

**Collective Bargaining Agreement
Writers Guild of America, East and Gizmodo Media Group, LLC**

The Writers Guild of America, East, Inc. AFL-CIO, hereinafter called WGAE or the Union, and Gizmodo Media Group, LLC, hereinafter called the Company, agree as follows:

I. RECOGNITION

WGAE represents that it is, and the Company recognizes WGAE as, the sole and exclusive bargaining agent with respect to wages, rates of pay, hours of work, and other conditions of employment for all full-time and regular part-time non-executive editorial employees, including writers, staff writers, senior writers, columnists, editorial assistants, deputy editors, editors (including editors, news editors, culture editors, reporters, senior reporters, night editors, features editors, design editors, community editors, and so forth), senior editors, editors in chief, researchers, directors (in the editorial department), video employees (including video project managers, video directors, graphic artists, producers, editors, associate producers, senior podcast producers, podcast producers, associate podcast producers, and so forth), illustrators, and other employees hired to perform the same or similar work, hereinafter called Unit Employees. Executive editorial employees excluded from the definition of Unit Employees, and therefore not covered by this Agreement, include Executive Editor and Executive Managing Editor. At the beginning of each month the Company will provide to the Guild with a list of all bargaining unit employees, including their job titles, compensation, genders (self identified), ethnicities (self identified), addresses, cell phone numbers, and email addresses, to the extent these are available to the Company, highlighting any changes to the list of all Unit Employees, including dates of hire and dates of separation.

Within the first (5) days of employment, the Company shall not prevent new employees from meeting with Shop Stewards to review the terms of the collective bargaining agreement, subject to mutually scheduling concerns in the needs of the business.

Job Postings: Bargaining Unit Job Postings will include "this is a position covered under the collective bargaining agreement with the Writers Guild of America East".

II. PAID TIME OFF & LEAVES OF ABSENCE

A. Paid Time Off

Time off requests shall be approved by the employee's direct supervisor and such requests shall not be unreasonably denied.

Employees are encouraged to take time off pursuant to the Unlimited PTO policy. No employee shall be disciplined or retaliated against for appropriately taking time off pursuant to the Unlimited PTO policy. Should any employee be told by their manager or supervisor that they cannot take time off, they should discuss the matter with HR, or other Company designee.

The company will manage schedules to maintain adequate staffing to cover staff on paid time off or other leaves of absence. This provision shall not be subject to arbitration.

The Company will continue to offer a sabbatical leave (that is, four weeks of paid leave) to employees who were employed by the company for at least four years within six months of the ratification of the predecessor Agreement, which was effective March 1, 2016 until February 28, 2019.

B. Leaves of Absence

1. **Family and Medical Leave:** In addition to "family members" as defined in the FMLA, the Company will extend FMLA rights to a person with whom the employee maintains a committed relationship.

2. **Jury Duty:** The Company will pay employees selected for jury duty service the difference between their jury duty pay and their regular salary for the duration of such service.

3. **Parental Leave:** The Company shall provide primary caregivers, regardless of gender, paid parental leave pursuant to the maternity policy in effect at the time of ratification. The Company shall provide secondary caregivers six (6) weeks of paid parental leave.

4. **Other Leaves:** The Company shall continue to offer the following leaves of absence under the same terms and conditions in effect as of the ratification of this Agreement:

- Medical Disability Leave
- Military Leave
 - Workers Compensation Leave
 - Bereavement Leave

The Company will comply with all other federal, state, and local leave laws providing leaves of absence.

C. Holidays

The Employer shall maintain the current holiday schedule. If non-unit employees are offered an increase to the holiday schedule, bargaining unit members will be offered the same increases to the holiday schedule.

III. BENEFITS

A. The Company will not change the plan design (deductibles, co-payments, co-insurance) of its medical, prescription, dental, and vision benefit plans, or the premiums paid by employees for those benefits, in 2016. If the cost of providing these benefits increases after 2016, the Company will bear the increase in cost to a maximum of 10% per year. If the cost increases by more than 10% per year, this Agreement will reopen for the limited purpose of negotiating possible changes in plan design and cost. If at any time the Company contemplates changing other elements of the benefits (insurer, provider networks, etc.) it will give the union at least 30 days' notice.

