

## Collective Bargaining Agreement

The Writers Guild of America, East, Inc., AFL-CIO (hereinafter “WGAE” or “Union”) and TheDodo.com, Inc. (hereinafter “Company” or “Dodo”), agree as follows:

### 1. Recognition and Scope

- a. The Company recognizes the Union as the exclusive collective bargaining representative within the meaning of Section 9(a) of the National Labor Relations Act of a unit of employees in the job titles set forth on Addendum A and others who perform substantially-similar duties.
- b. Excluded from the unit are all other employees, managers, interns, outside bloggers or other outside contributors, independent contractors, all employees whose primary duties involve the creation of branded content or native advertising, managerial employees, clerical employees, confidential employees, professional employees, guards and supervisors as defined in the National Labor Relations Act.

### 2. Union Security

- a. Except where prohibited by law, the Company agrees that it will not continue any bargaining unit employee in its employ under this collective bargaining agreement (“Agreement”) unless he/she is a member in good standing of the Union, has made application for membership in the Union or for “agency fee” status within thirty (30) days following the beginning of his/her employment, or the Effective Date of this Agreement, whichever is later.
- b. Except where prohibited by law, the failure of any bargaining unit employee covered hereunder to be or become a member in good standing of the Guild as required by Section 2(a) above by reason of a refusal to tender the initiation fees or periodic dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues so uniformly required shall obligate the Company, upon written request by the Union and evidence of such failure, to issue a written notification to such person. If such person, after a period of thirty (30) days from the issuance of the written notice, continues to refuse to tender initiation fees/dues, the Company shall issue a formal warning indicating that the bargaining unit employee will be subject to discharge unless such dues and/or initiation fees are tendered within thirty (30) days after such warning is received by the bargaining unit employee. Failure to comply with the formal warning within thirty (30) days will result in discharge.
- c. Nothing in this Section 2 shall be construed to require the Company to cease employing any bargaining unit employee if the Company has reasonable ground for believing that:

- i. membership in the Union was not available to such bargaining unit employee on the same terms and conditions generally applicable to other members; or
- ii. such bargaining unit employee's membership in good standing in the Union was denied or terminated for reasons other than failure of the bargaining unit employee to tender periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in good standing.

3. **Dues Checkoff**

The Company agrees that upon thirty (30) days' notice thereafter from the Guild, it shall deduct initiation fees and membership dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues as designated by the Guild upon receipt from each bargaining unit employee who individually and in writing signs a voluntary check-off authorization card in the form and in the manner provided below and provided that all other circumstances comply with all applicable provisions of the federal law.

WRITERS GUILD OF AMERICA

"I, the undersigned, hereby authorize and direct Dodo, to checkoff from my wages every week union membership dues and assessments uniformly required as well as initiation fees, if owing, as promulgated by the Union according to the procedure set forth in the constitution of the WGA and pay same to the Writers Guild of America, East, Inc., 250 Hudson Street, New York, New York 10013.

This authorization and assignment shall be irrevocable for the term of the applicable collective bargaining contract between the Guild and the Company, or for a period of one year from the date appearing hereon, whichever is sooner, and shall automatically renew itself for successive yearly periods or applicable contract year period unless and until I give written notice to terminate to the Company and the Guild at least twenty (20) days prior to the expiration date of the present contract or the one-year period from date of signature. If no such notice is given, my authorization shall be irrevocable for successive periods of one year thereafter with the same privilege of revocation at the end of each such period."

WITNESS: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

4. **Diversity**

- a. The Company is committed to employing a diverse and inclusive workforce. The Company will make commercially-reasonable efforts to engage diverse applicants whenever reasonably practicable.
- b. The parties shall create a diversity committee within thirty (30) days of the ratification of this Agreement (the "Diversity Committee"), which shall consist of three (3) representatives appointed by the Union and three (3) Company

representatives. The parties may agree to add an equal number of additional Union and Company representatives to the Diversity Committee.

