

**COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE WRITERS GUILD OF AMERICA, EAST
AND
THE RINGER.COM, LLC**

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

1. Recognition and Scope

The Ringer.com LLC (“The Ringer “or the “Company”) recognizes the Writers Guild of America, East, Inc. (the “Guild” or the “Union”) as the exclusive collective bargaining representative within the meaning of Section 9(a) of the National Labor Relations Act (the “Act”) of the regular full-time and regular part-time employees of the Company in the job titles set forth below, and those who perform the same or similar duties:

Assistant Editor
Associate Editor
Associate Staff Writer
Associate Audio Producer
Associate Video Producer
Audio Producer
Audio Production Assistant
Editor at Large
Editorial Assistant
Copy Editor
Designer
Fact Checker
Production Assistant
Staff Writer
Social Content Assistant
Social Content Coordinator
Social Content Producer
Senior Content Producer
Senior Copy Editor
Senior Staff Writer
Video Producer

excluding all other employees, interns, managers, clerical employees, guards, professional employees and supervisors as defined in the Act.

Once every two (2) months the Company will provide to the Union a list of all unit employees, including their dates of hire, job titles, compensation, and, to the extent these are available to the Company, addresses, cell phone numbers, and email addresses.

2. Union Security

A. Except where prohibited by law, the Company agrees that it will not continue any employee in its employ under this collective bargaining agreement (“Agreement”) unless they are 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 their employment, or the effective date of this Agreement, whichever is later.

B. Except where prohibited by law, the failure of any employee covered hereunder to be or become a member in good standing of the Union 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 thirty (30) days after such notice is received by 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:

- i. membership in the Union was not available to such employee on the same terms and conditions generally applicable to other members; or
- ii. 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.

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 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 The Ringer, Inc. (the “Company”), 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: _____

The Guild shall indemnify and save the Company harmless from any claims, suits, judgments, attachments and from any other form of liability as a result of making any deduction in accordance with the foregoing authorizations and assignments.

4. Labor-Management Committee

The parties shall establish a Labor-Management Committee consisting of no more than six (6) bargaining unit members and up to six (6) Company representatives. The Committee will meet every other month, or more often as needed if requested by bargaining unit representatives, to discuss career growth opportunities, staffing, workload concerns, and other workplace issues that may arise. An agenda will be provided in advance. The Committee may make recommendations to the Company about changes to policies or practices. However, said Committee shall have no authority to modify the Agreement or to bind either party to any agreement.

5. Grievance and Arbitration

A. Except as specifically excluded for elsewhere in this Agreement, any complaint, controversy, dispute, or claim (herein, collectively, a “grievance” or “grievances”) between the parties hereto arising during the term of this Agreement with respect to the provisions of this Agreement or its interpretation or any alleged breach thereof, shall be discussed promptly and in good faith by the designated representatives of the parties in an effort to attain an amicable settlement.

B. All grievances must be presented by the grieving party to the non-grieving party in writing, no later than forty-five (45) calendar days after the grieving party knew or with due diligence should have known of the circumstances giving rise to the grievance. The Company and the Union shall meet within ten (10) days of receipt of the written grievance.

C. If the grievance is not resolved, the grieving party may, within forty-five (45) days following the grievance meeting (or, if the parties fail to meet as prescribed above, within sixty (60) calendar days of presenting the written grievance), submit the grievance to arbitration before an impartial arbitrator. The Company and the Union shall attempt to agree upon a mutually satisfactory impartial arbitrator. If the parties are unable to agree on a mutually satisfactory arbitrator within five (5) business days after written request to arbitrate, the grieving party may submit the grievance to arbitration before an impartial arbitrator selected in accordance with the Labor Arbitration rules and procedures of the American Arbitration Association. The arbitrator

shall have jurisdiction and authority solely to interpret, apply, and/or determine the meaning of any provision of this Agreement, and shall have no power to change, add to, or subtract from any provision, or to disregard any filing deadline referenced in this Article.

