summary reports.
 - c. **Community engagement survey(s):**
 - i. Identify outcomes, measures, and deliverables.



- ii. Conduct meetings with a working group of community stakeholders and Spin personnel for purposes of developing engagement survey(s).
 - iii. Create outreach target audience(s).
 - iv. Develop multiple methods of distribution: local meetings, community centers, weekend events, online media.
 - v. Develop methods for data analysis designed for accurate results.
- 2. Local hiring strategic plan.**
- a. Facilitate employment of San Francisco and other Bay Area residents for all levels within Spin, with special attention to generate employment opportunities for formerly incarcerated people and immigrant communities, along with internship opportunities for youth and other people entering the workforce.
 - b. Work and collaborate with existing Spin partnerships with Mission Hiring Hall, FacesSF, OEWD's First Source program, and the Mayor's Opportunities for All program.
- 3. Culture and arts opportunities.**
- a. Facilitate opportunities to showcase and celebrate neighborhood and community heritage through Spin devices, infrastructure, Spin's podcast, and events supported by Spin in San Francisco neighborhoods and its San Francisco office.
- 4. Local small businesses.**
- a. Facilitate promotional opportunities that celebrate long-time small business merchants to generate foot-traffic and commercial activity related to active living, transportation, health and recreation.
- 5. Scooter safety courses.**
- a. Facilitate quarterly, multi-lingual scooter safety courses in local neighborhoods.
- 6. Spin Access and discounted memberships.**
- a. Facilitate neighborhood events where Spin can sign residents up for Spin's low-income program.
 - b. Identify and connect Spin to service and/or non-profit organizations for discounted memberships.
- 7. Consulting and advice.**
- a. Ensuring the programs outlined above, in addition to Spin's marketing outreach and Spin's operations are culturally sensitive, consider neighborhood language needs, offer opportunities to meaningfully incorporate cultural heritage, and address how programs reflect community sensibilities and the unique cultural landscapes of the neighborhood.
- 8. Community events.**
- a. Facilitate Spin's engagement, volunteer support, and sponsorship of District 10 events including but not limited to Jazz Festival, Bayview Blooms, BayviewLIVE, and Backpack Giveaways.

ESTABLISHED PROCESSES TO ACHIEVE OUTCOMES

TYRA FENNELL CONSULTING will:

- 1. Create work plans and schedules for meetings, events, and other activities.

2. Provide updated monthly reports from meetings and events that includes summary of activities planned, completed, outcomes achieved, and next steps for Spin.

FEES AND TERMS OF THIS AGREEMENT:

TYRA FENNELLS CONSULTING shall be paid an hourly fee of \$100 per hour for the above services from August 1, 2019 through July 31, 2020. TYRA FENNELLS CONSULTING will invoice Spin monthly with each invoice payable two weeks following date of invoice for the month during which the services are performed. Upon the mutual agreement of both parties, the compensation paid to TYRA FENNELLS CONSULTING may be adjusted based on amount of work required. Any adjustment in compensation must be contained in a written agreement signed by both parties. Expenses shall be incurred only with prior authorization of Spin and reimbursed as an additional cost to this agreement. Either party may terminate the Agreement upon a 30-day written notice.

CONFIDENTIALITY

During the term of this Agreement or at any time thereafter, TYRA FENNELLS CONSULTING shall not divulge, furnish, or make accessible to anyone, or use in any way other than for the benefit of Spin, any confidential information acquired from Spin. "Confidential information" includes any information or compilation of information that is proprietary to Spin or derives independent economic value from not being generally known or readily ascertainable by proper means of business, including, but not limited to, strategies, marketing plans, or product research and development. TYRA FENNELLS CONSULTING agrees to use reasonable and prudent care to safeguard and protect and prevent the unauthorized use and disclosure of confidential information.

CONFLICTS OF INTEREST

This agreement is for the non-exclusive use of TYRA FENNELLS CONSULTING. Nothing contained herein shall prevent TYRA FENNELLS CONSULTING from contracting to provide services to other clients when such service are not in conflict with the work done for Spin. In the event of a conflict, Spin shall be promptly notified and the parties shall determine whether representation of one or the other client must be withdrawn. TYRA FENNELLS CONSULTING shall make every effort to assure continued satisfactory representation of Spin

Skinny Labs Inc. dba Spin

By Nima Rahimi
Signature [Signature]
Title Senior Policy Counsel
Date 8/16/19

TYRA FENNELLS CONSULTING

By A. Tyra Fennell
Signature [Signature]
Title executive director
Date 8/16/19



CONTRACT FOR CONSULTING SERVICES

This “AGREEMENT” is entered into this August 14, 2019 by and between GM CONSULTING GROUP and SKINNY LABS INC dba SPIN.