B. The Company shall maintain its existing 401(k) plan or better, including a one-to-one match of employee contributions up to 3%. The Company may change the plan provider after notice to the union.

C. The Company will offer Unit Employees all other benefits on the same basis and terms as it offers to non-unit employees.

D. Wellness: The Company shall continue its current reimbursement practice for health and wellness expenses.

E. The Employer shall maintain the existing cell phone stipend of \$80/month.

F. Every six months, the Employer will provide to the Union a full list of Benefits provided by the Company.

IV. UNION SECURITY

A. The Company agrees that it will not continue any Employee in its employ under this Agreement unless he/she is a member in good standing of the Union or has made application for membership in the Union within thirty (30) days following the beginning of his/her employment, or the effective date of this Agreement, whichever is later.

B. The failure of any Employee covered hereunder to be or become a member in good standing of the Guild 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 to discharge such person upon written notice to such effect by the Union unless such dues and/or initiation fees are tendered within five (5) days after the mailing of such notice to the Company and the Employee.

C. Nothing in this Article shall be construed to require the Company to cease employing any Employee if the Company has reasonable ground for believing that:

(1) membership in the Union was not available to such Employee on the same terms and conditions generally applicable to other members; or

(2) such Employee's membership in good standing in the Union was denied or terminated for reasons other than failure of the Employee to tender periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in good standing.

D. If the Company should employ an applicant not a member of the Union, it shall, prior to the beginning of such applicant's work, refer the applicant to the Union for information as to the Union membership requirements.

E. The Company will provide a copy of the current Gizmodo Media Group – WGAE Agreement to all employees hired into bargaining unit positions.

V. DUES CHECK-OFF

A. The Employer agrees that upon 30 days notice thereafter from the Guild, it will 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 Employee who individually and in writing signs a voluntary check-off authorization card in the form and in Section B 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 Gizmodo Media Group, LLC, to checkoff from my wages every week union membership dues and assessments uniformly required as well as initiation fees, if owing, (initiation fees to be prorated over a twelve week period) 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 Employer, 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 Employer 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: _____

VI. GRIEVANCE PROCEDURE

A. STEP 1: If any dispute shall arise concerning the interpretation or application of the Agreement, it shall be taken up between the employee, with or without the WGAE Steward or WGAE representative, as the employee may elect, and the Employer's designated representative. The dispute shall be raised within thirty (30) calendar days from the date on which the question arose, or the date on which it should reasonably have been known that a dispute existed. Disputes concerning the discharge of an employee shall commence at Step 2, below.

B. STEP 2: If any question of interpretation or application of this Agreement is not settled under paragraph (a) above, it shall be submitted in writing by the employee or by WGAE in the name of

the employee, to the Employer's President (or other designee) within thirty (30) calendar days from the date the question was first taken up at Step 1. The written grievance shall include a description of the incident giving rise to the grievance, the specific Article or Articles of the Agreement alleged to be violated, and the remedy requested.

C. STEP 3: Any such question as to interpretation or application of this Agreement which is not settled in accordance with the foregoing paragraphs of this Article may be appealed to arbitration, provided written request is made to the other party within thirty (30) calendar days after the response to the Step 2 grievance is received, as provided for under paragraph (b) above. Such written request for arbitration shall include a description of the incident giving rise to the grievance, the specific Article or Articles of the Agreement alleged to be violated, and the remedy requested. In the event of any such request for arbitration, the Company and WGAE shall attempt to agree upon a mutually satisfactory arbitrator. If the parties are unable to agree on a mutually satisfactory arbitrator within ten (10) calendar days after written request to arbitrate, the grieving party may request the American Arbitration Association to submit a panel of seven (7) names from which the arbitrator shall be chosen by each party alternately striking names.

