

COLLECTIVE BARGAINING AGREEMENT BETWEEN WRITERS GUILD OF AMERICA, EAST, INC. AND LEMONADA MEDIA, INC.

1. RECOGNITION

Lemonada Media, Inc. (the “Company”) recognizes the Writers Guild of America, East, Inc. (the “Guild” or “Union”) as the exclusive collective bargaining representative within the meaning of Section 9(a) of the National Labor Relations Act (the “NLRA”) of a unit of full-time and regular part-time employees in the following job titles: Senior Producers, Supervising Producers, Producers, Producer/Engineers, Associate Producers, Assistant Producers, Lead Engineers, Engineers, and Associate Engineers (the “Employee(s)”).

Excluded from Guild are all other employees including managers, independent contractors and the following positions as defined by the NLRA or the National Labor Relations Board, as applicable: guards, supervisors, and confidential employees.

2. UNION SECURITY

1. Except where prohibited by law, the Company agrees that it will not continue any Employee in its employ under this collective bargaining agreement (the “Agreement”) unless they are a member in good standing of the Guild, has made application for membership in the Guild 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.
2. Except where prohibited by law, 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, upon written request by the Guild and with 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 such written notification, continues to refuse to tender initiation fees and/or dues, the Company shall issue a written warning indicating that the Employee will be subject to discharge unless such dues and/or fees are tendered within thirty (30) days after such written warning is received by the Employee. Failure to comply with the written warning within thirty (30) days will result in discharge.
3. 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:
 - a. Membership in the Guild was not available to such Employee on the same terms and conditions generally applicable to other members; or

- b. Such Employee's membership in good standing in the Guild was denied or terminated for reasons other than failure of the Employee to tender periodic dues and initiation fees uniformly required by the Guild as a condition of acquiring or retaining membership in good standing.
4. The Guild will hold harmless, defend and indemnify the Company and its agents, and assigns with respect to any and all claims, suits, judgments, liabilities, costs and expenses, including attorneys' fees, arising out of or in connection with any action taken by the Company pursuant to the provisions of this Article. The Company will make deductions from an Employee's wages in accordance with the Employee's written authorization and dues schedules certified by the Guild. However, the Company assumes no responsibility either to the Employee or the Guild in the event that, through inadvertence or error, it fails to make such deductions in any instance.

3. DUES CHECK-OFF

1. 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. An Employee's change to a non-bargaining unit position automatically revokes the Employee's dues or agency fee check-off authorization.

WRITERS GUILD OF AMERICA

"I, the undersigned, hereby authorize and direct Lemonada Media to checkoff from my wages every pay period union membership dues and assessments uniformly required as well as initiation fees, if owing, as promulgated by the Guild 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:_____

2. Dues shall be deducted on each payday. The Company agrees to furnish the Guild at the time it remits the dues a roster of all Employees’ names, job title, weekly rate of pay, date of employment and fees/dues deducted. To the extent permitted by federal, state and local laws and to the extent this information was provided to Company, the Company further agrees to furnish the Guild a roster of Employees’ dates of birth; addresses, personal emails and cell phone numbers on a monthly basis. Any list required hereunder that contains personal information such as social security numbers shall be transmitted to the Guild in a secured electronic form in the format agreed to between the Company and the Guild. The Company shall provide to the Guild the name, title, e-mail address, and telephone number of the contact information for those responsible for each dues/initiation fees remittance list to be submitted pursuant to this Article who can directly authorize and produce such electronic transmission.
3. The Company shall not be required to attempt to recover unpaid dues or initiation fees from Employees for any reason, including, but not limited to, those who have terminated employment and received their last wages prior to the receipt of the request.
4. The Company shall be relieved from making such “check-off” deductions upon: (a) termination of employment; (b) transfer to a job other than one covered by the bargaining unit; (c) lay-off from work; (d) an agreed leave of absence; or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences in section (b) - (d) and upon Employee executing a new check-off authorization upon returning, the Company will resume the obligation of making said deductions. Should the agreed leave of absence be for a definite amount of time (e.g., pregnancy, injury, illness, surgery), the Employee will not be requested by Company to execute a new check-off authorization for such deductions to resume upon their return. For the avoidance of doubt, an Employee may change or terminate their check-off authorization at their discretion.
5. The Company shall not be obliged to make deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.
6. Once funds are remitted to the Guild, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Guild. It is specifically agreed that the Company assumes no obligation, financial or otherwise, arising out of compliance with the provisions of this Article, and the Guild hereby agrees that it will indemnify and hold the Company harmless from any and all claims,

demands, suits, judgments, actions or proceedings by any Employee arising from deductions made by the Company hereunder. The Guild shall indemnify, defend, and save the Company harmless against any and all claims, demands, suits, judgments, actions, or terms of liability that shall arise out of and by reason of an action taken by the Company in reliance upon any payroll deduction card(s) submitted to the Company.

4. LABOR MANAGEMENT COMMITTEE

Within ninety (90) days following execution of this Agreement, the Company and the Union will establish a Joint Labor-Management Committee which will meet quarterly, with the option to meet sooner upon reasonable request by either party for the purpose of discussing Employee ideas and matters affecting relations between the parties. The Labor Management Committee shall include at least two (2) Employees and two (2) members of the Company's Executive Leadership Team.

As an advisory committee, the committee shall have no authority to implement changes in Company policies or practices, to modify this Agreement, or to bind any party to any agreement.

5. GRIEVANCE AND ARBITRATION

1. Except as specifically excluded elsewhere in this Agreement and/or in this Article, any complaint, controversy, dispute, or claim between the parties hereto arising during the term of this Agreement with respect to this Agreement's terms, its interpretation, or any alleged breach or improper application thereof (herein, collectively, a "grievance" or "grievances") shall be discussed promptly and in good faith by the designated representatives of the parties in an effort to attain an amicable resolution. If no amicable resolution is reached, the grievance shall be processed and disposed of as follows:
 - a. **Step 1:** All grievance shall be submitted in writing to the non-grieving party (if the non-grieving party is the Company, the grievance shall be submitted to HR) within sixty (60) calendar days of the facts giving rise to the grievance, or on the date on which the grieving party should reasonably have been known of the circumstances giving rise to the grievance. The grievance shall state in full the exact nature of the complaint, the specific provision(s) of this Agreement alleged to have been violated, and the specific nature of the relief sought. The Company and a representative of the Guild shall meet within ten (10) business days of the filing to discuss the grievance. The Company shall have ten (10) business days thereafter to deliver its initial decision to the Guild. Every effort will be made to resolve the grievance at this level.
2. **Step 2:** If the grievance is not resolved in Step 1, the grieving party may submit a written demand for arbitration to the non-grieving party (if the non-grieving party

is the Company, the grievance shall be submitted to HR) within sixty (60) calendar days of the Guild's receipt of the Company's response. The written demand for arbitration shall fully describe the specific issues(s) and specific provision(s) of the Agreement to be arbitrated, as well as the specific relief sought. The Company and the Guild shall first endeavor to agree upon a mutually acceptable arbitrator. If the parties are unable to agree to a mutually acceptable arbitrator within thirty (30) business days after a written request to arbitrate, the grieving party may submit the grievance to the American Arbitration Association ("AAA"). The Company and the Guild shall select the arbitrator, by mutual agreement, from lists submitted to them by AAA, and the arbitration will be conducted in accordance with the then current AAA Labor Arbitration Rules. The arbitrator's decision will be final and binding on the parties. The fees and expenses of any arbitrator will be shared equally by the parties.

