

COLLECTIVE BARGAINING AGREEMENT BETWEEN
KICKSTARTER, PBC
AND
OPEIU LOCAL 153

ARTICLE 1 – PREAMBLE

This Collective Bargaining Agreement (hereinafter “Agreement”) entered into by and between Kickstarter, PBC (hereinafter “Employer,” “Company,” or “Kickstarter”) and Office and Professional Employees International Union, Local 153 (hereinafter “Union” or “OPEIU”) evidences the desire of the parties heretofore to collaborate with one another, promote and maintain harmonious relations, and effectively resolve disputes, thereby contributing to the advancement of the Employer’s mission.

ARTICLE 2 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to rates of pay, hours of work, and other terms and conditions of employment for full-time and regular part-time employees of the Employer as certified in National Labor Relations Board Case No. 29-RC-253896, dated February 27, 2020, excluding managers, supervisors, confidential employees, and guards as defined by the National Labor Relations Act.

ARTICLE 3 – MANAGEMENT RIGHTS

Section 1. Except as expressly and specifically limited or modified by the provisions of this Agreement, all rights possessed by the Employer prior to the signing of this Agreement are retained by the Employer. The Employer's failure to exercise a right shall not constitute a waiver of such right, nor shall it be binding on the Employer.

Section 2. Except as expressly and specifically limited or modified by this Agreement, management rights include, but are not limited to the following with respect to all bargaining unit employees:

1. the right to select and hire all employees;
2. the exclusive right to plan, direct, and control the Employer's operations, including where it conducts business;
3. the right to assign, supervise, and direct all such employees and the right to determine the scope of work, projects and events, and quality and quantity of same;
4. the right to determine the manner of work, work methods, processes, techniques, materials, and standards;

5. the right to determine the nature, type, and amount of technology, tools, and equipment to be used, and the level of access to such technology, tools, and equipment, the right to implement new equipment or technology;
6. the right to determine and regulate the use or dissemination of confidential and proprietary information and intellectual property, as well as equipment, software and hardware, and other property of the Employer, including security requirements;
7. the right to determine geographic locations where such employees may work, with the caveat that if the Employer chooses for a business reason to exit a particular jurisdiction, the Employer will provide a minimum of three (3) months' paid notice to any affected employee(s), and reimburse their reasonable moving expenses up to four thousand and five hundred thousand dollars (\$4,500) if the employee elects to relocate;
8. the right to establish and enforce safety and security protocols;
9. the right to determine any travel and other expense guidelines;
10. the right to increase or decrease the size of the workforce and determine the number of such employees assigned to any job or assignment;
11. the right to discontinue, move, close, lease, or sell part or all of its operations and lay off such employees;
12. the right to use workers other than regular full-time or part-time employees, including, but not limited to temporary employees, contractors, freelancers, consultants, or other types of workers based on the needs of the business, so long as such use is not inconsistent with Article 12 Contractors and Temporary Employees;
13. the right to continue to allow non-unit employees, supervisors and managers to perform unit work consistent with the needs of the business;
14. the right to promote, demote, assign, or transfer employees;
15. the right to determine the content, skills, experience, training, and other qualifications for jobs consistent with the needs of the business;
16. the right to establish and modify reasonable performance standards and metrics and evaluate such employees' performance and determine the criteria for same after sixty (60) days' notice to the Union prior to implementing planned changes;
17. the right to reward and incent employees with notice to the Union of the reason for any out of cycle pay increases or bonuses;
18. the right to discipline or discharge employees for just cause;
19. the right to establish, change, and/or continue to enforce reasonable policies, practices, and procedures, to assure the orderly, safe, productive, creative, legally

compliant, and efficient operation of the business, including, but not limited to the use, production and development of Employer content, policies regarding health and safety (including mandatory vaccines for in-person work activities), remote work, attendance, use of technology and equipment, use of non-Employer devices in the performance of work, use of drugs and alcohol, etc.; and

20. the right to exercise all other customary functions of the Employer for the carrying on of business and operations.