D. The determination of the arbitrator shall be final and binding upon the Company, the Union, and/or the represented employee(s); and the costs of the arbitration (e.g., arbitrator's fee, filing fees) shall be borne equally by the Company and the Union, and each party shall bear its own other costs, legal fees, and expenses relating to the arbitration.

E. The time periods in this Article 5 may be waived or held in abeyance only by written agreement between the parties. Arbitration shall be the sole and exclusive procedure for resolving disputes hereunder, and the arbitration award shall be a party's sole and exclusive remedy, provided that either party may proceed in court to confirm or vacate an award according to law.

6. 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, unfair labor practice strike, or refusal to cross a picket line or any boycott or any other interference in the conduct of the business of the Company for any reason whatsoever. 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.

7. 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, suspend, or terminate represented employees at any time and for any reason; to make and enforce reasonable rules for employee conduct, performance, and safety; to subcontract bargaining unit work 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.

8. No-Discrimination

Bargaining unit employees shall not be discriminated against based on union activity, race, color, creed, gender, sex, sexual orientation, gender identity and expression, religion, disability (including mental health), national origin, marital status, domestic violence victim status, genetic information, pregnancy, veteran or military status, age, credit score, housing status, appearance, history of drug use, criminal record (except for crimes that are germane to the safety of employees, the performance of employee job duties, or those that would be reasonably construed to be meaningfully damaging to the Company's public image), or any other status protected by applicable federal, state, or local law.

If an alleged violation of this Article is not resolved by the Union's filing and processing of a grievance under this Article, the bargaining unit employee or employees shall choose whether to pursue the matter through the arbitration provisions of Article 5 or in a court of competent jurisdiction, but the bargaining unit employee shall not pursue both. If the employee(s) 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.

Subject to the above, this provision does not waive a bargaining unit employee's right to pursue claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, or any other similar federal, state, or local laws, rules or regulations prohibiting discrimination or sexual harassment.

9. Diversity, Inclusion, and Equity

A. The parties share a commitment to diversity, inclusion, and equity. In furtherance of this commitment, the parties shall create a Diversity Subcommittee, as a division of the Labor Management Committee. The Diversity Subcommittee shall consist of up to three (3) Company representatives and three (3) representatives appointed by the bargaining unit, who must also serve on the Labor Management Committee. The Diversity Subcommittee of the Labor Management Committee shall meet quarterly after the scheduled Labor Management Committee meeting, or more often as needed if requested by bargaining unit representatives and convene its first meeting at the first Labor Management Committee meeting following ratification of this Agreement. The Diversity Subcommittee shall discuss issues relevant to the promotion of a diverse workforce including, but not limited to, recruitment, retention, advancement, mentorship, the composition of the current bargaining unit, internal promotions, and compensation issues.

B. The Company shall provide a quarterly report to the Diversity Subcommittee with the following information: a list of open bargaining unit positions at the Company and a list of places

where Human Resources has posted, circulated or otherwise disseminated (e.g., websites, listservs, social media groups) open bargaining unit positions. 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”). The Company will consider qualified applicants referred by the bargaining unit. The Company shall allocate an annual budget of \$88,000 to the Diversity Subcommittee.

C. Unposted Positions: As it is not the Company’s intent to use unposted positions to circumvent Section D of this Article, the parties agree to the following approach to unposted positions. The Diversity Subcommittee will submit a quarterly list of qualified candidates from groups traditionally underrepresented in journalism to be considered for unposted bargaining unit positions (e.g. staff writer). Prior to finalizing the hiring of someone into a bargaining unit position that is not posted (e.g., opportunistic hires, new coverage areas, or other instances that would be identified to the Diversity Subcommittee), the Company shall notify the bargaining unit members of the Diversity Subcommittee of the position it is hiring for and confirm it has consulted the previously assembled list. The Company shall discuss that hiring process at a meeting of the Diversity Subcommittee if requested by the bargaining unit members of the Diversity Subcommittee.