The term "business days" as used in this Article does not include Saturdays, Sundays, Holidays recognized by the Company, or Company hiatuses of more than two (2) business days.

3. **Arbitrator's Powers:** The arbitrator shall have jurisdiction and authority solely to interpret, apply, and/or determine the meaning of any provision of this Agreement. The arbitrator will not have any power to add to, subtract from, or otherwise amend this Agreement. The arbitrator must strictly construe all grievance and arbitration requirements and timelines set forth in this Agreement, and any matter not submitted to the arbitrator in accordance with the requirements set forth herein and in a timely manner shall be deemed resolved and permanently barred from grievance and/or arbitration under this Agreement. 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 a court of competent jurisdiction to confirm or vacate an award according to law. Any matters left to the discretion of the Company (including without limitation those enumerated in the management rights clause) throughout this Agreement, and matters left unrestricted by any contract provision, shall not be subject to arbitration.

Timelines: The timelines set forth in this Article may be extended by mutual agreement of the parties in writing. Absent extension, failure to file or process a grievance, or failure to move a grievance to arbitration, within the time periods set forth in this Article shall constitute a waiver of the grievance, except in cases of harassment or discrimination, where statutory limitations shall be the sole timeline constraint. In any event, grievance and arbitration proceedings shall commence no later than two (2) years after the occurrence of the facts upon which the grievance is based.

6. NON-DISCRIMINATION, ACCOMMODATIONS, HEALTH AND SAFETY

Employees will not be discriminated against based on race, ethnicity, creed, color, national origin, citizenship or immigration status (except as required by law), native language or dialect, sex (including pregnancy), age, disability, marital and/or parental status, sexual orientation, religion, gender identity, gender expression, veteran status, Union activity, or any other factor protected by applicable law.

The Company is committed to providing a work environment free from discrimination and harassment, including sexual harassment.

The Company complies with all applicable federal, state and local laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy and childbirth. Consistent with this commitment, the Company will make good faith efforts to provide reasonable accommodations to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the Company. Should the Company determine in its sole discretion that a proposed reasonable accommodation would create an undue hardship, the Company shall inform the Employee in writing. Where a reasonable accommodation request has been denied, the Company may suggest reasonable alternative accommodations.

If an Employee requires an accommodation because of a disability, it is the Employee's responsibility to notify Human Resources ("HR"). Employee may be asked to include relevant information such as:

- The reason they need an accommodation.
- A description of the proposed accommodation.
- How the accommodation will help them perform the essential functions of the job.

After receiving the request, the Company will engage in an interactive dialogue to determine the precise limitations of the disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, the Company may need permission to obtain additional information from Employee's medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

The Company encourages employees to suggest specific reasonable accommodations that would allow them to perform their job. However, the Company is not required to make the specific accommodation requested, and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

Where state or local law provides greater protections to Employees than federal law, the Company will apply the law that provides the greatest benefit to Employees.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by federal, state and local law.

The Company will not discriminate or retaliate against Employees for requesting reasonable disability accommodations.

1. The Company shall continue to provide access to an Employee Assistance Program, as long as it is available as part of the Company's selected health care plan, which shall provide access to licensed mental health professionals for consultation, information, assistance, and resources for a variety of concerns. Information regarding the Employee Assistance Program shall be provided to Employees during the onboarding process. Such information shall be once again provided to the affected Employee if the Company determines that an Employee experienced an unsafe work environment.
2. Employees requesting a reasonable accommodation or seeking additional information on accommodations may request to have a Guild representative (stewards, Guild paid staff) to attend meetings or initiate a request on their behalf. Employees will provide reasonable advance notice to HR and/or their manager, if a Guild representative is joining the meeting.
3. Meetings with HR to discuss medical accommodations shall not be required to be reported, nor made up during the work day.

Lactating Employees will be provided reasonable break time each day to express breast milk for their nursing child. Lactating Employees will not be required to report the time that they take to pump, nor shall such Employees be required to make up time spent expressing breast milk. The Company prohibits discrimination against any Employee for exercising their rights under this policy. Employees acknowledge that while the Company is remote, the work from home policy provides reasonable accommodations for expressing breast milk and/or nursing their child.

The Company shall provide timely adjustments to Company documentation regarding name changes or pronoun usage.

The Company shall provide reasonable notice to Employees and the Guild if the Company establishes a new, official home office (excluding co-working or sublet

spaces). If a new, official home office is established, the Company and the Guild will meet at a mutually agreeable time to discuss in good faith on the potential impact on the Employees, including the feasibility of access to gender neutral lavatories.

Subject to the below conditions, this provision does not waive an Employees 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 substantially similar laws, rules, or regulations.

If an alleged violation of this Article is not resolved by the Guild's filing and processing of a grievance under this Agreement, aggrieved Employee or Employees must choose to either pursue this matter through the arbitration provisions of this Agreement (with a AAA panel of employment as opposed to labor arbitrators) or in a court of competent jurisdiction, but the Employee or Employees cannot pursue both. If the Employee or Employees select arbitration as the forum for their own private discrimination claims, they may be represented by counsel of their own choosing and at their own expense. 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 is filed in court, no arbitration based on allegations arising out of or relating to the same operative facts shall be pursued.

To the extent required by federal, state, or local law, nothing in this Article shall be interpreted as limiting an Employee's right to file a charge of discrimination with any federal, state, or local government agency having authority to investigate alleged violations of applicable anti-discrimination laws.

7. ANTI-HARASSMENT AND MUTUAL RESPECT

1. The Company shall not tolerate harassment. The Company shall continue to enforce its anti-harassment policy and ensure that the policy is available to all Employees.
2. The Company will make meaningful good faith efforts to ensure a safe and secure workplace, including protection against workplace harassment of the Employees in all work assignment locations, inclusive of Company's online platforms. If an Employee has concerns regarding harassment, they should immediately contact their manager or the Company's HR team. Should an Employee have an

immediate workplace harassment concern, the Employee shall provide a written statement to the Company articulating their concerns and the Company and Employee shall promptly discuss their concerns after the Company's receipt of such notice. The Company will not discipline Employees for waiting for further instruction from management or HR provided that Company determines the Employee's decision to wait was reasonable under the circumstances.