SERVICES:

Spin engages the services of GM CONSULTING GROUP as an independent contractor to perform community engagement consulting in San Francisco, California focused on, but not limited to, Districts 6, 9, and 11 neighborhoods and inclusive of collaboration with Latino Connect.

GM CONSULTING GROUP agrees to perform the following services in collaboration with Spin’s policy and community partnership teams:

1. Community engagement strategic plan:

a. Community Working Groups: Facilitate monthly working group meetings with community stakeholders for feedback on:

- i. how scooter share impacts non-users, and their larger communities and neighborhoods;
- ii. to determine best equitable outreach practices to center voices of those from low-income communities, communities of color, and other historically marginalized groups;
- iii. feedback from community members with a range of disabilities to assist in the development of Adaptive Scooter devices and their deployment;
- iv. feedback on how to effectively consider language needs, offer opportunities to meaningfully incorporate cultural heritage, and address how programs reflect community sensibilities and the unique cultural landscapes of these areas.

b. Focus Groups:

- i. Develop matrix of quantifiable expected outcomes for quarterly focus group sessions.
- ii. Create prioritized list of participant characteristics.
- iii. Confer on date, location, and format for each session.
- iv. Develop a variety of incentives for attendance and appropriate “thank you” resources for participation.
- v. Handling of planning and day-of logistics for each session.
- vi. Create collateral materials such as flyers for marketing events.
- vii. Develop one or more comprehensive email and mailing lists for outreach, including locations and newsletters for posting flyers.
- viii. Prepare summary reports.

c. Community engagement survey(s):

- i. Identify outcomes, measures, and deliverables.

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Senior Policy Counsel

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- ii. Conduct meetings with a working group of community stakeholders and Spin personnel for purposes of developing engagement survey(s).
 - iii. Create outreach target audience(s).
 - iv. Develop multiple methods of distribution: local meetings, community centers, weekend events, online media.
 - v. Develop methods for data analysis designed for accurate results.
- 2. Local hiring strategic plan.**
- a. Facilitate employment of San Francisco and other Bay Area residents for all levels within Spin, with special attention to generate employment opportunities for formerly incarcerated people and immigrant communities, along with internship opportunities for youth and other people entering the workforce.
 - b. Work and collaborate with existing Spin partnerships with Mission Hiring Hall, FacesSF, OEWD's First Source program, and the Mayor's Opportunities for All program.
- 3. Culture and arts opportunities.**
- a. Facilitate opportunities to showcase and celebrate neighborhood and community heritage through Spin devices, infrastructure, Spin's podcast, and events supported by Spin in San Francisco neighborhoods and its San Francisco office.
- 4. Local small businesses.**
- a. Facilitate promotional opportunities that celebrate long-time small business merchants to generate foot-traffic and commercial activity related to active living, transportation, health and recreation.
- 5. Scooter safety courses.**
- a. Facilitate quarterly, multi-lingual scooter safety courses in local neighborhoods.
- 6. Spin Access and discounted memberships.**
- a. Facilitate neighborhood events where Spin can sign residents up for Spin's low-income program.
 - b. Identify and connect Spin to service and/or non-profit organizations for discounted memberships.
- 7. Consulting and advice.**
- a. Ensuring the programs outlined above, in addition to Spin's marketing outreach and Spin's operations are culturally sensitive, consider neighborhood language needs, offer opportunities to meaningfully incorporate cultural heritage, and address how programs reflect community sensibilities and the unique cultural landscapes of the neighborhood.
- 8. Community events.**
- a. Facilitate Spin's engagement, volunteer support, and sponsorship of Districts 6, 9, and 11 events including but not limited to Dia de los Muertos, Carnaval SF, and Sunday Streets. Spin is committed to sponsoring Carnaval SF 2020 at \$5,000.

ESTABLISHED PROCESSES TO ACHIEVE OUTCOMES

GM CONSULTING GROUP will:

- 1. Create work plans and schedules for meetings, events, and other activities.

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- 2. Provide updated monthly reports from meetings and events that includes summary of activities planned, completed, outcomes achieved, and next steps for Spin.