D. Open Job Positions: Within ninety (90) days of ratification, the Company shall collect self-reported information from Candidates for the purposes of diversity and inclusion. When the Company seeks candidates for a vacant bargaining unit position not being created for a specific candidate or for purposes of promoting an existing bargaining unit employee, the Company shall set goals aimed at creating diverse candidate pools. The goal across all such vacant bargaining unit positions for which the Company is seeking outside candidates is a candidate pool, at a stage in the application process after the recruiter screening stage, that is comprised of, at least 50% of the candidates for roles (inclusive of active and passive candidates) from groups traditionally underrepresented in journalism (e.g., women, people of color, those identifying as LGBTQ+, people with disabilities, and military veterans). At each meeting with the Diversity Committee, the Company shall provide the results for the roles closed in the prior quarter, so that the Committee can assess whether the above-referenced goals are being met. The Committee may also consider the demographic composition of each beat as part of that discussion. If in a calendar year the Company is unable to meet that aggregate 50% goal, the Diversity provision of the Agreement shall be reopened for further bargaining over additional steps to meet the percentage goals and increasing the Diversity Subcommittee budget. For purposes of calculating the 50%, applicants who do not self-report or prefer not to disclose shall not be included in the numerator or denominator. The Company shall encourage applicants to self-report, in furtherance of the diversity objectives set forth herein.

E. The Company shall continue its practice to provide a safe outlet for every employee to communicate their pronouns, not just for queer, gender neutral, gender non-conforming, non-binary, and gender variant people. In accordance with Company policy, the Company shall, upon an employee’s request, change all current and go-forward employee records (except for third-party forms which cannot be altered: e.g., EEOC reports, or where legal names are required, e.g. payroll records) so that all such records use the names and/or pronouns with which they identify.

The Company shall also update any photographs, including identification badges upon an employee's request, to make such change for reasons relating to gender identity.

10. Compensation

A. Minimums:

The minimum salary for each job classification shall be as follows:

Audio Production Assistant	Effective 3/1/21 \$57,000 (overtime eligible)
Editorial Assistant	Effective 3/1/22 \$58,500 (overtime eligible)
Fact Checker	Effective 3/1/23 \$60,000 (overtime eligible)
Production Assistant	
Social Content Assistant	
Associate Video Producer	Effective 3/1/21: \$60,000 (overtime eligible)
Associate Audio Producer	Effective 3/1/22: \$61,000 (overtime eligible)
Social Content Coordinator	Effective 3/1/23: \$62,000 (overtime eligible)
Assistant Editor	Effective 3/1/21: \$63,500
Associate Staff Writer	
Associate Editor	Effective 3/1/21: \$67,500
Copy Editor	
Staff Writer	
Audio Producer	Effective 3/1/21: \$75,000
Designer	
Social Content Producer	
Video Producer	
Senior Copy Editor	Effective 3/1/21: \$78,000
Senior Content Producer	
Senior Staff Writer	Effective 3/1/21: \$81,000
Editor at Large	No minimum

B. Bargaining unit employees shall receive the following economic increases during the term of this Agreement, subject to the conditions below:

a. Upon ratification, each bargaining unit employee shall either move up to the minimum for their position or receive a minimum increase of 2%, whichever is higher. Employee who received a wage increase on March 1, 2021 shall not be eligible for the 2% increase unless their increase was less than 2%, in which case they will be topped up to 2%.

b. On March 1, 2022, each bargaining unit employee shall receive a minimum wage increase of 2%. Employees on personal service contracts who received an increase of 2% or higher in the 12 months preceding March 1, 2022 shall not receive this increase.

c. On March 1, 2023, each bargaining unit employee shall receive a minimum wage increase of 2%. Employees on personal service contracts who received an increase of 2% or higher in the 12 months preceding March 1, 2023 shall not receive this increase.

d. For the avoidance of doubt, the Company in its sole discretion may elect to withhold a 2% salary increase to any employee who is under disciplinary review or performance management. The granting of equity/incentive mix shall continue to remain at the sole and complete discretion of the Company pursuant to the terms & conditions governing the equity/incentive mix plan(s) and, for the avoidance of doubt, shall not be subject to the grievance and arbitration provisions contained herein.