3. During the period of investigation for harassment complaints, the Company shall make good faith efforts to minimize contact between the affected parties. The Company's remedies could include reassignments and where reassignment is deemed appropriate at the sole discretion of the Company, where possible, the Company shall prioritize reassigning the person who is under investigation. The Company prohibits retaliation for Employees bringing forward harassment or mutual respect concerns.
4. At their sole and complete discretion, Employees may bring a Guild representative with them to meetings regarding harassment and/or discrimination investigations and complaints. Should a Guild representative accompany an Employee to such a meeting, the Guild representative must sign a non-disclosure agreement ("NDA"). Any Guild representative who accompanies a complaining Employee may not be involved in any way in representing an Employee against whom a complaint has been made. The Guild will provide reasonable advance notice to the Company if a Guild representative will be present.
 1. Should an Employee initiate a claim of harassment, the Company will investigate the claim and provide the Employee with a written report of the outcome within 30 days. Such a report shall also include what investigative actions (including any remedial actions) the Company is taking in response to the claim, if any.
 2. The Company shall make reasonable efforts to ensure confidentiality and protection from retaliation for Employees bringing harassment or discrimination claims.
 3. The Company shall not require an employee to sign any NDA or other similar agreement specifically regarding harassment or discrimination complaints, though the Company may nevertheless condition any settlement, agreement, or other resolution of complaint on prohibitions on (i) the disclosure of the terms of the settlement, including any financial provisions; and (ii) the disclosure of trade secrets, proprietary

information, and confidential information.; and (iii) non-disparagement of the reputation of the Company, its customers, and its affiliates or any of their officers, directors, employees, or agents to the extent permitted under federal law provided such NDA is mutually accepted by the Guild and the Company.

5. The Company and the Guild agree that mutual respect between and among managers, employees, co-workers and supervisors is integral to the efficient conduct of the Company's business.
 1. Behaviors that contribute to a hostile, humiliating or intimidating work environment, including abusive language or behavior, are unacceptable and will not be tolerated.
 2. The Company shall prioritize confidentiality for Employees bringing mutual respect complaints to the extent permitted by law. No Employee shall be subject to discrimination or retaliation who, in good faith, files a complaint, gives a statement, or otherwise participates in the administration of this process.
 3. Nothing in this Article prevents an Employee from seeking legal remedy but any legal remedy sought is subject to the Non-Discrimination and Grievance and Arbitration provisions in this Agreement.

8. DIVERSITY, EQUITY, AND INCLUSION

The Company and Employees share a belief that a diverse workplace makes the Company's output and business stronger. In addition to its own initiatives, the Company shall consider suggestions from the Diversity Committee regarding recruitment, retention, advancement and/or composition of the bargaining unit, as laid out below.

Within 90 days of the execution of this Agreement, the parties will establish a Diversity Committee to which up to three (3) members of the bargaining unit and three (3) members of management shall participate. The Company and Diversity Committee may establish a rotating participation system to allow for more staff to participate. The Diversity Committee shall make good faith efforts to meet quarterly with the option to convene as needed to discuss issues relevant to the promotion of a diverse workforce including, but not limited to, recruitment, retention, training, advancement, mentorship, the composition of the current bargaining unit, internal promotions, and compensation issues related to Employees.

Company to fund Diversity Committee initiatives, with each expense approved by Company, up to \$3,000 per year.

On-Boarding

The Company shall, within federal and state limitations, include within the onboarding process an opportunity for newly hired Employees to voluntarily self-report if they are a member of a community traditionally underrepresented in podcasting, which shall be defined as people who identify as BIPOC, as a member of the LGBTQIA+ community, and/or as having a federally recognized disability under federal or state law.

The Company shall endeavor to inform Employees of any open bargaining unit job positions prior to posting the position, and eligible internal candidates may be interviewed provided that such eligibility is determined by the Company. There is no obligation for the Company to hire an internal candidate for any open bargaining unit position. Such open positions shall be posted internally for up to two (2) weeks before being posted publicly.

Bargaining unit job postings will include "this is a position covered under a collective bargaining agreement between Lemonada Media and the Writers Guild of America East."

The Company will continue to make unconscious bias training mandatory all for Employees including managers. For the avoidance of doubt, trainings provided by the Company's PEO or related service providers are sufficient.

Information and Data

Provided it is not prohibited by federal, state or local laws, within ninety (90) days of ratification of this agreement, the Company will conduct a confidential survey and make available to the Employees a report of demographics of the bargaining unit based on voluntary self-identified information. The Company shall ask the Employees to voluntarily self-identify the following categories: race/ethnicity (e.g., BIPOC), sexual orientation (e.g., LGBTQIA+ community status), gender identity, age, and disability status. The survey will be taken annually thereafter. The Company will provide Employee self-reported demographic information (i.e. gender, race) upon reasonable request by the Guild.

Upon reasonable request, not to exceed more than once every six months, the Company shall provide the Diversity Committee the following information: a list of bargaining unit

positions open to external candidates within the last six months and a list of places where said open positions are posted, circulated or otherwise disseminated (e.g., websites, listservs, social media groups). Such request may also include information regarding any specific activities being undertaken to recruit diverse target recruiting applicants from groups traditionally underrepresented in podcasting. The Company shall be granted sufficient and reasonable time to fulfill such requests.

Sensitivity Reads

Employees shall not be required to work on sensitivity reads outside of the scope of their regular assignments.

9. OUTSIDE WORK

1. Employees may perform outside podcasting work, including without limitation, for podcasting competitors, auxiliary podcasting work, or podcast support work including video podcasting (“Podcasting Work”), only after obtaining prior written approval from the Company. Written approval shall be granted at Company’s sole discretion within five (5) business days of the request.
2. Approved Podcasting Work must be conducted outside of normal Company working hours and cannot interfere with the Employee’s performance of job duties for the Company. Employees cannot use Company’s relationships, trade secrets, confidential or proprietary information to promote work outside of Company. Employees cannot use Company equipment, confidential, proprietary or trade secret information and/or materials gained in the course of employment at the Company in any outside work without written consent.
3. For outside work that is not Podcasting Work, Employees shall have the right to perform such work without seeking prior written approval from the Company only if such work is outside normal Company working hours and only if such work does not interfere with the Employee’s performance of job duties for the Company.