ARTICLE 4 – UNION SECURITY AND EMPLOYEE INFORMATION

Section 1. Subject to any limitations provided by applicable law, the Employer agrees that all employees covered by this Agreement shall, as a condition of continued employment, become and remain members of the Union in good standing within forty-five (45) days from the execution of this Agreement.

Again, subject to any limitations provided by applicable law, the Employer further agrees that all employees hired into the bargaining unit subsequent to the effective date of this Agreement shall, as a condition of continued employment, become and remain members of the Union in good standing within forty-five (45) days of employment.

Again, subject to any limitations provided by applicable law, individuals who are not new to Kickstarter, but who newly enter the bargaining unit, shall, as a condition of continued employment, become and remain members of the Union in good standing within thirty (30) days of transferring into the bargaining unit.

The time periods referenced herein within which employees are required to become Union members in good standing do not diminish an employees' new hire probationary period.

Section 2. The Employer agrees to supply the Union with the name, date of birth, salary or rate of pay, date of hire, job title, and any home address, personal telephone number, or personal email address that the Employer has on file for all employees covered by this Agreement within thirty (30) days of the execution of this Agreement. Thereafter, on a monthly basis, the Employer will either (a) provide confirmation that the information contained in the most recent list remains accurate, or (b) provide an updated list of unit employees and their information and note any individuals who are no longer members of the bargaining unit, or who are on an extended leave of absence of more than thirty (30) days. The Union will safeguard private employee information and use it only for purposes of representing Kickstarter employees. The Union agrees to hold the Employer harmless for any mishandling or misuse of private employee information provided by the Employer.

ARTICLE 5 – DUES CHECK-OFF, INITIATION FEES, AND ASSESSMENTS

While this Agreement is in effect, the Employer agrees that after thirty (30) days' notice from the Union, it shall deduct from the paychecks of bargaining unit employees, initiation fees, membership dues, and assessments in the amounts and for the duration designated by the

Union after receipt from each employee who individually and in writing signs a check-off authorization card (copy attached hereto as Appendix A), and provided that all other circumstances comply with applicable laws.

These monies shall be forwarded monthly to the Secretary-Treasurer of OPEIU, Local AFL-CIO. For deductions to be made, the Union must provide the Employer with a list of payroll deductions, which includes the names of employees for whom monies should be deducted and the corresponding amounts to be deducted, noting any changes from the prior payroll period, no later than fourteen (14) calendar days prior to the payroll date for which deductions shall occur.

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

ARTICLE 6 – OPEIU "VOTE" FUND DEDUCTIONS

The Employer shall deduct from the wages of an employee who submits a signed OPEIU political action committee ("PAC") authorization contribution card, the amount designated by such employee for OPEIU's VOTE Fund. Such voluntary contributions shall be forwarded to the Secretary-Treasurer of OPEIU, Local AFL-CIO monthly, payable to the Union's VOTE Fund.

For deductions to be made, the Union must provide the Employer with a list of payroll deductions, which includes the names of employees for whom monies should be deducted and the corresponding amounts to be deducted, noting any changes from the prior payroll period, no later than fourteen (14) calendar days prior to the payroll date for which deductions shall occur.

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, judgments, attachments and from any other form of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon the VOTE Fund contribution authorization cards or the provided list of VOTE Fund payroll deductions.

ARTICLE 7 – NEW MEMBER ORIENTATION

The Employer will provide an opportunity for each new bargaining unit employee to be addressed by a designated representative of the Union and a member of the People team (People team member will be selected by the Employer and may vary) for the purpose of explaining the collective bargaining relationship between the Union and the Employer. This presentation will occur during normal work hours. The new member orientation will occur during the employee onboarding period (within the first thirty (30) calendar days of employment) for new employees covered by this Agreement and will be thirty (30) minutes in duration, at a time established by mutual agreement.

The meeting will include a fifteen (15) minute joint presentation, with Q&A, by the People team's representative and the designated Union representative, followed by a fifteen (15) minute conversation solely between the new employee(s) and the Union representative.