- c. The Diversity Committee shall meet bi-monthly and convene its first meeting within ninety (90) days of the ratification of this Agreement.
- d. The Diversity Committee shall promulgate a mission statement setting forth its goals.
- e. The Company and Union representatives of the Diversity Committee shall jointly identify specific initiatives to be funded and agree upon reasonable funding for the Diversity Committee, requests for which shall be reviewed by the Company consistent with its procedures for Company employee resource groups.
- f. The Company shall discuss with the Diversity Committee and offer bargaining unit employees appropriate opportunities for trainings and initiatives (e.g., unconscious bias training) that support the agreed-upon mission statement and goals of the Diversity Committee.
- g. For any vacant bargaining unit position not being created for a specific candidate or for purposes of promoting an existing bargaining unit employee, the Company will, to the extent there are applicants who self-identify or who are referred by sources from organizations with missions of improving diversity in journalism, make commercially-reasonable efforts to interview at least one (1) candidate from groups underrepresented, as have been identified by the Diversity Committee, prior to making a hiring decision.
- g. The Company shall provide bi-monthly diversity reports on bargaining unit employees to the Diversity Committee based on the Company's Human Resources records, with available relevant demographic statistics, a list of publicly-posted Dodo positions, a list of places where current open Dodo positions are publicly posted, circulated, or otherwise disseminated (e.g., websites, list-servs, social media groups, etc.), and other information requested by Union representatives that is relevant to the Diversity Committee's mission statement and goals as may be available and as deemed appropriate (and not to be unreasonably withheld) by the Company. Additionally, the Company shall provide periodic updates to the Diversity Committee on the Company's diversity efforts.

##### 5. **Workplace Transparency**

The Company shall provide the Union with an organizational chart and an accompanying document indicating a workflow chain of command, as of the date the document is provided. If the Company revises such document, it shall be promptly provided to the Union.

6. **Professional Development**

The Dodo Grant Program, which provides for quarterly grants for Company employees (including bargaining unit employees) to attend suitable training and educational programs, shall continue during the term of this Agreement. Similar programs may also be offered by the Company from time to time, and may replace the Dodo Grant Program, provided that such similar programs offer substantially similar opportunities for bargaining unit employees. Additionally, bargaining unit employees may request to attend relevant classes or conferences outside of their assigned work duties to further their professional development. The Company shall evaluate and approve all requests under this Section 6 on a case-by-case basis, within its sole discretion, and if approved, the Company shall pay reasonable employee expenses for such class or conference (including travel expenses) subject to the Company's travel and expense policy.

7. **Probationary Period**

All new employees in the bargaining unit shall have a six (6) month probationary period. During this time, the bargaining unit employee may be disciplined or discharged for any reason and the Union shall not be entitled to file or pursue the matter through the grievance and arbitration procedure provided in this Agreement.

8. **Productivity Goals**

The Company shall ensure that all bargaining unit employees shall have manageable workloads. To the extent that bargaining unit employees have productivity goals (including pitches) established by the Company, such goals shall be subject to the following terms:

- a. The Company shall adjust each bargaining unit employee's productivity goals on a pro rata basis for approved absences from work (e.g., for sick leave, Company holidays, vacation days, etc.), rounded down to the nearest whole integer in instances where the productivity goal is five or more and rounded up to the nearest whole integer in instances where the productivity goal is four or less. For purposes of clarity, as an example, if a bargaining unit employee has 15 pieces of content due in one calendar month and has been approved to be out of work for half of that calendar month, the Company shall adjust their content goal to seven pieces of content due for that calendar month.
- b. In the event that a third-party platform on which the Company publishes or distributes content makes a change that in the Company's good faith opinion, necessitates a change to existing daily, weekly, or monthly productivity goals for bargaining unit employees, the Company shall notify the affected bargaining unit employees with as much advance notice as possible. Bargaining unit employees shall be given a reasonable amount of time based on business needs to acclimate to any such changes to productivity goals.

- c. Any deficit in monthly productivity goals will not carry over to the subsequent month. Bargaining unit employees shall act in good faith to meet productivity goals. Bargaining unit employees should discuss any circumstances that will affect productivity with their direct manager and provide at least one week's notice of any anticipated missed productivity goals when circumstances permit.
- d. Newly hired bargaining unit employees shall have a 60-day acclimation period during which they will have a gradual escalation of productivity goals.
- e. The Company shall not disseminate individual bargaining unit employees' output data to other bargaining unit employees.
- f. Bargaining unit employees may be asked to respond to reasonable requests to handle time-sensitive matters outside of their regularly-scheduled work hours or shifts as necessitated by their job duties. If the frequency of such requests becomes unduly burdensome, bargaining unit employees should notify their managers who will then make good faith efforts to address their concerns. For purposes of clarity, any work performed outside of a bargaining unit employee's regularly-scheduled work hours or shifts, including work to meet productivity goals, is subject to the provisions of Section 17, Workload and Compensatory Time, which requires prior approval from their manager.