D. POWERS OF THE ARBITRATOR: The arbitrator shall have no power to change, alter, amend, add to or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely on the evidence and arguments presented to him by the respective parties, and such decision, if within the limits herein prescribed, shall be final and binding on the parties to the dispute. The arbitrator may not go beyond the terms of this Agreement in rendering a decision. Each party will bear its own expenses in carrying out the provisions of this Article and the parties will share equally in the expenses of the arbitrator. The Arbitrator shall have no power to engage in any form of interest arbitration.

E. COMPANY GRIEVANCES: In the event the Company has a question concerning the interpretation or application of this agreement, it will be processed by submitting the question in writing to the Executive Director of the WGAE, and if the question is not settled within fourteen (14) calendar days, paragraphs (c) and (d) above may be applied.

F. TIMELINESS: Failure to take up or advance any question within the time limits set forth in this Agreement shall be considered as a waiver of the right to further processing of the question. In cases where a "continuing question" exists, claims for retroactive application shall be limited to fourteen (14) calendar days prior to the date the question was first taken up pursuant to paragraph (a) above.

VI. DISCIPLINE AND TERMINATION

A. All employees shall be subject to a 90 days probationary period, during which the Company has the sole discretion to terminate employment.

B. The Company shall have the right to discipline, demote, suspend, terminate or otherwise take any employment related actions with respect to employees for just cause which shall include but is specifically not limited to:

- i. misconduct
- ii. unsuccessful completion of a performance improvement plan ("PIP");
- iii. insubordination;
- iv. failure to comply with Company policies; and/or
- v. any other action or activity that rise to the level of requiring termination that is not arbitrary or capricious

In addition to any other evidence or justification, the Company may demonstrate just cause through the use of progressive discipline.

Employees discharged for just cause shall not be entitled to severance pay.

C. Termination for Gross Misconduct: Employees may also be terminated immediately for gross misconduct. Examples of gross misconduct include, but are not limited to, plagiarism, breaches of journalistic ethics, violence, harassment, dishonesty, refusal or failure to perform assigned tasks, unprofessional conduct, workplace bullying, theft, fraud and other financial misappropriations. If the union chooses to arbitrate a termination for gross misconduct, the only question for the arbitrator will be whether the alleged misconduct occurred. Employees discharged for gross misconduct shall not be entitled to severance pay.

D. Termination for Poor Performance/Editorial/Creative Reasons: If the Employer determines in its sole discretion that an employee's work product or performance is unsatisfactory for any reason(s) (e.g., editorial content, editorial quality, professional journalistic ethics, subjective creativity concerns), it may terminate the employee. However, prior to being so terminated, an employee shall be given notice of the reason(s) for potential termination and an opportunity to cure of at least one month or additional notice pay of one month. Such decision shall not be subject to challenge through the grievance and arbitration procedure other than to establish that the Employer's decision was made for an editorial, creative or performance-based reason and that appropriate notice was provided.

Employees shall have the right to a union representative, including shop stewards, at all meetings that may lead to discipline. Whenever the Company issues a written notice of disciplinary action to an employee, it shall immediately inform the WGAE Business Agent or their designee that a written disciplinary notice has been issued, and the name of the employee to whom it was issued.

VII. LAYOFFS AND SEVERANCE

1. If an employee is terminated for just cause or gross misconduct, the Company is not obligated to pay severance. Employees terminated pursuant to Article VI, Section D, shall receive severance pay according to the following formula:

Severance pay accrues at the rate of two weeks for each year of service, subject to the following minimums:

- a. An employee involuntarily terminated after six months but less than one year of employment, 2 weeks of severance pay.

An employee involuntarily terminated after one year but less than two years of employment, 4 weeks of severance pay.

An employee involuntarily terminated after two years but less than three years of employment, 6 weeks of severance pay.

An employee involuntarily terminated after three years but less than four years of employment, 8 weeks of severance pay.

- b. In the event an employee is terminated pursuant to a reduction in force, job elimination or layoff, each terminated employee will receive severance pay of two (2) weeks of severance per year of service, with at least eleven (11) weeks of severance pay.