10. ARTIFICIAL INTELLIGENCE

1. The Company and Guild acknowledge that definitions of generative artificial intelligence (“GAI”) vary but agree that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces content, including written material, based on those patterns, and may employ algorithmic

methods.

2. In the event the Company is going to formally implement GAI in a manner that directly and materially impacts the specific terms and conditions of employment applicable to Employees in the performance of their work covered in this Agreement, the Company will provide commercially reasonable notice to the Guild of such intended use, and, upon request by the Guild, the Company agrees to discuss the intended usage and effects of same with the Guild.
3. Nothing herein shall impinge the use by Company and staff, including Employees, of tools in their day-to-day work that may be described as “GAI” and/or “AI” and may appropriately support their work in some form.

11. DISCIPLINE AND DISCHARGE

1. The Company shall have the sole right to discharge, demote, suspend or otherwise take employment related actions with respect to Employees, subject to the limitation of this Article.
2. All newly hired Employees shall be subject to a ninety (90) day probationary period. The termination of any employee within the probationary period shall not be subject to the grievance and arbitration provisions of this agreement. During this period, the Company has the sole discretion to terminate employment. All other articles in this Agreement shall apply to probationary Employees unless otherwise stated.
3. The Company shall have the right to discipline, demote, suspend, discharge, or otherwise take employment related actions, including immediate termination, with respect to Employees for just cause, which shall include but is not specifically limited to the following:
 - a. Misconduct;
 - b. Poor work performance that is not subject to section 7 below;
 - c. Continued unsatisfactory performance after a period of review or feedback for at least forty-five (45) days after notice of review;
 - d. Insubordination or other failure to perform job duties;
 - e. Failure to comply with Company policies;
 - f. Theft, fraud, embezzlement, misappropriation, or reckless or willful destruction of the Company’s property;
 - g. Physical violence or threats of violence of any kind;
 - h. Plagiarism or fabrication;

- i. Harassment in the workplace or otherwise substantially unacceptable workplace behavior; or
- j. Flagrant professional misconduct.

In addition to any other evidence or justification, the Company may demonstrate that it has just cause through the use of progressive discipline. The Company reserves the right to combine or skip steps depending on the circumstances of each situation and the nature of the offense. In such circumstance, however, the Guild 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.

An Employee discharged for just cause or gross misconduct shall not be entitled to notice or severance pay.

4. The Company has the right to immediately terminate Employees for gross misconduct, without applying the principles of any progressive discipline. Examples of gross misconduct include, but are not limited to: (a) gross insubordination, (b) theft, (c) embezzlement, (d) misappropriation, reckless or willful destruction of company property (e) fraud, (f) physical violence, threats of violence of any kind, (g) plagiarism or fabrication, (h) sexual or other harassment in the workplace or otherwise substantially unacceptable workplace behavior, and/or (i) 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 Guild chooses to arbitrate a termination for gross misconduct, the only question for the arbitrator will be whether the Employee engaged in gross misconduct. An Employee discharged for gross misconduct shall not be entitled to notice or severance pay.
5. Except in the circumstances described above, discipline shall be progressive in nature and may include coaching elements from an Employee's manager and/or HR, verbal and/or written warnings, mentoring reprimands, reasonable accommodations, performance improvement plans, suspensions, demotions, or discharge. The Employee must be informed in writing when an action taken by the Company constitutes discipline. Progressive discipline shall not be required for certain conduct, including without limitation, theft, fraud, physical violence, threats of any kind or violations of the Company's harassment policies.
6. The Company reserves the right to combine or skip steps depending on the circumstances of each situation and the nature of the offense. The Guild reserves

the right to challenge the Company's combining or skipping steps as violative of progressive discipline.

7. The Company shall have the right to discharge or otherwise discipline an Employee, if, in the Company's sole judgment the Employee's work product does not meet the Company's subjective standards for editorial or creative content, editorial or creative quality, editorial or creative judgment, editorial or creative output, or professional journalistic ethics, or any other reason related to creative output provided the Employee has received prior written notice and explanation of the issue and has been given at least four (4) weeks to improve or four (4) weeks' pay in lieu of this opportunity to improve. At the Employee's request, the Company, in good faith, will provide an explanation of the issue. Alternatively, the Employee can choose to take four (4) weeks' pay in lieu of this opportunity to improve. Such decisions shall not be reviewable through the grievance and arbitration procedure, other than to establish that the decision was made for reasons related to editorial or creative judgment and the standard of review shall not be arbitrary and capricious. If that is the case, the arbitrator cannot substitute their judgment for the editorial 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 Guild and the Employee that the discipline is under this Section and not under any other provision of this Agreement. If a discharge is so designated, the Employee shall be entitled to severance pay in accordance with the terms of Article 22: Layoffs And Severance in addition to the notice above. For avoidance of doubt, the Employee will not be entitled to severance pay if they choose to take four (4) weeks' pay when the Company elected to provide four (4) weeks' notice to improve.
8. As required by law, Employees shall have the right to Guild representation at all investigatory meetings that may lead to discipline. The Company shall inform the Employee in advance of the meeting that the meeting is disciplinary in nature, and shall ask the Employee if they wish to bring a Guild representative. If the Employee elects to have a Guild representative present, the Guild will provide reasonable advance notice to the Company.
9. The Company will provide the Guild and the Employee with copies of any written disciplinary action within three (3) business days, and the Employee shall have the opportunity to respond in writing and have that response placed in their Human Resources file.
10. Notwithstanding any of the above, it is further understood that for any Employee hired on a project or fixed-term basis, or to temporarily cover parental leave, their

employment may end at the end of the project of fixed-term period without any restrictions, without notice or severance pay, and without any further obligations by the Company. A termination of employment under this Article shall not be subject to the grievance and arbitration provisions.

Subject to this Agreement, 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 27 of this Agreement (Management Rights), including a reduction in force, reorganization, layoffs, position elimination (including through a change in editorial direction), or show cancellation for any reason, which shall be subject to the severance pay requirements in accordance with the terms of Article 22: Layoffs and Severance, Section 1.f.

12. OFFER LETTERS AND INDIVIDUAL AGREEMENTS

1. The Company may continue to provide potential Employees offer letters with terms and conditions of employment above those contained in this Agreement.
2. The Company will not require as a condition of employment, separation agreement, or severance that any Employee enter into a post-employment non-competition agreement.
3. As a part of the Company's hiring and onboarding process, newly hired Employees will sign the Company's standard hiring agreement, including an NDIAA; will receive, read, and acknowledge receipt of the Company's Employee Handbook; and will complete any required employment verification forms. The NDIAA shall conform with the existing template previously approved by the Union for use. The Company's hiring agreements may include non-disclosure clauses intended to protect confidentiality regarding trade secrets. To the extent required by law, the non-disclosure clause shall not include any provisions which restrain an Employee's right to speak about their working conditions.
4. The Company will strike any references to at-will employment in offer letters provided to prospective Employees.