#### **9. Performance Reviews**

- a. The Company shall conduct annual performance reviews (i.e., at least once in a 12-month period) in which each bargaining unit employee shall receive a written assessment of their performance from their direct manager or managers. The annual performance review process shall include a compensation assessment and a discussion of anticipated performance goals and expectations for the following year. Bargaining unit employees may submit written responses to their direct manager within two (2) weeks of receiving their written assessment, and shall have the opportunity to meet with their manager within thirty (30) days of the performance review to discuss those responses.
- b. The Company may use the same employee review system for bargaining unit employees as it uses for non-executive employees at Group Nine Media under the same terms and conditions, as may be modified from time to time. Such performance review system may include, but not be limited to, self-assessments, peer assessments, upward assessments, more frequent performance check-ins, etc. The Company shall provide the Union thirty (30) days' notice before implementing a new employee review system.
- c. Additionally, bargaining unit employees may at any time request to speak with their supervisor to discuss promotion and growth opportunities, compensation and performance. Supervisors shall respond in good faith to such requests.

- d. The Company's standards for promoting a bargaining unit employee into an open position shall not exceed the standards for promoting a non-bargaining unit employee, or the standards for hiring an outside candidate. Promotion and hiring decisions are at the sole discretion of the Company.
- e. Nothing in this Section 9 precludes the Company from modifying annual performance goals and expectations during the course of the year. Any such modification shall be provided to the bargaining unit employee in writing with as much advance notice as reasonably practicable but no less than seven (7) calendar days.

#### **10. Discipline and Discharge**

- a. The Company shall have the right to discipline, demote, suspend, or discharge bargaining unit employees for just cause, which shall include, but is not limited to, misconduct, poor performance, failure to comply with the Company's policies and procedures, theft, violence, etc.
- b. The Company shall have the unilateral right to discharge or otherwise discipline any bargaining unit employee from his or her position if, in the Company's sole judgment, the bargaining unit employee does not meet the Company's standards for editorial content, editorial quality, and/or professional journalistic ethics, provided the bargaining unit employee has received prior written notice of the issue and has been given at least four (4) weeks to improve. Such decision shall not be reviewable through the grievance and arbitration procedure, other than to establish that the decision was made for one of these editorial-based reasons. If that is the case, the arbitrator may under no circumstances substitute his/her judgment for the editorial judgment of the Company and must uphold the discharge or other disciplinary action. In the event the Company intends to utilize this provision, it shall notify the Union and the bargaining unit employee that the discharge is under this Section 10(b) and not under any other provision of this Agreement. If a discharge is so designated, the bargaining unit employee shall be entitled to severance payments in accordance with Section 11 of this Agreement.

#### **11. Severance Pay**

- a. A bargaining unit employee who is terminated with less than six (6) months of employment or who is terminated for gross misconduct is not entitled to severance pay.
- b. A bargaining unit employee who is terminated after six (6) months but less than one (1) year of employment shall, upon execution of a standard Company separation and release agreement, receive at least two (2) weeks of severance pay.

- c. A bargaining unit employee with at least one (1) year of employment but less than two (2) years of employment shall, upon execution of a standard Company separation and release agreement, receive five (5) weeks of severance pay.
- d. A bargaining unit employee with at least two (2) years of employment but less than three (3) years of employment shall, upon execution of a standard Company separation and release agreement, receive six (6) weeks of severance pay.
- e. A bargaining unit employee with three (3) or more years of employment shall, upon execution of a standard Company separation and release agreement, receive two (2) weeks of severance pay per full year of service, with a minimum payment of eight (8) weeks of severance pay.
- f. The Company shall pay for the cost of one (1) month of COBRA coverage, provided the bargaining unit employee enrolls in COBRA, including bargaining unit employees with less than six (6) months of service shall receive one (1) month of COBRA coverage upon execution of a standard Company separation and release agreement.
- g. An additional minimum premium of twenty-five percent (25%) of the payment provided under this Section 11 in the event of a layoff triggered by Section 13(c) of this Agreement.

## **12. Individual Employment Agreement**

Notwithstanding anything to the contrary, the following modifications shall be deemed to be made to the individual employment agreements, current or future, of bargaining unit employees:

- a. All at-will employment provisions shall be deleted in their entirety.
- b. All non-compete obligations shall be deleted in their entirety.
- c. Each individual employment agreement shall be amended to include the following provision: "Nothing in this agreement prohibits bargaining unit employees from discussing terms and conditions of employment and/or engaging in concerted activity protected by law."

## **13. Management Rights**

- a. Management of the Company, the Dodo properties, websites, and all related projects and ventures (including, but not limited to, projects and ventures related to advertising, social media, and live events) is vested exclusively with the Company. Except as otherwise provided in this Agreement, the Union agrees that the Company has the right to establish, plan, direct and control the Company's missions, projects, objectives, activities, resources, and priorities; to establish and

administer procedures, rules and regulations, and direct and control the Company's operations; to alter, extend or discontinue existing equipment, operations, technologies, facilities, and location of operations and programs; to determine and modify the number and qualifications for staff, scheduling, responsibilities and assignment of bargaining unit employees; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, to determine the content of evaluations, and to determine the processes and criteria by which the performance of bargaining unit employees is evaluated; to establish and require bargaining unit employees to observe Company policies, rules and regulations; to establish or modify its hours of operation; to assign work locations; to schedule hours of work; to recruit, hire, transfer, or layoff; and to exercise sole authority on all decisions involving editorial content.