2. Severance will be paid out by the Company in biweekly installments during the relevant severance period, only after the terminated employee has signed a release in a form acceptable to the Company. In addition, the Company will maintain the employee's health benefits for the relevant severance period, after which the employee may elect continuing coverage under COBRA.

3. If an employee is offered the opportunity to resign (a/k/a a "buyout") he or she will receive at least that same package of severance pay and extended benefits. He or she will be afforded at least three days to consider the offer before being required to accept or reject it.

4. The Employer shall notify the Guild of a layoff in advance of notifying employees.

5. An employee who is laid off and is rehired within one (1) years shall not suffer a break in continuity and shall have their prior years of service counted towards the following provisions of the Agreement.

6. Upon being notified by the Company of a date of termination, an employee who leaves for other employment before the proposed termination date, but after receiving notice of termination, shall nevertheless receive full severance pay.

VIII. EDITORIAL INDEPENDENCE

Decisions about editorial content (e.g., whether to post a story or the story's contents, headline or placement) may only be made by editorial, including the Executive Editor. Once a story has been posted it can only be removed by a majority vote of the Executive Editor, the CEO, and the General Counsel, unless required by law.

The Company presented its editorial policy to the union during negotiations. The union will be consulted before this editorial policy is changed.

IX. MONTHLY MEETING

Company representatives will meet monthly with union representatives to discuss matters of concern relevant to the Company and the Union. The Company need not disclose any information it considers confidential.

X. INTELLECTUAL PROPERTY

1. The Company will grant a nonexclusive license to employees for book rights based on work they have created for the Company, including the right to take 100% of the royalties of any book deal, subject to Company approval for the use of company marks or logos if any.

2. An employee who creates artwork for the Company may license to third parties the non-exclusive right to use the work upon the Company's approval, which shall not be unreasonably withheld. All other reuses or derivative works are subject to Company permission.

3. If the Employer intends to create derivative work with a third party based on work done by one or more bargaining unit employees, it shall utilize commercially reasonable efforts to include current bargaining unit employee(s) in the creation of the derivative work, to negotiate for additional compensation for any additional work performed by the employee(s), and to negotiate for credits for the derivative work that are consistent with the industry standards for the medium in which the derivative work is being created.

XI. CONTRACTORS

Starting one year after ratification of this agreement, after a contractor has worked an average of five shifts per week over the immediately preceding 52 week period (but allowing three weeks to be disregarded to recognize that contractors take time off) the Company will choose whether to either: (a) offer the contractor the choice between full-time employment or continuation as a contractor; or, (b) terminate the contractor relationship.

After a night shift or weekend contractor has worked an average of five shifts (or one weekend) per week over the immediately preceding 52 week period (but allowing four weeks to be disregarded to recognize that contractors take time off) the Company must pay that contractor no less than the rate it pays to unit employees performing comparable work.

XII. DIVERSITY

1. The Company will participate in meetings with union representatives on a regular basis to discuss diversity in hiring and ongoing concerns at the Company. This may be combined with Labor Management meetings.

2. Information and Data

Within 90 days of ratification of this agreement, the Employer will conduct and make available to the Union a report of bargaining unit employee demographics including but not limited to, self-reported: race/ethnicity, national background, educational background, sexual orientation, gender identity, age and creed. The report will be updated every six months.

3. Open Job Positions

All bargaining unit positions for which the Company is seeking external candidates shall be posted. The Employer will make a sustained effort to circulate job postings and recruit candidates from groups that have been traditionally underrepresented within the journalism and entertainment industries. To further this goal, the Employer shall make good faith efforts to interview diverse candidates for every posted bargaining unit position.

4. Every six months, the Company shall provide a report to the Labor Management Committee with the following information: list of open bargaining unit positions for which the Company is seeking external candidates and a list of places where said open positions are posted, circulated or otherwise disseminated (e.g., websites, listservs, social media groups). The report shall describe any specific activities being undertaken to target recruiting applicants from groups traditionally underrepresented in the media (e.g., attending the annual convention of the National Association of Black Journalists "NABJ").