11. Benefits and Leave

Bargaining unit employees shall continue to receive the same level of medical, health, dental, and vision benefits, the same family forming, 401(k), FSA, commuter, Short-term disability, Long-term disability, and Life insurance benefits, and all existing time off policies, as they received and existed at the time of ratification. Such benefits shall continue to be provided on the same basis and under the same terms and conditions as existed at the time of ratification of this Agreement, and shall not change during the life of this Agreement.

12. Comp Time

In keeping with current practice, exempt bargaining unit employees shall receive compensatory time off when scheduled to work on a regular day off or on a holiday. In such circumstances, the Company and the employee shall schedule an alternative day off for the employee. In addition, exempt bargaining unit employees who work unusually long hours in response to unplanned events shall receive additional time off to be scheduled with their manager.

13. Promotions

A. Once every six months, bargaining unit employees shall meet with their supervisor to discuss the employee's performance and career development. During this meeting, a bargaining unit employee may formally apply for or request a promotion that will be considered during the next promotion cycle. If they are not offered the role or promotion, they may request written feedback on their application or request from their direct supervisor within ten (10) business days. Upon providing such feedback, the Company does not have to provide additional feedback for a promotion that is not agreed upon for six (6) months following the original request. This provision shall not be subject to the arbitration provisions of this Agreement.

B. At the request of an employee, the Company will inform the employee of any minimum qualifications (including tenure, skills, responsibilities, if applicable) for a job to which the

employee may aspire. 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 the sole discretion of the Company.

C. After three years in the role of an Audio Production Assistant, Editorial Assistant, Fact Checker, Production Assistant, Social Content Assistant, Associate Staff Writer, Assistant Editor, Associate Audio Producer, Associate Video Producer, or Social Content Coordinator, employees who are not on a performance management plan shall be considered for a promotion from (i) Audio Production Assistant or Production Assistant to Associate Video Producer or Associate Audio Producer; (ii) Editorial Assistant or Fact Checker to Assistant Editor or Associate Staff Writer; (iii) Social Content Assistant to Social Content Coordinator; (iv) Associate Staff Writer to Staff Writer; (v) Assistant Editor to Associate Editor; (vi) Associate Audio Producer to Audio Producer; (vii) Associate Video Producer to Video Producer, or (viii) Social Content Coordinator to Social Content Producer, on the promotion cycle no later than following their third anniversary of being in that role with the Company. If the promotion is not granted, the employee shall be provided with an explanation as to why, and what steps the employee should take to obtain the promotion during the following cycle. Management's explanation shall not be arbitrary or capricious. At each ensuing six (6) month promotion cycle, that employee will be reconsidered for the promotion.

14. Flexibility

Employees under certain circumstances, whose jobs accommodate for such arrangements, may, with the approval of their manager, work remotely instead of physically traveling to the Company's office, based on factors such as availability of work that can be performed remotely, position, job duties, job performance, pending disciplinary issues, and related work skills.

15. Discipline and Discharge

A. All bargaining unit employees shall be subject to a ninety (90) day probationary period, during which the Company has the sole discretion to terminate employment. No severance pay shall be due for a termination under section (A).

B. The Company shall have the right to discipline, demote, suspend, or discharge a bargaining unit employee for just cause (subject to sections (A), (C) and (D) of this Article 15), which shall include but is specifically not limited to:

- i. Misconduct;
- ii. Poor work performance that is not subject to section (D) below;
- iii. Unsuccessful completion of a performance improvement plan ("PIP") for at least forty-five (45) days;
- iv. Insubordination or other failure to perform assigned job duties; and/or
- v. Failure to comply with Company policies or procedures;

In addition to any other evidence or justification, the Company may demonstrate that it has just cause through the use of progressive discipline. In such circumstance, however, the Union reserves the right to assert that other elements of just cause have not been met, including, but not limited to, evidence of disparate treatment or the failure to properly investigate the allegations that gave rise to the discipline at issue.

The Company shall follow the principles of progressive discipline for terminations under this section (B). However, the Company reserves the right to combine or skip steps depending on the circumstances of each situation and the nature of the offense. The Union reserves the right to challenge the Company's combining or skipping steps as violative of progressive discipline.