13. CAREER DEVELOPMENT

1. Out of title work:
 - a. The Company shall continue to maintain written job descriptions for all bargaining-unit positions, which may change from time to time. The

Company will inform the Union over any substantive change(s) and, upon request, meet with the Union to discuss any effects. Such job descriptions shall be available to Employees.

- b. Should the Company intend to materially change the official job description for a title already in use, such changes will be shared with the Labor Management Committee.
 - c. The Company may request that Employees perform work that is above the scope of their title for the purpose of professional development. However, should an Employee be assigned work that is above the scope of their title for a period longer than six (6) weeks, their salary shall be adjusted to the appropriate higher pay grade for the duration of the higher assignment. For avoidance of doubt, any work, including video production and editing, within the scope of the title is not eligible for a higher salary. At the end of the assignment, the Employee may request a written review of their work from their direct supervisor, and such review will be made available within two (2) weeks of the request.
2. Employees can utilize annual 2x2 conversations and end-of-year performance reviews with their supervisor to discuss the Employee's career opportunities.
 3. The Company will conduct performance evaluations of Employees on an annual basis. The evaluation, signed by both parties, shall be provided within two (2) weeks of the evaluation conversation. These meetings will not be used for formal disciplinary purposes, though constructive feedback will be provided. Such reviews shall be mutual in nature, and shall grant Employees the opportunity to review their own performance, for supervisors to review the Employee's performance, and for each to offer constructive feedback to one another. This review period shall also grant Employees the opportunity to offer feedback on the Company's general business. Employees shall continue to have the option to offer feedback regarding any member of the production team during the review period. Employees shall be afforded the opportunity to apply for all open positions within the Company. Employees who apply for a posted position within the Company shall not face retaliation.
 - a. If a part-time or temporary Employee applies for a posted full-time position, the internal part-time or temporary Employee shall be guaranteed an interview, as long as the Employee meets the qualifications of the position in the sole discretion of the Company. The Company shall not be

required to hire the part-time or temporary Employee for the full-time position to which the Employee applies.

4. 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 a meeting to discuss the reason the position or promotion wasn't granted. Such feedback shall be provided within a reasonable timeframe. Feedback under this section shall not be used by the Company to discipline any Employee.
5. Should the Company require participation in trainings, conferences, speaking engagements, or professional development events during work time, such events shall be treated as work time. An Employee will be expected to plan ahead with their managers and teammates to ensure that there is a plan in place for the Employee's work to be covered.

All salary increases not required by this Agreement, which also are at the sole discretion of the Company, shall be communicated to affected Employees in writing by HR.

14. STAFFING AND WORKPLACE TRANSPARENCY

1. The Company shall maintain an organizational chart, in electronic form, updated quarterly, in which Employees can view the workflow chain of command in each vertical. The chart may be updated from time-to-time at the Company's sole discretion.
2. Upon request, Employees will be provided the job descriptions of the job they occupy.
3. To the extent required by law, the Company shall post expected salary ranges with open job postings.
4. The Company may require Employees in certain positions to live or remain in a geographically specific location (e.g. Los Angeles). The Employee will be notified of this requirement in advance of placement. Should the Company establish a home office in the future, requirements to work in the home office will be negotiated in good faith.
5. The Company shall provide official Company emails to all Employees.

6. Remote Employees are expected to work from the city and state (“Home Location”) and in the time zone (“Home Time Zone”) in which they were hired, though nothing shall prevent Employees from negotiating a move as part of their hiring package. Moves, either temporary or permanent, need to be approved in writing by the Employee’s manager before they begin working in another location.
7. For temporary moves or working from a different location:
 - a. Employee must notify their manager in advance and in writing if they intend to work remotely from a different location.
 - b. An Employee must seek Company’s written approval at least two (2) weeks in advance for any work taking place outside their Home Location for more than five (5) consecutive days. An Employee must seek Company’s written approval at least four (4) weeks in advance for any work taking place outside their Home Location for more than ten (10) consecutive days.
 - c. If the Employee requests to work outside their Home Location, travel days moving to or from such location shall be treated as PTO, not work days.
 - d. If the Employee requests to work outside their Home Location, they are still expected to be available during their Home Time Zone working hours, though nothing shall prevent the Employee and the Company from mutually agreeing to an alternative work schedule.
8. Working arrangements for any length of time that require Employee to work more than three (3) hours outside of their Home Time Zone are limited to one (1) week. Employee is expected to be available during their Home Time Zone work hours, except in special circumstances approved by HR and Employee’s manager.
9. For permanent moves:
 - a. If Employee plans to move outside of their Home Location or Home Time Zone, they must obtain written approval from their manager and HR at least thirty (30) business days in advance of such move. The Company shall make good faith efforts to accommodate the Employee’s request; however, the Company has sole discretion to approve or deny any permanent or temporary move by the Employee from their respective

Home location and/or Home Time Zone.

- b. Any move from the Employee's Home Location may have tax implications and/or changes to benefits due to standard geographic requirements within the Company-provided benefits plan, and in some cases, moves may not be possible due to the geographic needs of the Company, which may change over time at the Company's sole discretion. The Company will make a good faith effort to notify an Employee in advance of any change to their benefits as a result of their move from their Home Location.
10. The Company shall make a good faith effort to disclose to the team assigned to a project that there is a new partnership and what the scope of the work the partnership will demand of Lemonada, (i.e. what the expected deliverables are for the project and the number of employees who will work on the project). When an Employee is assigned to work on a new show, the Company shall make a good faith effort to disclose to the relevant Employee the name of the talent who signed on with the Company, any organization associated with such talent (if applicable), and the scope of the work they will perform with Lemonada. For partner and sponsored content, the Company shall disclose the name of the client, and the scope of the work that Lemonada is expected to perform for the client.
11. The Company shall continue to provide access to OMNY metrics and other comparable listener tracking software.
12. Upon hire, the Company shall make a good faith effort to furnish the Employee with a list of existing Company resources as a part of the Employee's onboarding process (including but not limited to Company-provided transcription services, company subscriptions to news outlets or streaming services, mental health benefits, and discounted wellness benefits, if any).
13. The Company shall, once per year, offer a training session to all Employees with direct reports that focuses on supervisory or managerial skills, and shall require supervisors of Employees to attend at least one such training each calendar year or more often, if required by law.

15. EDITORIAL STANDARDS

1. The Company may remove an Employee from an assigned project. If an Employee is removed exclusively for performance vis-à-vis a project, the

Company will provide direct, clear and actionable feedback at the time of such removal, and such performance concerns may be addressed in the Employee's annual performance review.