ARTICLE 8 – JOB DESCRIPTIONS

Within six (6) months following the effective date of this Agreement, the Employer shall provide written job descriptions for all current bargaining unit roles describing at a high level the nature and responsibilities of the position. Such job descriptions shall not limit an employee's role, limit

potential growth opportunities, or limit responsibilities or the assignment of tasks not identified in the employee's job description.

Should the Employer make a material change in the written job description, the Employer will do so following discussion with the affected employee(s) and provide timely notice to any affected employees in the role, as well as the Union. If the Employer creates new bargaining unit positions, the Employer shall notify the Union in advance of posting the position and the salary shall be determined based on the benchmarking process set forth in Article 24 Compensation.

Should an employee be temporarily assigned to a different position in an "Acting" capacity, the employee shall be paid at the rate of compensation for that temporary position, if the rate of pay is higher than the employee's regular position. If the rate is not higher, the employee will remain at their current rate while working in the temporary position. Upon returning to their normal duties, the employee's pay, if temporarily changed, will revert to the regular rate of compensation.

ARTICLE 9 – PROMOTIONS AND JOB VACANCIES

Section 1. Career Development The Employer shall provide written development frameworks or other written guidance to employees, so employees understand how they may advance their career at Kickstarter and/or add value to the organization.

Section 2. Promotion Out of Unit The Employer will inform the Union of any promotion of a bargaining unit member out of the bargaining unit. While promotions may affect the size of the bargaining unit, promotions shall not be made for the purpose of eroding the bargaining unit. Bargaining unit members have the right to decline a promotion, but this will not affect the Employer's ability to lay off employees if the employee's bargaining unit position is no longer available.

Section 3. Job Openings The Employer shall publicize to employees the availability of jobs within the bargaining unit to all employees in the bargaining unit for at least fourteen (14) days and simultaneously publicize such positions externally. Any employees with recall rights to the open position will be notified at the same time of the open position (with copy to the Union) and informed of their recall rights to that position. If the open position is not filled through recall, the below process will apply.

Following a written expression of interest in an available bargaining unit position, the interested employee shall be afforded full opportunity to apply, interview, and compete for the position. The position shall be awarded based on a review of all candidates' skills, abilities, job performance, qualifications, and experience. Should multiple internal applicants apply, and should the Employer determine the foregoing factors are substantially equal as to all applicants, the position will be awarded to the internal applicant with the most seniority. If a less senior employee or external applicant has better qualifications than the senior employee, the Employer may award the position to the less senior or external applicant.

ARTICLE 10 – WORKING HOURS AND LOCATION

Section 1. Work Schedule, Breaks, and Remote Work Kickstarter supports a productive, yet flexible working environment and does not have a traditional regularly scheduled work day or work week. Work hours and days vary and are based on the needs of the employee's team and the business. As part of setting work expectations, managers and employees will establish common work hours and days in conjunction with their team and the Company's overall needs. Where

important to meeting Company or team needs, managers can set a standard eight (8)-hour day, assign work between specific common hours of the day, or request particular work times. Otherwise, employees generally are free to determine their working hours provided they (1) make their schedule known by making that visible on their Company calendar and (2) are generally flexible to revert temporarily or permanently to a more traditional regularly scheduled work day or week when the needs of the team or the Company require or change, or management determines that the work schedule is compromising the quality of the work or productivity. Currently, full-time employees generally are expected to work forty (40) hours per week. This is regarded as a "Full Work Week."

Currently, employees are working remotely. Employees generally shall continue to be allowed to work remotely unless there is a business purpose for the employee's work to be done in person.

All employees are expected to take reasonable breaks during the work day. Any employees who are paid on an hourly basis should ensure their break schedules align with applicable law and may ask the head of the People Team or their designee for appropriate guidance in this regard.

Section 2. Seasonal Hours Based on the staffing needs of the business, which may vary between locations, position, and job assignments, from Memorial Day to Labor Day, employees who regularly work five (5) days per week may be permitted to work a four (4) day week schedule (with the same number of total work hours as a five (5) day schedule) on Monday through Thursday, and take Fridays off, at the discretion of the employee's manager and with approval of the head of the People Team or their designee. Based on the need for coverage, seasonal hours may apply to a different day of the week than Friday for some employees.