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

C. The Company shall have the right to immediately discharge a bargaining unit employee for gross misconduct, without applying the principles of progressive discipline, which shall include but are specifically not limited to: 1) theft; 2) fraud; 3) gross insubordination; 4) embezzlement; 5) misappropriation, or reckless or willful destruction of Company property; 6) physical violence or threats of physical violence; 7) plagiarism or fabrication; 8) sexual or other harassment in the workplace; 9) flagrant professional misconduct. This could include conduct that occurred at a prior workplace but was discovered by the Company during employment with the Company. If the Union chooses to arbitrate a termination for gross misconduct, the only question for the arbitrator will be whether the employee engaged in gross misconduct. A bargaining unit employee discharged for an offense referenced in this section (C) shall not be entitled to severance pay.

D. The Company shall have the right to discharge or otherwise discipline a bargaining unit employee, if, in the Company's sole judgment, the bargaining unit employee does not meet the Company's subjective standards for editorial, project, or creative content, editorial, project, or creative quality, editorial, project or creative judgment, editorial, project or creative output, professional journalistic ethics, or any other reason related to creative output, provided the bargaining unit employee has received prior written notice of the issue and has been given at least four (4) weeks to improve, or four (4) weeks pay in lieu of notice. Such decisions shall not be reviewable through the grievance and arbitration procedure, other than to establish that the decision was made for one of these editorial or creative reasons. If that is the case, the arbitrator may under no circumstances substitute their judgment for the editorial, project or creative 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 (D) and not under any other provision of this Agreement. If a discharge is so designated, the bargaining unit employee shall be entitled to severance pay in accordance with the terms of Article 16.

E. It is further understood that notwithstanding any of the above, for any employee hired on a project or fixed-term basis, the employment may end at the end of the project or fixed-term period without any restrictions or any further obligations by the Company.

Subject to the provisions of this Article 15, nothing herein shall limit the right of the Company to terminate an employee for non-discriminatory reasons due to any decisions reserved to management by Article 7 of this Agreement (Management Rights), including a reduction in force, layoff, position elimination (including through a change in editorial direction), which shall be subject to the severance pay requirements in accordance with the terms of Article 16 (Layoffs and Severance).

16. Layoffs and Severance

A. Any bargaining unit employee who is laid off (“Laid Off Unit Employee”) for economic or other reasons, shall, subject to execution of a standard Company separation agreement, receive gross severance based on years of service (chart below).

B. Any bargaining unit employee who is discharged under section (D) of Article 15 (Discipline and Discharge) shall, subject to execution of a standard Company separation agreement, receive gross severance based on years of service (chart below).

Years of Service	(A) Weeks of severance	(B) Weeks of severance
Less than 1 yr	11	7
1 full yr	12	8
2 full yrs	12	8
3 full yrs	13	9
4 full yrs	14	10
5 full yrs	16	12
6+ full yrs	18	14

C. All severance payments shall be paid as a lump payment.

D. Any bargaining unit employee who receives severance pursuant to paragraphs (A) and (B), and who was receiving medical, dental and vision benefits through the Company shall receive, by separate lump sum payment, the monetary equivalent of the Employer’s share of the monthly premium, plus the full administrative surcharge, for the portion of the severance period for which they are no longer receiving Company benefits. While terminated bargaining unit employees are responsible for paying the full monthly amount to the carrier, the lump sum payment shall be adjusted for taxes so that the terminated employee’s monthly out of pocket financial share of health insurance premium is the same as their out-of-pocket financial share of premiums during employment.

E. Terminated bargaining unit employees may link to published Work Product.

17. Health and Safety and Anti-Harassment

A. Consistent with current practice, no employee will be required to work in an objectively abnormally dangerous work environment. Any employee who has concerns regarding any assignment the employee considers to be unsafe or otherwise is concerned will create a health risk to the employee, may address that concern freely with their supervisor, and, upon request, the Editor-In-Chief. At the Company's discretion, an HR representative may participate in such conversation. At the employee's request, a shop steward may participate in such conversation. Good-faith consideration will be given to any concerns raised. No employee will be retaliated against for presenting any such concerns in good faith.