2. Upon being assigned work that involves a partner organization, the Company will make a good faith effort to inform the Employee if the partner has editorial input over content in the published work.
3. If an Employee reasonably believes that work in which they have been asked to participate is false or may be reasonably construed to violate ethical standards, the Employee should raise the issue with their manager. Employees shall be permitted to remove or withhold their bylines from published material for ethical or journalistic reasons.
4. The Company shall not prohibit Employees from freely expressing their opinions in their personal capacities provided that such opinions are not disparaging to the Company's business or brand, and do not violate this Agreement, Company policies, or federal, state and local laws. Employees who wish to have public social media accounts will include a disclaimer that their opinions do not represent the Company.
5. Sections 1-3 of this Article shall not be subject to arbitration.

16. LEGAL DEFENSE

If an Employee is sued or charged under any 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 will defend and provide legal counsel for the Employee 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 Company will have complete control over any such litigation and its resolution, and the Employee agrees to cooperate fully with the Company in connection with such litigation. The Company reserves the right to discontinue providing legal counsel in the event that (i) the Employee is not fully cooperating with provided counsel; (ii) the Employee intentionally provides the Company or provided counsel with inaccurate information regarding anything related to the representation; (iii) it becomes apparent that the Employee was acting outside the scope of their employment, including without limitation any criminal or tortious acts.

The legal support described above is subject to customary exceptions such as unsanctioned work, gross negligence or omission, or any intentional or knowing violation of the law or policies.

Nothing in this article shall preclude an Employee from voluntarily hiring a personal attorney at their own expense and pursuing resolution separately.

17. COMPENSATION

1. Upon ratification, all Employees shall receive a 2% increase to their current salary, which will be applied retroactively from March 1, 2025 to the date of ratification. The retroactive payment from March 1, 2025 to ratification will be made as a one-time lump sum. For any Employee not receiving a new minimum rate of pay, their new salary will be inclusive of the 2% increase as of ratification.
2. For any Employee not receiving a new minimum rate of pay upon ratification, they will receive a one-time, non-precedential signing bonus of \$1,000.
3. Annual Increases
 - a. Effective March 1, 2026, Employees shall receive a standard 3% increase to salary or the minimum rate of pay, whichever is greater.
 - b. Effective March 1, 2027, Employees shall receive a standard 3% increase or the minimum rate of pay, whichever is greater.
4. Minimums

Title	2025	2026	2027
GRADE 1 (OT eligible) Associate Engineer/Audio Engineer Associate Producer	\$70,000	\$71,000	\$72,000
GRADE 2 Producer Engineer / Audio Engineer	\$87,000	\$88,000	\$89,000
GRADE 3 Producer II Engineer II	\$93,000	\$94,000	\$95,000
GRADE 4 Producer III Senior Producer Lead Engineer	\$105,000	\$107,000	\$110,000
GRADE 5 Senior Producer II Lead Engineer II	\$120,000	\$123,000	\$126,000

5. Should the Company create a new bargaining unit level position, the Company and the Union shall meet to determine the appropriate salary minimum for such a position. For avoidance of doubt, creation of a management or supervisory role is a management right.
6. The above minimums shall be prorated for part-time workers.
7. Automatic Promotion
 - a. Any Employee in Grade 1 shall be automatically promoted after three (3) years in the role.
 - b. Nothing in this Agreement prevents the Company from promoting these Employees sooner.
8. Promotion Increases
 - a. A Employee who is promoted to another bargaining unit position shall receive at least a five percent (5%) increase to base pay or an increase to

the job tier minimum for the job they are promoted into, whichever is greater.

9. Equal Pay for Equal Work

- a. On an annual basis, the Company will continue to review salary bands to determine if adjustments are needed to any individual Employee's salary to bring that salary into the average salary range of other Employees in the same bargaining unit position. Employees may bring forward issues of pay inequality to the Company at any time, and the Company will make a good faith effort to consider Employee's concerns.

10. Miscellaneous

- a. No Employee will have their salary reduced without prior notice to the Guild during the term of this agreement.
- b. No Employee shall face retaliation solely for requesting to transition to part-time work, or for seeking an adjustment to their regular hours, though such determination regarding hours shall be in the Company's sole discretion.
- c. No Employee shall be demoted as a result of this Agreement.
- d. The parties understand that the Company may, in its sole discretion, grant salaries to Employees greater than these salary minimums.
- e. If the Company creates a new position or re-establishes a previously used position that is assigned substantially similar work to the existing bargaining unit position, the Company will notify the Guild of the new position and negotiate over the appropriate classification and minimum salary for the new position. Such notice shall be provided at least sixty (60) calendar days prior to the implementation of the new title.

18. BENEFITS

1. Employees shall continue to be eligible for the following Company-sponsored benefits. Should the Company intend to materially change the following benefits, the Labor Management Committee shall be informed of the nature of the changes. All benefits and policies named below can be found in the Lemonada Employee Handbook, Company Shared Benefits Folder, or Individual Employment Offer Letters.
 - a. medical, dental, prescription, and vision benefits
 - b. short-term disability as required by law
 - c. flexible spending account

- d. retirement
 - e. flexible paid time off
 - f. state disability insurance
 - g. bereavement leave
 - h. time off for jury duty and voting
 - i. employee stock options
2. The Company shall provide trans employees with reasonable accommodations, such as necessary time off for medical procedures and timely updates to name and gender information in Company documentation. The Company will consider whether WPATH standards are available and in use for any healthcare plans it considers.
 3. Home Office Stipend: The Company shall make good faith efforts to provide the same stipend per quarter to Employees for costs associated with their work. Such costs may include internet, phone bills, books, or home office equipment. At no time shall the Home Office Stipend provided to Employees be less than the benefit provided to non-bargaining unit employees.
 4. Moving Stipend
 - a. If Company requires an Employee to move as a requirement for their role, the Company will offer up to \$5,000 of moving expenses to such Employee. Such obligation does not extend if Employee requests to move, and Company agrees to such move.
 5. When work requires a Employee to be at an office or on location before 8:00 AM or past 6:30 PM, the employee may expense a meal and a car or taxi to get home safely, using the Company's per diem policies.
 6. The Company agrees not to require Employees to provide documentation concerning their immigration status except as required by HR or related payroll policies and practices or as required by law.