Section 3. Alternative Four Day or Reduced Hour Work Week and Pilot Kickstarter may, in the future and at its discretion, pilot and subsequently implement a reduced hour work week (less than forty (40) hours for full-time employees) for some or all employees. Such a reduced hour work week will not reduce or increase employee compensation, but there may be a proportional adjustment to vacation/PTO. If a reduced hour work week is implemented, the Employer may cease to offer seasonal hours as set forth in Section 2.

Section 4. Expectations for Work Hours Employees generally are required to be available and ready to begin work during assigned work times or common work hours. Employees may reasonably be required to record their time worked at management's discretion.

Section 5. Time in Lieu and Overtime At times, employees may be required to work beyond the Full Work Week to meet business needs. In such cases, exempt employees should arrange to take comparable time in lieu within the same or next payroll period. Similarly, when a pre-scheduled event or emergency on-call incident requires work beyond the employee's Full Work Week, the manager and employee should coordinate time in lieu.

Non-exempt employees shall be paid at the rate of time and one-half the regular rate of pay for all work performed in excess of forty (40) hours per week, unless applicable law requires overtime for over eight (8) hours in a work day. Non-exempt employees must obtain prior manager approval before working overtime and submit a log of all qualifying overtime hours to the payroll team.

Section 6. Meal Reimbursement In addition to discretion allotted to managers to reimburse employees for meal expenses, Employees who participate in emergency work that requires work beyond ten (10) hours in a day (unless they are working a condensed work schedule with the

expectation of longer work days, in which the expectation is two (2) hours beyond their regular work day), can submit up to \$25 for a working meal reimbursement.

ARTICLE 11 – SENIORITY AND LAYOFFS

Section 1. Seniority for all purposes under this Agreement shall be determined by the most recent date of employment with the Employer. If the employee leaves employment and then returns within twelve (12) months, such employee will retain their last seniority date.

An employee's seniority shall be lost when an employee:

- a. resigns;
- b. is discharged;
- c. retires;
- d. has exhausted all approved medical leave and is unable to return to work due to injury or illness, unless additional unpaid leave is permitted at the discretion of the Employer.

Section 2. In the event of layoffs of any bargaining unit employees, layoffs will be determined based on the employees' skills, job performance, qualifications and experience. Where these factors are substantially equal, seniority shall be used in determining employees to be laid off. When seniority is the determining factor, layoffs shall be in the inverse order of seniority based on job title within the department, i.e., the last person hired shall be the first person laid off, according to job title within the department and any recalls shall be in the reverse order of layoffs, i.e., the last person laid off shall be the first person to be rehired, according to the job title within the department. To be recalled to an open position, the individual must have been laid off for six (6) months or less, they must currently have the skills, ability, and experience to perform the role, and they must have held the same role/performed the same job that is being recalled at the time of the layoff.

Section 3. In the case of layoffs, laid off employees shall retain recall rights for a period of six (6) months. Employees who are subject to recall rights may turn down offers of temporary assignments without giving up their recall rights.

If an employee on a recall list is offered a regular full-time position in their job classification, that employee will have seven (7) calendar days to respond. If they do not respond within that time, they will lose their seniority and right to recall.

Section 4. In the event the Employer decides to reduce or eliminate bargaining unit position(s) and lay off any employee(s), then, any affected employee may choose either:

- a. To forego any recall rights, as set forth above, and elect payment of severance pay within two (2) weeks of written election subject to execution of a general release in a form provided by the Employer and the employee complying with all employment and post-employment obligations contained therein and in applicable pre-hire agreements, in the amount of two (2) weeks of pay for each year of completed service (with a minimum of four (4) weeks of pay); and two (2) months

of continued health insurance coverage if elected by the employee pursuant to COBRA, with the full premium for employee coverage to be paid by the Employer; or