- b. The Company shall have the right to require new bargaining unit employees to submit to background checks, as permitted under applicable law.
- c. The Company shall have the right, in its sole discretion, to subcontract bargaining unit work and use independent contractors, including but not limited to, freelancers, outside bloggers and other outside contributors. Additionally, the Company shall have the right, in its sole discretion, to assign bargaining unit work to non-unit employees, including but not limited to, supervisors, employees working on branded content teams, and interns, provided that the Company shall not implement a layoff of bargaining unit employees as a direct result of subcontracting or assigning work to non-unit employees or third parties unless it is a strategic realignment. For purposes of this Section 13(c), a "strategic realignment" shall mean the elimination of a coverage area of a department or project or a significant reduction of Dodo's labor costs. In the case of a strategic realignment, the Company shall provide three (3) weeks' notice of layoff to the Union; additional severance pursuant to Section 11(g); and discuss the effects of the layoff.
- d. The Company may make and/or continue and from time to time add to or change such reasonable rules and regulations as it may deem necessary and proper for the conduct and management of its business, provided the same are not inconsistent with any of the provisions of this Agreement.
- e. Except as specifically abridged, delegated, granted or modified by this Agreement, all of the rights, powers and authority of the Company existing prior to the signing of this Agreement are retained by the Company and remain exclusively and without limitation within the rights of management.

#### **14. Intellectual Property and Related Issues**

- a. The Company shall create a management committee within thirty (30) days of the ratification of this Agreement (the "Dodo Management Committee") to review, and approve or deny requests submitted by individuals in the bargaining unit to (i) self-publish or solicit offers to publish with another media company or platform any



written work product created while employed with the Company, or (ii) to otherwise engage in outside work activities, including freelancing in the art and video areas, that are reasonably construed to be related to the Company's business; use proprietary Company information, strategies, materials, or practices (together, "Related Outside Work Activities"). The Dodo Management Committee shall consist of representatives from the Dodo management staff, the Company Legal Team, the Company Human Resources Team, and the Company Senior Management Team, as appointed by the Company. The approval of any requests pursuant to this Section 14(a) is in the sole discretion of the Company and shall not be withheld in an arbitrary or capricious manner (which shall be reviewable in accordance with the terms of the grievance and arbitration provisions set out herein). A bargaining unit employee shall direct any requests as described above to her or his Manager, who shall then submit the requests to the Dodo Management Committee. The Dodo Management Committee shall respond to all incoming requests within seven (7) business days of receiving such request. The Dodo Management Committee may delegate authority to approve such requests to the Manager of the bargaining unit employee who made the request.

- b. Work product produced by bargaining unit employees for the Company pursuant to the Company's Protective Covenants Agreement and any other applicable intellectual property policies for which bargaining unit employees have been put on notice, is owned by the Company ("Company Works"). Bargaining unit employees shall retain the rights to their personal intellectual property not included within the definition of Company Works ("Employee Works"). The definition of "Employee Works" shall not be altered without the consent of the Union.
- c. Upon request, bargaining unit employees that separate from employment may obtain access to their finished product/final Work Product as reasonably-requested solely for purposes of obtaining future work or other self-promotion purposes, provided that the bargaining unit employee may only publish or distribute the Work Product on non-monetized personal web sites controlled or maintained by the bargaining unit employee and non-monetized private social media channels, and the bargaining unit employee may not modify or alter the Work Product in any manner. Such Work Product shall be provided by the Company within thirty (30) calendar days of the request to the extent the Company is technologically able to provide the Work Product. The Company may reasonably request, based on business needs, that the bargaining unit employee cease publishing or publicly distributing the Work Product or remove the Work Product from a certain location, and the bargaining unit employee shall comply with such request within three (3) business days of receiving such request and provide written notification to the Company of such compliance.
- d. Bargaining unit employees may engage in outside work activities that are reasonably construed to be wholly unrelated to the Company's business ("Unrelated Outside Work Activities"). Examples of such Unrelated Outside Work Activities would include publishing fiction, humor, poetry, personal essays, or