XIII. COMPENSATION

1. The Company will consider each Unit Employee for additional raises or promotions at least once a year. Each Unit Employee has the right to meet with his or her manager at least once a year to discuss possible additional raises or promotions.

2. Effective March 1, 2019, each employee shall receive an increase of 3%

Effective March 1, 2020, each employee shall receive an increase of 3%

Effective March 1, 2021, each employee shall receive an increase of 3%

3. The parties understand that the Employer may, in its sole discretion, grant increases to employees greater than these minimum increases.

4. No bargaining unit member will have their salary reduced during the term of this agreement.

5. Upon promotion to a higher classification, an employee shall receive the minimum for the new position or a meaningful increase, whichever is higher.

Title and Salary Minimum Schedule

Title	Salary Minimum
Staff Writer/ Staff Reporter Staff Artist Staff Strategist Staff (sound, color, animation, motion) Artist (video) Associate Copy Editor Associate Social Media Editor Associate Video Producer Associate Creative Producer Staff Features Writer Staff Writer (Real Future) Style Writer	\$54,000; Effective 3/1/21 \$55,000
Staff Editor Associate Editor News Editor Weekend Editor Breaking News Editor Staff Assistant Associate Producer (Video) Associate Podcast Producer	\$54,000; Effective 3/1/21 \$55,000
Social Media Editor Copy Editor	\$64,000; Effective 3/1/21 \$65,000
Senior Writer/ Senior Reporter Senior Staff Writer Senior Artist Senior Strategist Senior (sound, color, animation, motion) Artist (Video) Senior Copy Editor Senior Social Media Editor	\$72,100
Deputy Editor (Small Team)	\$68,000; Effective 3/1/21 \$70,000
Managing Editor Supervising Producer	\$72,100
Senior Editor Features Editor	\$72,100

Creative Producer Experience Designer Video Producer Podcast Producer	
Deputy Editor (Large Team) Senior Producer (Video) Social Audience Deputy Editor Senior Video Producer Senior Podcast Producer Senior Creative Producer	\$92,700
Editor-in-Chief (Small Team, including art)	\$92,700
Executive Management (Union Eligible) Executive Video Director (Video)	\$103,000
Editor-in-Chief (Large Team)	\$154,000

"Large team" refers to a site or operation (e.g., video) which employs at least 12 W-2 employees. A small team is one with employees fewer than 12 W-2 employees. The parties have agreed that the sites/operations that currently employ 12 or more W-2 employees will remain large teams for purposes of the minimums set forth above. Should any small team add enough W-2 employees to reach 12, the minimums for its Deputy Editors and Editors-in-Chief will be set halfway between the small and large team rates (that is, \$80,350 and \$123,600); once those sites/operations employ at least 16 W-2 employees the large team rates will apply.

XIV. NON-DISCRIMINATION

Bargaining unit members shall not be discriminated based on race, ethnicity, creed, color, national origin, native language or dialect, sex, age, physical or mental disability, marital and/or parental status, family relationship, DACA status, sexual orientation, religion, gender identity, gender expression, veteran status, union activity, or any other factor protected by applicable law. Rather, the parties acknowledge that discrimination shall not be tolerated based on any factor that is not relevant to the Employee's job duties.

The employer may not refuse to hire, may not terminate an employee, and may not take an adverse employment action against an individual because that individual has been previously convicted of one or more criminal offenses, or because of a belief that a conviction record indicates a lack of "good moral character," unless there is a direct relationship between one or more of the previous criminal offenses and the specific employment sought or held, or employment of the individual would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

The Company shall provide a work environment where people can work together comfortably and productively, free from sexual harassment or harassment based upon any of the factors listed above. Such harassment is illegal under the law and will not be tolerated in the organization.

This policy shall apply to all phases of employment, including recruiting, hiring, promotion or demotion, transfer, layoff or other forms of termination, rates of pay, assignments and benefits.