- b. To remain on a recall list for up to six (6) months as set forth in Section 3 above and elect payment of severance pay in six (6) monthly installments beginning within two (2) weeks of written election and subject to execution of a general release in a form provided by the Employer and the employee complying with all employment and post-employment obligations contained therein and in applicable pre-hire agreements, in the total amount of two (2) weeks of pay for each year of completed service (with a minimum of four (4) weeks of pay) to be divided equally across the six (6) months, unless or until, at any time prior to the end of the six (6) month period, the employee through written request asks to be removed from the recall list and have the remaining severance balance paid promptly within two (2) weeks of the Employer receiving the written request for payment of the severance balance and removal from the recall list. Additionally, at the time of layoff, the affected employee will be entitled to (2) two months of continued health insurance coverage if elected by the employee pursuant to COBRA, with the full premium for employee coverage to be paid by the Employer.

ARTICLE 12 – CONTRACTORS AND TEMPORARY EMPLOYEES

The Employer shall not engage contractors or temporary employees to displace a bargaining unit employee. If there is an open position in the bargaining unit, the Employer may fill the position with a contractor or a temporary employee for up to six (6) months. If the Employer wishes to retain the contractor beyond the six (6) month period for up to an additional six (6) months, they shall inform the Union, provide a reasonable justification for the extension, and advertise the open position for a reasonable period of time relative to the identified business need.

Contractors who are subsequently hired as regular part-time or full-time employees by the Employer in bargaining unit positions shall have their original date of engagement as their seniority date in the bargaining unit, provided no lapse in service occurs between the end of their engagement and their regular hire with Kickstarter.

Additionally, the Employer may continue to use contractors in those functions in which they are currently being utilized as of the effective date of this Agreement.

ARTICLE 13 – KICKSTARTER WORK CULTURE AND SUPPORT

It is the desire of both Kickstarter employees and management to continue to maintain a positive, productive, and creative work culture that is essential to a thriving organization. To that end, the Union and the Company agree to the following:

1. To hold quarterly meetings during the work day with the participation of employees and management. In a given quarter, a meeting need not be held if agreed upon in writing. The meetings will be attended by no less than two (2) Kickstarter executives. The CEO, or their designee, will join these meetings at least two (2) times per year.

2. Agendas will be set in advance and may address issues affecting employees' jobs including, but not limited to the integration of new employees, ways to maintain staffing levels to support a positive and productive work environment, ways to attract and retain diverse talent, and avenues to continue to build transparency, connectedness, and trust among all employees of Kickstarter.
3. The meetings will be chaired by a volunteer from management or the bargaining unit. The chair will alternate each quarter.
4. Any participant may propose issues to address and invite employees who have a particular expertise or viewpoint to a meeting. Participants shall be limited to a maximum of ten (10) employees and ten (10) representatives of management. Ideas and recommendations may be discussed during these meetings, but this forum will have no power to make decisions. The meetings shall not be a forum for collective bargaining and shall have no bargaining authority.
5. Participants understand that there may be disagreements at times but agree to maintain a respectful atmosphere at all times.

ARTICLE 14 – SAFE WORKING ENVIRONMENT

Section 1. Overview All employees should work cooperatively and be treated with dignity and fairness. Each individual has the right to work in an environment that promotes equal opportunities. Discrimination, harassment, retaliation, or other inappropriate conduct at work or in work-related settings will not be tolerated.

Section 2. No Discrimination Employment decisions are based on factors such as performance, merit, qualifications, experience, and business needs, and are not based on any protected status. Neither Kickstarter nor the Union will engage in or tolerate unlawful discrimination (including any form of unlawful harassment or retaliation) on account of a person's race, color, citizenship status, national origin, ancestry, sex, gender identity or expression, transgender status, sexual orientation, age, religion, creed, physical or mental disability, genetic information, use of a service/guide dog, childbearing status, childbirth, pregnancy or related medical condition(s), marital or partnership status, caregiver status, veteran status, political affiliation, domestic violence victim status, stalking or sex offense victim status, unemployment status, arrest or conviction records, credit history, or any other characteristic protected by applicable law.