other autobiographical work that does not draw from Work Product that the bargaining unit employee has created for the Company, performing volunteer work for a non-profit organization, or working on political campaigns. Bargaining unit employees shall not be required to obtain Company approval to engage in Unrelated Outside Work Activities. However, it is expressly understood that bargaining unit employees shall act in good faith in assessing whether work is an Unrelated Outside Work Activity, and, to the extent a bargaining unit employee is compensated for such Unrelated Outside Work Activity in the journalism, media, public relations, and entertainment (business-side) fields, it shall give the Company reasonable advance notice before participating in any such activity. In the event that an Unrelated Outside Work Activity is reasonably deemed by the Company to potentially be a Related Outside Work Activity, the Dodo Management Committee will have the sole discretion, pursuant to Section 14(a) above to approve or deny such outside work activity (which shall be reviewable in accordance with the terms of the grievance and arbitration provisions set out herein). In the event that the Dodo Management Committee determines that such outside work activity is a Related Outside Work Activity, the Company may request that the bargaining unit employee cease such Related Outside Work Activity, and the bargaining unit employee must comply with such request.

- e. The Company shall provide production credits to each bargaining unit employee that contributes to producing a television or video program (“Program”), on the original complete version of such Program and on any non-promotional excerpts for which it is practical to do so, including pieces that are aired or streamed on broadcast television, cable, and the internet (including derivative works on third-party platforms), unless impracticable to do so based on legitimate technical or third-party business-relations considerations. The credits shall list each participating bargaining unit employee’s name and title used in connection with the production of the Program. If the piece is subsequently reformatted within twelve (12) months and the bulk of the original piece and integrity of the story remain intact, the Company shall continue to provide production credits to each bargaining unit employee (including former bargaining unit employees) on the same terms provided herein. Additionally, the Company shall provide new production credits to each bargaining unit employee who makes a substantive addition or alteration to the piece to the extent it is reasonably practicable based on good faith considerations. Bargaining unit employees shall have the right to decline production credits in any instance. Such production credits shall not be subsequently altered. Notwithstanding the foregoing, the Company shall not be required to provide such production credits to Dodo Editorial bargaining unit employees on Branded Content (as such term is defined herein).

#### **15. The Dodo Content Guidelines**

- a. Within thirty (30) calendar days of the ratification of this Agreement, the parties shall create a committee (the “Dodo Content Guidelines Committee”), which shall consist of three (3) bargaining unit employees (appointed by the bargaining unit

employees) and three Company (3) representatives, one of whom shall be appointed as the Dodo content management representative (“Dodo Content Management Representative”). The purpose of the Committee is to (1) consider making updates to the existing Dodo Content Guidelines (the “Guidelines”), (2) consider making any subsequent modifications to the Guidelines, (3) consider making any (non-binding) suggestions to the Dodo Content Management Representative, (4) consider updates to the directory of outside consultants referenced in Section 15(c) herein. The overall purpose of the Guidelines is to provide a working document for Company employees to create content that is consistent with the Company’s established commitment to the responsible coverage of animals. The Dodo Content Guidelines Committee shall meet quarterly and convene its first meeting within ninety (90) calendar days of the ratification of this Agreement. The Company may appoint a second Dodo Content Management Representative who shall serve in the same capacity as the Dodo Content Management Representative described herein in the event the Dodo Content Management Representative is unavailable.

- b. In the event that a bargaining unit employee has a concern that the published Company content, including the alteration of previously created content, conflicts with the Guidelines, that bargaining unit employee may submit a request to their direct supervisor and the Dodo Content Management Representative to address their concerns (which may include a request to alter such content) regarding such content. The Dodo Content Management Representative shall then respond within two (2) business days with an indication of what action they plan to take with respect to the content, if any. All such requests and responses thereto shall be forwarded to members of the Dodo Content Guidelines Committee.
- c. The Company shall ensure that all bargaining unit employees are familiar with and trained on the Dodo Content Guidelines and its application, including the identity of the Dodo Content Management Representative referenced herein. The Company shall make a directory of outside consultants available to bargaining unit employees who create content (“Content Creators”) to facilitate content creation (e.g., through the posting of the “Sources/Beats” spreadsheet or a similar such document). Such outside consultants, however, shall not have authority to dictate content. Before contacting such outside consultants, Content Creators shall make good faith efforts to address their questions internally with the Dodo Content Management Representative. The Company shall make best efforts to keep Content Creators apprised of its on-going relationships with such outside consultants, and Content Creators should be respectful of such relationships and the frequency with which the Company is contacting such consultants (based on information reasonably known to the bargaining unit employee).
- d. All branded content shall be labeled and identified in accordance with the Company’s policies to ensure transparency to staff and audiences. Bargaining unit employees shall be notified with reasonable advance notice if they are requested to work on branded content, if their work will be utilized in a branded campaign, or if their work will be altered or removed at the request of an advertiser.