FEES AND TERMS OF THIS AGREEMENT:

GM CONSULTING GROUP shall be paid an hourly fee of \$100 per hour for the above services from August 1, 2019 through July 31, 2020. GM CONSULTING GROUP will invoice Spin monthly with each invoice payable two weeks following date of invoice for the month during which the services are performed. Upon the mutual agreement of both parties, the compensation paid to GM CONSULTING GROUP may be adjusted based on amount of work required. Any adjustment in compensation must be contained in a written agreement signed by both parties. Expenses shall be incurred only with prior authorization of Spin and reimbursed as an additional cost to this agreement. Either party may terminate the Agreement upon a 30-day written notice.

CONFIDENTIALITY

During the term of this Agreement or at any time thereafter, GM CONSULTING GROUP shall not divulge, furnish, or make accessible to anyone, or use in any way other than for the benefit of Spin, any confidential information acquired from Spin. "Confidential information" includes any information or compilation of information that is proprietary to Spin or derives independent economic value from not being generally known or readily ascertainable by proper means of business, including, but not limited to, strategies, marketing plans, or product research and development. GM CONSULTING GROUP agrees to use reasonable and prudent care to safeguard and protect and prevent the unauthorized use and disclosure of confidential information.

CONFLICTS OF INTEREST

This agreement is for the non-exclusive use of GM CONSULTING GROUP. Nothing contained herein shall prevent GM CONSULTING GROUP from contracting to provide services to other clients when such service are not in conflict with the work done for Spin. In the event of a conflict, Spin shall be promptly notified and the parties shall determine whether representation of one or the other client must be withdrawn. GM CONSULTING GROUP shall make every effort to assure continued satisfactory representation of Spin

Skinny Labs Inc. dba Spin

By Nima Rahimi
 Signature [Signature]
 Title Senior Policy Counsel
 Date 8/16/19

GM CONSULTING GROUP

By Giuliana Martinez
 Signature [Signature]
 Title GM Consulting Group Founder
 Date 8/16/2019

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Senior Policy Counsel

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Memorandum of Understanding

This Memorandum of Understanding (MOU) is made by and between Skinny Labs Inc. (dba Spin) with its principal place of business at 450 Mission St. #400, San Francisco, CA 94105 and FACES SF, a nonprofit organization located at 1101 Masonic Avenue, San Francisco, CA 94117. Should Spin and FACES SF mutually acknowledge this document, the commitments agreed to through this MOU shall go into effect immediately.

1. Background

Spin is a San Francisco based micromobility company. The mission at Spin has always been - simply - to do the right thing, particularly by serving the local community and making a positive social impact. Spin is especially passionate about and emphasizes forming partnerships with local organizations that have a similar mission. Spin is dedicated to forging partnerships with these like-minded organizations to make a lasting impact within our communities, and collaborate to further achieve our shared goals.

FACES SF offers a community-based workforce program in San Francisco through a combination of various supportive services, including education, barrier removal, referral, and job readiness and placement. This program is located in "The Village," a community facility located in Visitacion Valley. FACES SF's objective is to enable all San Francisco residents to reach economic stability and an improved quality of life. Spin believes that forming a partnership with FACES SF aligns with our shared goal of enabling San Francisco residents reach economic stability and high quality of life.

Spin aims to have this relationship benefit the communities being served by FACES SF through a number of resources described below.

2. Scope

Through this MOU, Spin shall commit to providing the following towards FACES SF's community-based workforce program:

- Soft skills training workshops (e.g. resume building, interviewing skills, communications best practices, etc.)
- "First Source"¹ employment opportunities at Spin for current job openings at Spin's SF headquarters, regardless of whether Spin is granted a permit to operate shared scooter services in SF.

¹ Spin has voluntarily joined San Francisco's First Source Program through the Mayor's Office of Economic and Workforce Development.



- Future "First Source" employment opportunities at Spin for long term operations roles in San Francisco, assuming SFMTA grants Spin a permit through the SFMTA Powered Scooter Share Program.

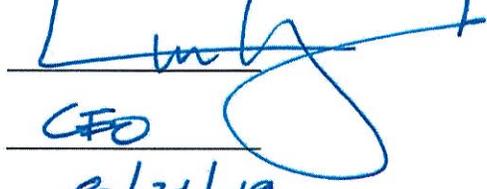
3. Duration

The duration period for the effectiveness of this MOU is indefinite. Modifications or expansions to the MOU are allowed with mutual written agreement by the Parties. The parties can terminate this arrangement by mutual agreement or reasonable notice.

Skinny Labs Inc. dba Spin

By Nima Rahimi
Signature 
Title Senior Policy Counsel
Date 8/21/19

FACES SF

By LAWRENCE W. LUBY
Signature 
Title CFO
Date 8/21/19



Derrick Ko
CEO

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