19. PAID TIME OFF

1. The Company shall continue its Flex PTO policy for full time, exempt Employees.
2. Part-Time PTO
 - a. Part-time or hourly Employees shall accrue their PTO on a prorated basis based on the following annual schedule:

Tenure	PTO Expectation
Less than 3 years	4 weeks (20 days or 160 hours)
3 years through end of 6th year	5 weeks (25 days or 200 hours)
7+ years	6 weeks (30 days or 240 hours)

3. Employees shall not be required to work or be reachable when on PTO.
4. The Company will continue to make PTO usage available in Justworks or the like.
5. The Company shall make best efforts to provide notice of approval or denial of time off within three (3) business days. Should the Company deny the requested time off, the Company shall make best efforts to schedule the PTO at the first available time following the request. No employee shall be disciplined or retaliated against for appropriately taking approved time off pursuant to any PTO policy.

6. Holidays

- a. Employees shall receive at least the following paid holidays each calendar year:

New Year's Day
 Martin Luther King's Day
 President's Day
 Memorial Day
 Juneteenth
 Independence Day
 Labor Day
 Thanksgiving Day
 Day after Thanksgiving Day
 Christmas Eve Day
 Christmas Day
 New Year's Day

- b. The Company will continue to offer an approximately one (1) week summer holiday and an approximately two (2) week winter holiday.

7. Parental Leave & Family Leave

- a. The Company shall continue to provide all full-time Employees with twelve (12) weeks paid parental leave, including the

continuation of benefits. This paid leave shall be gender neutral.

- b. Payments for parental leave may be bifurcated into installments from different sources, i.e. Employee payments may come from a state benefit, a short-term disability benefit plan, and the Company. However, at no time shall the Employee's total pay during their parental leave be less and no more than the total sum of their regular salary paid out over the course of the leave period. The Company shall meet with the Employee in advance of their leave period to plan the timing of the payments from the state, the insurance plan, and the Company, to ensure wherever possible that Employees are not subject to overpayment and then garnishment of leave pay. The Company shall make every effort to prorate their share of the parental leave pay into regular biweekly installments.

8. Sabbatical

- a. Upon reaching their five (5) year full-time continuous employment anniversary, Employees shall be eligible for four (4) weeks of paid sabbatical leave. Sabbaticals may only be taken once every five (5) years. Sabbatical leave must be taken in a single block of time with six (6) months' advanced notice and approval by the Company. Employees on a Sabbatical leave may continue all Company medical benefits by paying their same portion of the medical, dental, and vision premiums.

20. HOURS OF WORK

1. Regular Work Week.

- a. The regular full-time workweek for Employees shall generally be five (5) days, forty (40) hours per week, and the regular schedule for each Employee shall generally include at least two (2) consecutive days off.
- b. It is understood that due to the nature of the work, Employees may work outside of a standard business day or longer hours from time to time, though they shall not be assigned such work in a manner that establishes a regular work week in excess of the foregoing parameters (i.e., such work shall be the exception and not the rule).

2. Overtime & Compensatory Time

- a. The Company shall comply with any relevant legal requirements as to overtime compensation for Employees in Grade 1.
- b. Compensatory Time ("Comp Time"). Non-exempt Employees may request to take Comp Time when they are required in writing by a manager and have agreed to work after 8PM in their local time on a

regular work day, on a sixth or more consecutive days, or on a Company holiday. Should the Employee have to work the morning following a late night, the Employee shall earn one half-day of Comp Time. Work on a weekend (or on a sixth or seventh consecutive day) shall count for one (1) full day of Comp Time. Comp time does not apply when Employees, at their own discretion, decide to perform job functions after 8PM in their local time on a regular work day, on a sixth or more consecutive days, or on a Company holiday.

- c. When an employee wants to take their Comp Time as time off, they shall inform their manager in writing, including the proposed time off. The Company shall make every effort to schedule such time within ten (10) work days, or at the time of the employee's choosing. Nothing herein modifies the Company's Flexible PTO policy.

21. PROFESSIONAL DEVELOPMENT

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 such requests on a case-by-case basis, and if approved, the Company shall pay reasonable Employee expenses or a reasonable portion of Employee expenses for such class or conference (including travel expenses) subject to any travel and expense policy. Approvals of such requests shall not be unreasonably denied.

22. LAYOFFS AND SEVERANCE

1. Severance

- a. The Company will provide five (5) business days' notice of any intended layoff(s) or one (1) week's pay in lieu of notice.
- b. In the event of a reduction in force, reverse seniority shall govern. For the purpose of calculating tenure, time spent as a contractor shall apply. Seniority order may be established at the Company's discretion among Employees with the same job function.
- c. Upon the request of a Employee, the Company may convert a portion of severance weeks due under this Agreement to paid non-working notice. Such conversion of severance into paid non-working notice shall not result in any increase of severance payments, COBRA costs or any other payments due under this Agreement.

- d. Laid off Employees shall be able to keep their Company-provided computer if the computer is more than three (3) years old, provided all property related to said computers and all subscriptions owned by the Company are returned in a manner laid out as Employees are transitioning. Employees laid off for cause or for gross misconduct as defined in Article 11 or pursuant to Section 7 of Article 11 may not keep their computers.
- e. Any Employee who is laid off due to position elimination, reorganization, reduction in force, or for economic or other reasons shall, subject to execution of a standard Company separation agreement, receive minimum gross severance per the chart below.

Years of Service	Severance (weeks)
Less than 6 months	4 weeks
More than 6 months	Two weeks per full year of service – minimum of 12 weeks, maximum of 16 weeks

- f. Any Employee that is terminated pursuant to Section 7 of Article 11 shall, upon execution of a standard Company separation agreement, receive minimum gross severance per the chart below.

Years of Service	Severance (weeks)
Less than 6 months	2 weeks
More than 6 months	Two weeks per full year of service minimum of 4 weeks, maximum of 12 weeks

- g. At Company’s discretion, severance will be likely be paid out per the Company’s regular payroll schedule over the severance period.
- h. The Company shall cover the regular Company share of COBRA costs through the duration of the severance period.
- i. Any Employee who is laid off pursuant to Section 1.d. above due to position elimination reorganization, reduction in force, or for economic or other reasons, shall receive one week of paid vacation.
- j. It is expressly understood that if an Employee is hired on a fixed term

basis (per their written employment agreement) and part of the bargaining unit, the employment may end at the end of the fixed term period without any severance obligations.

For Employees employed at the time of ratification, years of service for the purposes of severance will be calculated based upon the Employee's total years of consecutive service (without a break in employment, though breaks in employment though periods of leave such as FMLA shall not be considered a break in employment) from the time of a Employee's original date of hire.

For a period of 1 year after a layoff, any laid off Employee that applies for an open position and meets the minimum qualifications for that position will be provided a screening interview for the position.