The Company shall provide for reasonable accommodations for employees pursuant to applicable law. For example, reasonable work schedule changes for religious observances and holidays, reasonable family status accommodations for such responsibilities as breastfeeding and child care, reasonable accommodations for transgender employees such as safe washrooms and reasonable accommodations for persons with disabilities.

If an alleged violation of this Article is not resolved by the Union's filing and processing of a grievance under this Article, the aggrieved employee or employees shall choose whether to pursue the matter through the arbitration provisions of Article IV or in a court of competent jurisdiction, but he, she or they shall not pursue both. If the employees select arbitration as the forum for their own private discrimination claims, they may be represented by counsel of their own choosing. To the extent the applicable statute references a court of law, the arbitral forum shall be deemed to stand in the place of the court of law. The time limits for filing and responding to any statutory claim shall be the same as set forth in the applicable statute.

Once arbitration has been initiated under this Agreement, an employee shall not file or pursue a complaint in court based on allegations arising out of or relating to the same operative facts. Similarly, once a Complaint has been filed in court, no arbitration based on allegations arising out of or relating to the same operative facts shall be pursued.

Nothing in this provision shall be interpreted as limiting an Employee's right to file a charge of discrimination with any or all federal, state or local governmental agency having authority to investigate alleged violations of applicable anti-discrimination laws.

XV. HEALTH AND SAFETY / SEXUAL HARASSMENT / WORKPLACE CULTURE

Gizmodo Media Group is committed to providing a professional work environment. This means that:

1. The Employer shall provide its employees with a healthy and safe work environment. Should an employee believe a direction from a supervisor would place them in an unsafe or unhealthy situation, or would require them to commit an illegal act, the employee may discuss the circumstance with their supervisor or HR to try to find an alternative arrangement that does not pose such an unsafe or unhealthy situation, nor require them to commit an illegal act.

2. The Employer shall provide a regular training for Employees on protections and support regarding online harassment.

3. The Employer shall make resources available and provide appropriate training for issues related to workplace safety.

4. The Company shall continue to enforce its anti-harassment policy and ensure that the policy is available to all employees. All employees shall be informed of the Company's anti-harassment policy on an annual basis, and the Labor Management Committee shall work with Human Resources to raise awareness of the harassment policy, including the means by which complaints may be made.

5. An employee may, at their sole and complete discretion, bring a union representative with them to meetings in which they report harassment to a Company representative. Should a union representative accompany an employee to such a meeting, the WGAE staff union representative must sign a Non-Disclosure Agreement. Any union representative who accompanies a reporting employee may not be involved in any way in representing an employee against whom the report has been made.

6. Employees shall not be retaliated against for making claims under this Agreement.

XVI. CAREER DEVELOPMENT

1. GMG employees will be afforded the opportunity to apply for all jobs posted on the Company career site.

2. Each employee shall meet with their supervisor at least once a year for the purposes of receiving a review of their performance. A record of the review shall be provided in 30 days.

3. If an existing employee applies for a posted position, or formally requests a promotion, raise or title change in writing, and they are not offered the role, raise, promotion or change, they may request feedback on their application or request from their supervisor or a designated Company representative. Such feedback shall be provided in 30 days. Upon providing such feedback, the Company does not have to provide feedback for a raise or title change that is not agreed upon within 6 months of the original request. This provision shall not be subject to the arbitration provisions of this Agreement.

4. Upon the request of an employee, the Company will inform the employee of any minimum qualifications for a job to which the employee may aspire, including educational requirements, work experience, and skills. It is expressly understood that while such information may serve to provide the minimum qualifications for a position, they may not be the only criteria the Company uses in evaluating job candidates, and the decision as to whom to hire remains within the sole discretion of the Company, unless otherwise specified in this Agreement.

5. All salary increases not required by this Agreement shall be communicated to employees in writing by HR.

6. The Company shall maintain written general job descriptions for all bargaining unit positions, which may change from time to time. Upon request, employees will be provided the job descriptions of the job they occupy, and may make a request for any job for which they wish to apply.