B. The Company shall provide a professional work environment for all bargaining unit employees in which sexual, racial, gender-based and other types of harassment shall be strictly prohibited. Accordingly, the Company shall continue to enforce all of the terms set forth in the The Ringer Employee Handbook pertaining to such prohibitions the "Anti-Harassment Handbook Terms"), and such terms shall be incorporated by reference herein. The Union shall be notified in advance of any material changes to the Anti-Harassment Handbook Terms during the term of this Agreement. Any changes to the Anti-Harassment Handbook Terms shall be incorporated by reference herein. Additionally, the following terms shall be applicable to all bargaining unit employees:

a. A bargaining unit employee who commences a claim under the Anti-Harassment Handbook Terms shall have the right to bring a Union-employed representative with them to meet with the Company to initiate the claim. Subsequently, the employee shall have the right to be accompanied by a Union-employed representative at any meetings with the Company concerning the claim. The Company may require the Union-employed representative to sign a Non-Disclosure Agreement in that regard. Any Union-employed representative who accompanies an employee initiating a claim, or any Union representative who participates subsequent to the initial meeting, may not be involved in any way in representing an employee against whom a complaint has been made.

b. The Company shall provide a written report within thirty (30) calendar days to a bargaining unit employee who initiates a claim covered under the Anti-Harassment Handbook Terms as to the outcome of the investigation. The Company may, in good faith, request additional time, up to an additional sixty (60) calendar days, to provide its written report. Such report shall also include what investigative actions (including any remedial actions taken in response to the claim) the Company is taking in response to the claim. The employee shall not publicly share this written report.

c. The time deadline for filing a grievance alleging a violation of the anti-harassment policy in Article 5 shall not apply; rather, grievances alleging a violation of the anti-harassment policy shall be subject to the legal statute of limitations applicable to such claims. However, such statute of limitation shall be tolled during any period of time when the Company intentionally withholds information relevant to the employee's determination as to whether to file a grievance.

d. In the event that the Company determines to issue a public statement concerning a violation of its anti-harassment policy that involves an individual who regularly interacts with bargaining unit employees, it shall first provide reasonable advance notice of such action to the bargaining unit.

18. Professional Development

The Company shall continue to provide appropriate training for bargaining unit employees to perform their required job duties.

Full-time bargaining unit employees may continue to request to attend relevant professional development opportunities. The Company shall continue to evaluate and approve such requests on a case-by-case basis. The Company may approve attendance at such opportunities but not necessarily covering the cost of the opportunity. Employee's compensation shall be kept whole for participation in approved professional development classes or conferences.

19. Appropriate Work Resources

A. Bargaining unit employees may request that the Company provide access to industry-related online paywalls and subscriptions that are directly relevant to their job duties. Such requests shall be given due consideration by the Company and will not be arbitrarily denied. Decisions shall be based in part upon the Company's evaluation of the direct need for the request, the costs associated with the request, and the discretion of the Company as to the need for any associated project. The Company may seek alternative methods of fulfilling such requests, for example, the purchase of group subscriptions.

B. The Company shall reimburse employees for approved work-related expenses incurred in the performance of their duties, within two (2) weeks of their submission, so long as the expenses are submitted within two (2) weeks of their occurrence. Expenses not submitted within two (2) weeks of their occurrence shall be reimbursed within a reasonable time period.

C. Upon request of an employee, the Company shall continue to book and pay for travel lodging, accommodations and transportation. Upon request, the Company shall also directly pay for approved work-related expenses for which the entirety of the expense is work related.

D. Upon request, the Company shall provide business cards for employees whose job reasonably requires such a business card.

E. In addition to other expenses, employees shall be reimbursed at IRS rates for mileage for work related travel, except that in Los Angeles, employees shall be reimbursed at IRS rates for mileage for work related travel to locations outside of a thirty-mile radius with the Los Angeles office as the center. The Company shall also reimburse for work related parking expenses for approved work away from the office.