Section 3. No Harassment or Bullying The work environment should be free from sexual harassment, which, like other violations of this Article, constitutes employee misconduct. Sexual harassment includes harassment on the basis of sex (self-identified or perceived), sexual orientation, gender, gender identity, or gender expression. Sexual harassment includes unwelcome or unwanted sexual attention, sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature or other offensive behavior directed toward an employee.

Harassment based on an individual's membership in any protected group is equally prohibited and will not be tolerated. Workplace harassment generally consists of unwelcome conduct, whether verbal, visual, or physical, that is based on an individual's protected status, such as sex, race, color, ancestry, citizenship status, national origin, religion, age, physical or mental disability,

gender identity or expression, transgender status, sexual orientation, marital status, veteran status, domestic violence victim status or any other protected group as set forth above, and that results in a tangible employment action or that unreasonably interferes with an individual's work performance or otherwise creates an intimidating, coercive, hostile, or offensive working environment.

Bullying or similar conduct that unreasonably intimidates, degrades, or humiliates an employee, even if such conduct is unrelated to an employee's membership in a protected group, will not be tolerated.

These prohibitions apply not only to verbal and in-person communications, but also to email, Slack, and other forms of digital communication. The prohibitions may also extend to postings on personal blogs and other forms of social networking if seen by or contain messages about colleagues or others with whom we work. The prohibitions apply not only in the workplace, but also to work-related settings, such as offsite meetings, business trips, and business-related social functions. In some cases, conduct outside of the workplace and/or unrelated to a work event may be cause for corrective action.

Section 4. Reasonable Accommodations When employees with physical or mental disabilities notify the Company of such disabilities and request reasonable accommodations for such disabilities, the Company will make reasonable accommodations as set forth below.

When employees notify the Company of a request for a reasonable accommodation due to pregnancy, childbirth, or related medical condition(s), including recovery from childbirth, the Company will make reasonable accommodations on behalf of such employees as set forth below, regardless of whether they have a disability.

When employees notify the Company of a request for reasonable accommodation due to their status as a victim of domestic violence, sex offenses, or stalking, the Company will make reasonable accommodations as set forth below.

When employees notify the Company of sincerely held religious observances, practices, and beliefs and request reasonable accommodations relating to the same, the Company will make reasonable accommodations as set forth below.

Under each set of circumstances above, the Company will consider making reasonable accommodations where the Company is aware of the need for such accommodations. Upon receiving a request for a reasonable accommodation, the Company will engage in an interactive process to make an individualized determination as to whether a reasonable accommodation will be provided. Accommodations may not be provided if they pose an undue hardship for the Company.

Section 5. No Retaliation Unlawful retaliation of any kind by anyone against any person who raises a complaint about unlawful discrimination, harassment, retaliation, or other inappropriate behavior, who serves as a witness or otherwise participates in the investigatory process, or who requests or receives a reasonable accommodation, will not be tolerated. Conduct by anyone against any person that is reasonably likely to deter a person from raising any complaints pursuant to this Article or from serving as a witness or otherwise participating in the investigatory process also will not be tolerated.

Complaints of retaliation are subject to the same reporting, investigation, and remedial procedures as harassment claims. Individuals who are found by Kickstarter to have engaged in unlawful retaliation are in direct violation of this Article and subject to discipline, up to and including discharge.

So long as an employee acts in good faith in raising a complaint, they are protected from retaliation. Kickstarter's compliance, however, with applicable law, including its obligation to thoroughly investigate any claims of discrimination, harassment, retaliation, or any other inappropriate behavior is not itself retaliation.

Section 6. Complaints, Investigations, and Appropriate Action If employees believe they personally may have been – or anyone else may have been – unlawfully discriminated against, harassed, retaliated against, or subjected to any unacceptable conduct prohibited by this Article by anyone in the workplace, they should report their concerns immediately to their direct manager, the head of the People Team or their designee, or a member of the Executive Team. Employees may also utilize this Complaint Procedure if they believe a requested accommodation should have been granted. A complaint form is attached as Appendix B to this Agreement. Employees also may report their concerns through the use of the online reporting service Spot, by visiting <https://app.talktospot.com/>.