XVII. NO STRIKE/NO LOCKOUT

During the term of the Agreement, neither the WGAE, nor any represented employees, shall engage in any strike, picketing, sympathy strike, slowdown, sit down, concerted refusal to work, or other similar interference with or stoppage of work. During the term of this Agreement, the Company shall not lock out any represented employees with respect to any operations covered by this Agreement. The WGAE shall take reasonable affirmative steps to assure that its members comply with this provision.

XVIII. MANAGEMENT RIGHTS

Except to the extent expressly abridged by a specific provision of this Agreement, the Company reserves and retains, solely and exclusively, all of its rights to manage the business, as such rights existed prior to the WGAE's becoming the collective bargaining representative of the employees covered by this Agreement.

The sole and exclusive rights of management, except to the extent expressly abridged by a specific provision of this Agreement, shall include, but are not limited to, the Company's rights: to establish or continue policies, practices, and procedures for the conduct of its business, including but not limited to the production and exploitation of Company content, and, from time to time, to change or abolish such policies, practices, and procedures; to determine and, from time to time, re-determine the manner, location, and methods of its operations; to discontinue operations or practices in whole or in part; to transfer, sell, or otherwise dispose of its business relating in any way to Company operations, in whole or in part; to select and to determine and, from time to time, re-determine the number and types of represented employees required; to assign work to such represented employees in accordance with the requirements determined by the Company, to establish and change work schedules and assignments, to transfer and promote represented employees, or to layoff or otherwise eliminate the jobs of employees at any time and for any reason; to make and enforce reasonable rules for employee conduct, performance, and safety; to subcontract to third parties for legitimate business reasons; and otherwise to take such measures as the Company may determine to be necessary for the orderly or economical Company operation.

XIX. LEGAL SUPPORT

If any bargaining unit employee is sued or charged under a federal, state, or local law, or is subpoenaed as a witness, in connection with the employee's performance of authorized work for the Company at the direction of an authorized agent of the Company, GMG shall defend and provide legal counsel for the employee for the duration of the suit at GMG's expense. Final selection of such counsel will be at the discretion of the Company. GMG and the involved employee will notify each other immediately upon receiving notice of such litigation or threat of litigation. The legal support described above is subject to customary exceptions such as any fraudulent or criminal act or omission, or any intentional or knowing violation of the law or policies. If an employee has questions regarding the

policies or guidelines applicable to his or her specific duties, the employee should reach out to his or her manager and the legal team.

XX. OFFICE LOCATION

Within the same city limits, if the Company moves any of its employees to a new office space, the Company will notify the union at least sixty (60) days in advance of the move or as much notice as is practicable given the circumstances of the move. Where more than 25% of bargaining unit employees are moving, the Company will schedule a meeting to inform the Union and bargaining unit employees of the plans for use of the new office space.

For moves beyond city limits, if the Employer moves any of its employees to a new office space, the Employer shall notify the union at least three (3) months in advance of the move. In the event of a move beyond city limits, the Employer shall discuss the effects of the move with the union.

XXI. BULLETIN BOARDS

The Company agrees to provide a Bulletin Board or White Board suitably placed in areas accessible to employees.

XXII. DURATION

This agreement shall be in effect from March 1, 2019 through February 28, 2022. It is further agreed that if either party wishes to terminate or modify this Agreement, it shall notify the other party in writing at least sixty (60) days prior to February 28, 2022 or sixty (60) days prior to any subsequent anniversary date. It is further agreed that if no such written notice is timely given, the Agreement shall run from year to year thereafter, unless either party gives notice of an intent to terminate or modify the Agreement sixty (60) days prior to any anniversary date.

If any provision of this Agreement violates or requires either party to violate any applicable laws, to that extent, such provision shall be of no effect. All other provisions of this Agreement shall remain in full force and effect.