20. Outside Work

Bargaining unit employees will be subject to the attached Side Business policy on the same basis as non-unit employees. The Company shall respond to the form within ten (10) business days. A failure to respond constitutes approval. The Company shall abide by the terms of the side business form in determining approval. If the Company changes the Side Business Form, management shall negotiate with the union over such changes.

21. Book Rights

Bargaining unit employees may make a request to the Company for the right to license from the Company work created for the Company in a book authorized under the side business policy.

Bargaining unit employees who have been authorized to write a book under the side business policy shall be able to request that the Company grant an unpaid book leave with benefits. This may also include working for the Company part time for an extended period. It shall be in the Company's discretion as to whether to grant the leave. This shall not be subject to the grievance and arbitration provisions of this Agreement.

22. Credits and Masthead

A. Credits: Employees shall continue to receive credits for written work consistent with industry practice.

For content created after the effective date of this Agreement, the Employer shall continue to provide illustration credits for art department employees who create wholly original works.

For content created after the effective date of this Agreement, the Employer shall provide end credits to bargaining unit employees who work on pre-production, production and post-production for original videos longer than three (3) minutes that are not based upon other published work (e.g. podcast breakouts). The Company shall determine the appropriate credits in consultation with the employee. This paragraph shall not be subject to arbitration.

For content created after the effective date of this Agreement, the Employer shall provide bargaining unit employees who contribute to audio content credits written within the show description. The Company shall determine the appropriate credit in consultation with the employee (e.g., engineered by, edited by, etc.). The Employer shall make commercially reasonable efforts to include spoken credits at the outro of the show for bargaining unit employees who contribute to the audio content. Upon request, if the Employer is unable to provide audible credits, the Employer shall provide a written rationale to the union. This paragraph shall not be subject to arbitration.

B. Masthead: Within sixty (60) days of ratification, the Company shall display a masthead with a list of current employees and titles.

23. Editorial Standards

A. In accordance with the current practice, decisions about whether to publish or remove editorial content (e.g. articles; videos; podcasts; social media posts, excluding advertising content; or other non-advertising content) for which the Company controls publishing rights, is created by bargaining unit employees, and is for dissemination on The Ringer-owned and -operated digital platforms, or other distribution channels controlled by The Ringer, subject to the direction of the platform itself, (e.g., The Ringer's operated Facebook, Twitter, Instagram and YouTube accounts)(defined for the purposes of this Article as "Editorial Content"), including modifications of the aforementioned Editorial Content, shall not be made by those outside of the editorial leadership structure (which currently includes the CEO – Bill Simmons), except that it shall be subject to review and direction for legal, compliance, and use considerations, and review and input for technology-related considerations. If the CEO is outside the editorial leadership structure, the CEO may make decisions about whether to publish or remove editorial content for legitimate business reasons, and, shall not decline to publish Editorial Content, or shall not remove or modify Editorial Content, due to a request, from a third party that is based on said third party's business considerations.

B. Bargaining unit employees shall not be reassigned to a different beat or assignment based solely on a request from an advertiser, sponsor, outside investor, or entity that is a subject of the employee's reporting.

C. All content that fits the FTC definition of "Native Advertising" shall be labeled and identified in compliance with applicable law. This provision shall be subject to the grievance provisions of this Agreement, but not the arbitration provisions of this Agreement. Should the issue not be resolved via the grievance process, further legal remedy may be sought.

D. "Branded Content": Bargaining unit employees who will receive a byline for written work or appear in a podcast or video shall not be required to write content or appear in a podcast or video for which an advertiser or sponsor has the authority to alter the editorial content in the published work.

E. Bargaining unit employees who appear on podcasts or video are expected to perform live reads or custom segments. Consistent with current practice, if an employee, for a deeply held personal belief, objects to a specific live read or custom segment, they may express that objection to the Company, and the Company will make commercially reasonable efforts to find an alternative that does not create the same objection. For the avoidance of doubt, live reads and custom segments are not subject to the restrictions in Section A and D above.