In the event that bargaining unit employees create branded content, they shall have the right (but not the obligation) to have their name omitted from the byline on written branded content, from the credits on video branded content, and from the author attribution on other forms of branded content, as applicable.

Bargaining unit employees are encouraged to seek direction from the Company in responding to negative engagement with respect to branded content or native advertising.

## **16. Compensation**

- a. Effective January 1, 2019, the minimum annual salaries for the job tiers set forth in Addendum A (the "Job Tiers") are as follows (and shall not be increased for the term of this Agreement):
  - i. The minimum annual salary for Job Tier 1 is \$72,000 per year.
  - ii. The minimum annual salary for Job Tier 2 is \$65,000 per year.
  - iii. The minimum annual salary for Job Tier 3 is \$58,000 per year.
  - iv. The minimum annual salary for Job Tier 4 is \$50,000 per year.
- b. The Company intends to hire entry-level candidates for the Job Tier 4 position Associate Video Editor/Producer.
- c. Effective January 1, 2019:
  - i. The Company shall increase each bargaining unit employee's annual base salary by four and one-half percent (4.5%), unless the Job Tier minimum in Section 16(a) above is greater than the foregoing increase in this Section 16(b), in which case the bargaining unit employee shall receive the Job Tier minimum.
  - ii. Bargaining unit employees identified on Addendum A shall be promoted to the Job Tier 3 position Video Editor/Producer.
  - iii. Any bargaining unit on payroll with the Company and in the job Tier 4 position Associate Video Editor/Producer as of the effective date of the Agreement shall be paid at the Job Tier 3 rate.
- d. Effective May 1, 2019, each bargaining unit employee's annual base salary shall be increased by one and one-half percent (1.5%).

- e. Effective May 1, 2020, each bargaining unit employee's annual base salary shall be increased by two and one-half percent (2.5%) and be eligible for a merit increase pursuant to Section 16(e) below.
- f. Effective May 1, 2021, each bargaining unit employee's annual base salary shall be increased by two and one-half percent (2.5%) and be eligible for a merit increase pursuant to Section 16(e) below.
- g. Effective May 1, 2019, May 1, 2020 and May 1, 2021, the Company shall distribute merit increases from a merit pool equal to one percent (1%) of the total annual salaries of bargaining unit employees, calculated as of April 30, 2019, April 30, 2020 and April 30, 2021, respectively. The distribution of the merit pool shall be in the sole and exclusive discretion of the Company, shall be based upon any methodology or business factors that the Company deems appropriate, and shall be final and binding upon the parties and bargaining unit employees. The Company's distribution of the merit pool shall not be subject to the grievance and arbitration provisions of this Agreement, unless the Company fails to distribute the entire amount of the merit pool.
- h. The Company shall regard minimum salaries and wage rates as minimums only. Nothing in this Agreement prevents bargaining unit employees from bargaining individually for or the Company awarding pay increases and bonuses to bargaining unit employees in excess of the minimums established herein.

## **17. Workload and Compensatory Time**

Bargaining unit employees are entitled to receive compensatory time off in accordance with the following ("Comp Time"):

### **Normal Work Days and Non-Work Days**

- a. When bargaining unit employees, with prior approval from their managers, work at least four (4) hours and up to six (6) hours beyond normal work hours (*i.e.*, typically, 10:00AM to 6:00PM local time) or on a Company holiday or other such non-work day, they shall be entitled to a half-day of Comp Time.
- b. If bargaining unit employees receive approval to work six (6) hours or more beyond normal work hours or on a holiday or other such non-work day, they shall be entitled to a full day of Comp Time.
- c. The bargaining unit employees must make all requests in writing, with a summary of the work coverage that they engaged in beyond normal work hours. In lieu of the half-day of Comp Time referenced in Section 16(a) above, bargaining unit employees may request (but in no circumstances shall be required) to be permitted to start the work day at a later-than-normal hour the following day.

- d. When bargaining unit employees, with prior approval from their managers as described above, work until or past 10:00PM local time, the Company shall provide such bargaining unit employees with dinner or if the Company does not provide dinner, the Company shall reimburse such bargaining unit employees up to \$15.00 for dinner, and the Company shall reimburse such bargaining unit employees for taxi cab fare from the Dodo office to their homes.