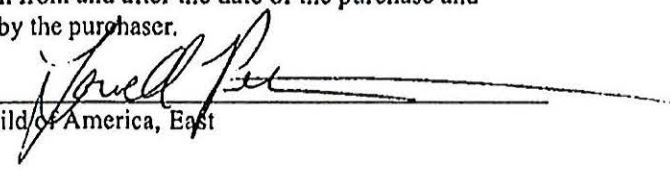
In the event any Article or Section of this Agreement is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties shall enter into immediate collective bargaining negotiations for the limited purpose of arriving at a satisfactory replacement for such Article or Section during the period of invalidity or restraint.

In the event that the Company is sold in the form of an equity transaction, then the Company and the Union shall continue to adhere to the terms of this Agreement for its duration.

In the event that the Company sells any of its assets in the form of an asset transaction, and the purchaser hires as a majority of its employees, employees who are bargaining unit employees at the time of the sale, then the purchaser shall be required to assume and adopt this Agreement for the balance of its term from and after the date of the purchase, and the Union assents to the purchaser's assumption and adoption of this Agreement for the balance of its term from and after the date of the purchase and employment of the bargaining unit employees hired by the purchaser.



For Gizmodo Media Group, LLC



For Writers Guild of America, East

UNLIMITED PTO POLICY

1. Unlimited PTO means taking the time you need for vacation, time off for non-extended illnesses or injury, preventive care, care, diagnosis, or treatment or an existing health condition of either you, a covered family member or other person under applicable state or local law, time off for being the victim of domestic violence, sexual assault, or stalking, bereavement leave, and to shift your schedule as necessary. Extended illnesses, however, are addressed under disability or FMLA, as further discussed below.
2. Unlimited PTO requires employees to coordinate with their managers and co-workers regarding their schedule and responsibilities before taking time off. Unless it's an unplanned, unexpected absence (as in the case of dealing with an unforeseeable event, injury or illness), employees may not take time off without first contacting and coordinating with their manager.
3. Written supervisory or managerial consent must be obtained for time off in excess of two consecutive weeks.
4. Unlimited PTO is not intended to cover extended illnesses or other leaves of absence in excess of two consecutive weeks. For extended illnesses, please refer to the Family Medical Leave policy and the Short-Term Disability Policy.
For other leaves of absence in excess of two consecutive weeks, please consult with Human Resources for assistance in applying for an appropriate leave of absence.
5. Employees are expected to avail themselves of all paid wage replacement programs under short term disability coverage, long term disability coverage, state wage replacement programs, and/or similar programs
6. With Unlimited PTO, employees do not earn or accrue PTO days as in traditional plans, therefore, the Company does not compensate employees for "unused" Unlimited PTO time upon termination of employment.

Sideletter #1

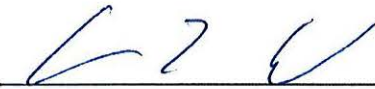
The Company shall earmark a minimum of \$20,000 per calendar year for diversity initiatives.

**Memorandum of Agreement
Between
Writers Guild of America, East and Gizmodo Media Group**

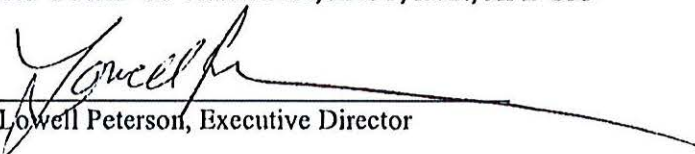
The Writers Guild of America, East, Inc. AFL-CIO, hereinafter called WGAE, the Guild or the Union, and Gizmodo Media Group, hereinafter called the Company, hereby agree that each bargaining unit employee employed by the Company at the time of ratification of the 2019-2022 collective bargaining agreement between the Union and the Company, which occurred on March 5, 2019, shall receive a ratification bonus in the amount of \$2,000.

SIGNED this 29th day of March, 2019.

GIZMODO MEDIA GROUP

By 
ANGEL L. ORTIZ, GSA., SUP LABOR RELATIONS for UN. 510m

WRITERS GUILD OF AMERICA, EAST, INC., AFL-CIO

By 
Lowell Peterson, Executive Director