F. Within ninety (90) days of ratification, the Company shall create a policy regarding advertisers and sponsored content and publicize the policy on the website.

G. Bargaining unit employees shall not be assigned to create journalistic content that is demonstrably false, or may be reasonably construed to violate ethical journalistic standards.

24. Workplace Transparency

The Company shall provide the Union with a form that employees can use to anonymously review their supervisor or manager. Should an employee wish to complete such a review, they will request the form from the Union, and return it to the Union, which will then forward the form to a designated Company representative.

25. Contractors and Third-Party Payroll Providers

As it is not the Company's intent to use Contractors or employees of Third-Party Payroll Providers to circumvent the bargaining unit, and as it is also not the Union's intent to prevent the Company from using Contractors or employees of Third-Party Payroll Providers, the parties agree to the following approach to Contractors. After an individual paid by 1099 or by a Third Party Payroll Provider (e.g. Target-CW), who is performing work that is substantially similar to that performed by bargaining unit employees, has worked at the direction of the Company for 220 days (defined as a period of work in excess of six (6) hours in a day) or written 70 pieces over a rolling twelve (12) month period, the individual will be offered a one-time opportunity to become an employee of the Company, or to remain a contractor paid by 1099 (if permitted by law) or employed by the Third-Party Payroll Provider. Every three (3) months thereafter, the individual may request that the Company review their status to determine whether they have worked 220 days during the twelve (12) month period prior to the request.

If the individual opts to remain a contractor or employee of a Third-Party Payroll Provider, they will be afforded an opportunity after an additional twelve (12) months in which they are directed to work 220 days, to choose to become an employee of the Company. The Company will not terminate or not renew such individuals for the sole purpose of circumventing this provision.

26. Individual Employment Agreements

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

- a. All existing At-Will employment provisions shall be deemed modified by Article 15 of this Collective Bargaining Agreement. All future provisions shall comply with Article 15 of this Collective Bargaining Agreement.
- b. All post-employment Non-Compete obligations in existence at the time of ratification shall be deleted in their entirety, except that the Company may negotiate for a post-employment non-compete for any employee earning more than \$155K annualized per year.
- c. All mandatory arbitration provisions shall be deleted in their entirety.

d. Each individual employment agreement shall be amended to include the following provision: "Nothing in this Agreement prohibits employees from exercising their rights under Section 7 of the NLRA.

27. Office Relocation

If the Company moves any of its employees to a new office space that is within a thirty (30) mile radius of the current office locations maintained in Los Angeles or New York, 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 30% of bargaining unit employees are moving in that location, 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 a thirty (30) mile radius, if the Employer moves more than 30% of the bargaining unit employees to a new office space, the Employer shall notify the union at least three (3) months in advance of the move, or as much notice as is practicable given the circumstances of the move in that location. In the event of a move beyond city limits, the Employer shall discuss the effects of the move with the union. The Company shall continue its practice of making commercially reasonable efforts to provide gender-neutral lavatories at all of its office facilities.

28. 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, the Company shall defend and provide legal counsel for the employee for the duration of the suit at the Company's expense. Final selection of such counsel will be at the discretion of the Company. The Company 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 their specific duties, the employee should reach out to their manager and the legal team.

29. Miscellaneous

A. The Company shall provide laptops and cell phones to bargaining unit employees on the same terms and conditions as non-unit employees.

B. Rest Breaks: Employees shall be provided rest breaks in accord with applicable law.

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

30. Term of Agreement and Negotiations

A. This Agreement shall be effective as of DATE OF RATIFICATION and shall continue in full force and effect up to and effect up to and including February 29, 2024 and shall continue from year to year thereafter unless either of the parties hereto shall give to the other sixty (60) days' notice prior to its original termination date and prior to the end of any subsequent year of an intention to terminate the Agreement.

B. In the event of an inadvertent failure by either party to give the notice set forth in Section A of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of the Agreement. If notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

Writers Guild of America, East

The Ringer.com LLC

Lowell Peterson, Executive Director

Geoff Chow, Managing Director

Date: _____

Date: _____