#### Travel

- e. With respect to travel on a normal work day, when bargaining unit employees are performing work outside normal work hours while traveling, such bargaining unit employees shall be entitled to Comp Time in accordance with Sections 17(a) or (b) above, whichever is applicable. All travel time required for field production shall be considered work for all purposes of this Section 17(e).
- f. When bargaining unit employees are required by their managers to travel for work on a Company holiday or other such non-work day, they shall be entitled to a half-day of Comp Time unless the time of travel exceeds six (6) hours, in which case they will be entitled to a full day of Comp Time. For purposes of this Section 17(f), travel time shall run from the time the bargaining unit employee leaves his or her residence until the time she or he arrives at either her or bargaining unit s hotel room (when staying overnight) or returns that day to her or his residence.

#### Use of Earned Comp Time

- g. The use of Comp Time must be requested in writing and provide manager with reasonable advance notice.
- h. Bargaining unit employees are required to use any approved Comp Time in half-day or full-day increments within thirty (30) days of the day on which the bargaining unit employee began to accrue Comp Time, subject to manager approval in advance which shall not be unreasonably denied. Comp Time shall not accrue or roll over beyond the thirty (30)-day time frame for use.
- i. Unused Comp Time will not be paid out under any circumstance, including upon separation of employment, unless otherwise required by state or local law.

#### **18. Leave and Related Policies**

- a. Bargaining unit employees shall continue to be eligible for the following time off benefits on the same terms and conditions as all other non-executive employees at Dodo:

Company Holidays  
Family and Medical Leave  
Disability Leave

- b. Each of these policies may be modified or eliminated without negotiation with the Guild in the sole discretion of the Company, provided that such changes apply equally to all non-executive employees at Dodo.
- c. It is agreed that the time off benefits provided to bargaining unit employees exceeds those provided for in the New York City Earned Sick Time Act, and, as such, the provisions of that act are hereby waived.

d. Vacation

- i. Bargaining unit employees shall be granted eighteen (18) vacation days per year. Starting in the calendar year in which bargaining unit employees achieve their second year of continuous service with the Company, each bargaining unit employee shall be granted an additional two (2) vacation days per year of service, beginning with their second year of service (*i.e.*, additional vacation time shall not be granted for the bargaining unit employee's first year of continuous service). In all event, total vacation days shall not exceed twenty-five days per year.

- ii. Such vacation time shall be accrued and taken consistent with the Company's vacation leave policy, the application of which may be modified or eliminated without negotiation with the Guild in the sole discretion of the Company, provided that such changes (which in no event shall reduce the number of a bargaining unit employee's vacation days) apply equally to all non-executive employees at the Dodo. There shall be no payout or carry-over of accrued but unused vacation days.

- iii. The Company shall eliminate floating holidays.

e. Sick Leave

- i. Bargaining unit employees shall be eligible for ten (10) sick days within each calendar year, and the use of such days shall consistent with the Company's sick leave policy. There shall be no payout or carry-over of sick days.

- ii. Any bargaining unit employee who takes a sick day shall not be expected to work while on sick leave, provided that the bargaining unit employee shall, to the extent possible, communicate with his/her manager and team to facilitate proper coverage for any time-sensitive deadlines or deliverables.

f. Working Remotely

The Company shall continue its current policy of allowing bargaining unit employees to work remotely on Fridays unless there is a business need that requires

them to be onsite (e.g., an in-person meeting or shoot). When working remotely, bargaining unit employees must have access to all necessary systems and equipment to perform their job duties remotely, including, but not limited to, securing their own internet access, and are expected to be available as if they were working in the office. Bargaining unit employees may request to work additional days (i.e., non-Fridays) remotely and should submit such requests to their managers with as much advance notice as possible. The Company shall approve such requests to work remotely on non-Fridays on a case-by-case basis, subject to business needs, but will use good faith efforts to grant such requests as uniformly as possible across the bargaining unit. In the event of a significant change to the business (including, but not limited to, establishing a new department that requires on-site presence, a change in control (as customarily defined), or a material change to the business strategy), the Company may modify the policy stated herein with the understanding that it will preserve the current policy as much as reasonably practicable.

g. Parental Leave

- i. Primary care providers shall receive eight (8) weeks of paid parental leave, to run concurrently with all applicable federal, state, and local leave laws. Secondary care providers shall receive four (4) weeks of paid parental leave, which will also run concurrently with all federal, state, and local leave laws.
- ii. If the Company enhances parental leave benefits at a later date, such enhancement will apply to bargaining unit employees on the same terms and conditions as all non-executive employees at Dodo. The Company may change or amend the enhanced benefit, but in no event will it provide less parental leave than the benefit described in Section 18(g)(i) above.