23. INTELLECTUAL PROPERTY, DERIVATIVE WORKS, AND REUSE

1. Any content, including all derivative work, created in the course of performing an Employee's job duties for the Company is a work for hire and belongs to the Employer, in perpetuity with no exceptions.
2. The parties agree that nothing in this article shall constrain the Company from using language referring to Company Inventions in standard NDIAA hiring agreements, pursuant to the terms provided in Article: Offer Letters and Individual Agreements and that nothing herein will impinge on Company's full and complete ownership of Intellectual Property as outlined this article.
3. Employee Memoir Pitches
 - a. The Company shall have right of first refusal when an Employee brings a memoir pitch (i.e., a pitch based on the Employee's personal life) to the Company for consideration. The Company shall have two (2) months to decide whether to move forward with the memoir pitch. Should the Company pass on the project, Employees shall retain all rights to the idea they pitched to the Company.
 - b. When the Company agrees to move into production on an original new show developed from a memoir pitched by an Employee, the Company shall notify that Employee and shall be obligated to bargain with that Employee over rights and compensation.
4. Employees shall retain all rights to work not produced for the Company or on the Company's time, i.e. personal projects.
5. For the avoidance of doubt, all other pitches by Employees for shows, episodes or otherwise will be covered under NDIAA and shall be

considered Company property performed in due course of employment.

24. VIDEO WORKFLOW

1. Company will make best efforts to inform the show's production team of the transition to video, including schedules and all needed equipment, two (2) weeks prior to the commencement of video production.
2. The Company shall provide access to equipment and training necessary for the respective production. The Company will make best efforts to ensure that every Employee has the appropriate training, hardware, software, and resources to accommodate a video workflow.
3. When any Employee is required to learn video software and/or be trained to edit video, the Company will work with the Employee(s) to ensure that the necessary training is deemed part of the regular work day.
4. Video work is deemed part of the regular workday.
5. The Company shall maintain a Video Workflow Best Practices document, which will be included in the Company handbook and be made available on the Team Internal Hub Google drive.
 - a. The items in the Video Workflow Best Practices document are guidelines, and shall not be subject to grievance and arbitration. However, the Company shall make good faith efforts to follow the guidelines set forth in the Best Practices document.
 - b. Within 6 months of ratification, the Labor Management Committee shall meet to draft and finalize the initial Best Practices document.
 - c. Changes to this Best Practices document shall be approved by the Labor Management Committee.

25. SUBCONTRACTING

1. The Company has the discretion to subcontract or otherwise transfer or assign bargaining unit work to individuals outside of the bargaining unit pursuant to its past practice, including but not limited to local tape syncs, day audio or video production, or in the case of having insufficient capacity on staff for a set period of time, or when the Company lacks the requisite technology, facilities, or

equipment. The Company shall have the right to subcontract bargaining unit work to third parties for legitimate business reasons provided that such subcontracting is not done with the sole purpose of replacing a bargaining unit employee or employees.

26. COMPLIANCE WITH COMPANY POLICIES

1. Except as modified or restricted by this Agreement, all Employees covered by this Agreement are expected to review and comply with all applicable Company policies, including but not limited to, the Equal Employment Opportunity, Workplace Safety; Sexual & Other Unlawful Harassment, Anti-Retaliation and Whistleblower, Confidentiality and Non-Disclosure, Ownership of Content & Intellectual Property, Conflict of Interest; Paid Time Off, and Employee Conduct Policies. In addition, the current and subsequently updated Lemonada Employee Handbook and applicable state supplement(s) will be made available to Employees, and all Employees are expected to review and comply with the policies set forth therein, and participate in any training required under such policies and any other policies promulgated by the Company.
2. The Guild retains the right to bargain over any new policy or work rule that impacts a mandatory subject of bargaining.

27. 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 to the maximum extent permitted by applicable law, and as such rights existed prior to the WGAE's becoming the collective bargaining representative of the employees covered by this Agreement, which include, but are not limited to, the Company's rights: to manage its business generally; to manage its business finances and budgets; 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 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 maintain the order and efficiency of operations; to assign work to such represented employees in accordance with the requirements determined by the Company, to establish and change work schedules and assignments for business reasons, to transfer and promote represented employees, or to layoff, suspend, or terminate represented employees at any time and for any reason; to subcontract; to make and enforce rules for employee conduct, performance, and safety, and otherwise to take such measures as the Company may determine to be reasonably necessary for the orderly or economical Company operation; to operate outside of this contract outside the United States; and to take whatever action is appropriate in the sole discretion of the Company to determine, manage, and fulfill the mission of the Company and to direct the Company's employees. It is understood by the parties that the negotiations resulting in this Agreement provided ample opportunity for all matters to be considered and this Agreement shall not be construed to contain any matter not specifically set forth herein.

The Company shall also have the right to establish, alter, or amend any terms or conditions of employment or practices not specifically covered in this Agreement.

The above listing of management rights is not intended to be exhaustive and shall not exclude other management rights not listed therein.

The Company's failure to exercise any right, prerogative, or function hereby retained and/or reserved to it by this Article, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in another way that does not conflict with the express provisions of this Agreement.

The Parties understand and agree that the rights afforded to management under this Article, shall survive the expiration of this Agreement and/or during negotiations for a successor agreement.

28. NO STRIKE, NO LOCKOUT

During the term of the Agreement, neither the Guild, nor any Employees, shall engage in any virtual or in-person strike, picketing, sympathy strike, unfair labor practice strike, work stoppages, or refusal to cross a picket line or any boycott, slowdowns 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 Employees from a virtual or physical setting with respect to any operations covered by this Agreement.

The Guild shall not sanction, aid, abet, encourage, condone, ratify, or continue any virtual or in-person strike, sympathy strike, picketing, work stoppage, or slowdown in violation of this Agreement and shall undertake all reasonable affirmative steps possible to prevent or terminate any such activity.

Employees whose jobs require them to work from a specific location shall report to their manager or supervisor if they have a reasonable good faith fear for their personal safety regarding crossing a picket line and they shall discuss with their manager or supervisor how to perform the job in a safe manner.

29. SEVERABILITY

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.

30. TERM OF AGREEMENT AND NEGOTIATIONS

1. This Agreement shall effective as of the August 15, 2025 and shall continue in full force and effect until March 1, 2028 and shall continue from year to year thereafter unless either of the parties hereto gives notice of its intent to terminate this Agreement not more than ninety (90) calendar days nor less than sixty (60) calendar days prior to its original termination date and prior to the end of any subsequent year.
2. In the event of an inadvertent failure by either party to give the notice set forth in Section 1 of this Article, such party may give such notice at any time after the ninety (90) calendar day period preceding the termination or automatic renewal date of this Agreement or after the termination date or automatic renewal date. 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.

For: The Writers Guild of America, East, Inc.

Name: 

Title: Executive Director

Date: February 6, 2026

For: Lemonada Media, Inc.

Name: Stephanie Wittels Wachs

Title: Chief Operating Officer

Date: 02/10/2026