19. **Employee Benefits**

- a. Bargaining unit employees shall continue to be eligible for the following benefits on the same terms and conditions as all other non-executive employees at Dodo (except for Health Insurance, which shall be on the same terms and conditions as all other non-executive employees at Group Nine Media, Inc.):

Health Insurance (medical, dental, and vision coverages)  
401(k) and Employer Matching  
Short-term Disability  
Long-term Disability  
Life Insurance and Accidental Death and Dismemberment  
Flexible Spending Accounts (medical and dependent care)  
Pre-tax Transit and Parking Reimbursement  
Gym Discounts  
Legal Representation  
On-demand Medical Services  
Wellness Benefits



Corporate Perks and Discounts  
Rental Car Discounts

- b. Each of these policies may be modified or eliminated without negotiation with the Guild in the sole discretion of the Company, provided that such changes apply equally to all non-executive employees at Dodo (except for Health Insurance, in which case such changes would apply equally to all non-executive employees at Group Nine Media, Inc.).
- c. The Company shall notify the Union before making any material changes to the medical, dental and vision benefits offered to bargaining unit employees.

**20. Labor-Management Committee**

The parties shall establish a Labor-Management Committee consisting of an equal number of bargaining unit and Company representatives. The Committee shall meet regularly to discuss staffing, workload and other workplace issues as they arise. The Labor-Management Committee shall not address matters within the purview of the Diversity Committee or the Dodo Content Guidelines Committee.

**21. Grievance and Arbitration Procedures**

- a. A grievance shall be defined as an allegation by the Union or the Company that there has been a breach, misinterpretation or improper application of a term of this Agreement and shall be processed and disposed of as set forth below.
- b. Step 1: The Union shall advise the head of the Company's Human Resources Team, the head of the Company's Legal Team, or other such similar Company representative reasonably appointed by the Company) in writing of a grievance. Grievances shall be filed within thirty (30) calendar days of the facts giving rise to the grievance, or on the date on which it should reasonably have been known that a dispute existed. The head of the Company's Human Resources Team, the head of the Company's Legal Team, or other such similar Company representative and the relevant manager, if any, shall meet with a representative of the Union and the relevant bargaining unit employee within ten (10) business days of filing to discuss the grievance. The Company shall thereafter have ten (10) business days in which to deliver a written decision to the Union.

Step 2: If a grievance is not satisfactorily resolved at Step 1, it may be referred to arbitration by written request to the other party within thirty (30) calendar days of receipt of the Step 1 decision. In the event of any such request for arbitration, the Company and the Union agree that one of the following arbitrators will preside over any and all arbitration proceedings, subject to availability: Howard Edelman, Carol Wittenberg, Janet Spencer, or Joan Parker.

- c. Grievances filed by the Company shall follow the same timeline as provided for in Section 21(b) above.
- d. The arbitrator's opinion and award shall be final and binding upon the parties.
- e. Each party shall bear its own expenses and the arbitrator's fees and expenses shall be borne equally between the parties.
- f. Any time periods in this Section 21 may be waived or held in abeyance only by written agreement between the parties.

**22. No-Strike/No Lockout**

- a. The Company agrees that during the term of this Agreement it will not lock out any bargaining unit employees covered by the terms hereof.
- b. The Union agrees that during the term of this Agreement (1) it will not strike against, including any sympathy strike against, picket, or boycott the Company, or directly or indirectly interfere with any of the Company's operations; (2) neither the Union nor any officer, executive, official or executive employee of the Union will directly or indirectly authorize, aid, encourage, direct, abet, or participate in any such strike, sympathy strike, picketing, boycott, or interference with any of the Company's operations; (3) it will instruct its members to perform their contracts with the Company and it will at the same time instruct them not to strike against, picket, or boycott the Company.

23. Duration

This Agreement shall be effective from the date of ratification by the WGAE ("Effective Date") and expire on April 30, 2022.

For: The Writers Guild of America, East

For: The Dodo.com, Inc.

Name: *[Signature]*

Name: *[Signature]*

Title: Executive Director

Title: VP, Legal and Business Affairs

Date: 12/21/18

Date: 12/21/18

**ADDENDUM A**  
**Job Tiers**

Tier 1:

- [Senior-level video role TBD]

Tier 2:

- Senior Writer
- Senior Video Editor/Producer (including Snapchat, etc.)
- Senior Video Producer (including Originals, etc.)
- Motion Graphics Lead

Tier 3:

- Media Content Manager
- Social Media Editor
- Video Editor/Producer (including Originals, Snapchat, etc.)
- Illustrator
- Staff Writer (including Impact, Explainer, etc.)
- Motion Graphics Editor

Tier 4:

- Associate Video Editor/Producer (including Snapchat, etc.)
- Associate Motion Graphics Editor
- Media Coordinator (including Snapchat, etc.)
- Video Coordinator
- Copy Editor
- Content Acquisition Coordinator
- Media Licensing Coordinator
- Social Media Coordinator
- Production Coordinator