In response to any complaints raised, Kickstarter will:

- a. Conduct a prompt, thorough, and impartial investigation;
- b. Keep the existence and nature of the employee's complaint, as well as the identity of any complainant, witness, or accused, confidential. Such information will be disclosed only to the extent and to the parties necessary for the investigation to be conducted;
- c. Take appropriate corrective measures based on its investigation;
- d. Notify the Union of any disciplinary action taken involving bargaining unit employees; and
- e. Neither engage in nor tolerate any form of unlawful retaliation.

All employees – whether complainant, accused, or witness – are expected to cooperate fully and honestly in any investigation of a complaint under this Article. In accordance with employees' rights under federal labor law, an employee may request the presence of a shop steward in any investigatory interview that may lead to discipline. Stewards participating in such investigations should not disclose confidential information learned during the interview process in a manner that interferes with the investigation.

Anyone who, after investigation, has been determined by Kickstarter to have engaged in unlawful discrimination, harassment, or retaliation, and/or inappropriate behavior in accordance with this Article will be subject to appropriate corrective/disciplinary action, up to and including termination of such person's employment. Disciplinary action may include, but is not limited to, one or more of the following: a verbal and/or written reprimand; referral to counseling; withholding of a promotion; reassignment; suspension; and termination. Employees may grieve any such discipline in accordance with Article 18 Grievance and Arbitration.

Section 7. Workplace Violence, Accidents or Injuries Conduct that threatens, intimidates, or coerces another person will not be tolerated by Kickstarter or the Union. Company or Union resources may not be used to threaten, stalk, or harass anyone at the workplace or during work-related activities.

"Workplace violence" includes, but is not limited to, all threats or acts of violence occurring:

- a. On Company premises, regardless of the relationship between Company personnel and the parties involved; and/or
- b. Off Company premises at any work-related setting, such as work-related and/or Company-sponsored social events.

Specific examples of conduct that may be considered threats or acts of violence include, but are not limited to:

- a. Physically striking or pushing, shoving, kicking, or tripping an individual;
- b. Threatening an individual or their family, friends, associates, or property, either verbally or physically;
- c. Threats of assault or actual assault;
- d. Intentional destruction of, or threatening to destroy, Company or others' property;
- e. Making or sending harassing or threatening phone calls, emails, texts, or social media messages, etc.;
- f. Harassing surveillance or stalking; and/or
- g. Unauthorized possession or inappropriate use of firearms or weapons, including, but not limited to, any sort of knives, blades, explosives, and the like.

Any activity that constitutes indirect or direct threats of violence, incidents of actual violence, or the observation of suspicious individuals or activities should be reported immediately to your manager, the head of the People Team or their designee, or any member of the Executive Team. When reporting a threat or incident of violence, you should be as specific and detailed as possible. You should not place yourself in danger, nor should you attempt to intercede during an incident.

Employees should promptly inform the head of the People Team or their designee of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are encouraged to report safety concerns with regard to domestic violence.

Kickstarter will promptly and thoroughly investigate all reports of threats of violence, or incidents of actual violence, as well as reported concerns of suspicious activities. The identity of the individual making a report will be protected as much as possible. Employees will not be retaliated against for making good-faith reports of violence, threats, or suspicious activities. To maintain workplace safety and the integrity of its investigation, the Company may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation. Anyone found to be responsible for threats of violence, actual violence, or other

conduct that is in violation of these guidelines will be subject to prompt disciplinary action, up to and including dismissal.

If employees are injured on the job or are involved in a work-related accident, they should promptly report such to their immediate manager, the head of the People Team or their designee, or anyone on the Executive Team.

ARTICLE 15 – NO INTRUSIVE MONITORING

The Employer shall not utilize software or hardware on employees' computers or other Company-issued devices for the purpose of actively observing an employee during their work period. Active observation practices include:

- a. active observation of employee keystrokes or keystroke logging;
- b. observation of an employee through their computer's camera or microphone; and
- c. keeping track of the amount of time spent away from, or idle at, a computer.

Nothing in this Article will prevent the Employer from (1) engaging in practices related to the service and maintenance of Company hardware and software, and the ongoing adoption of best practices in information security, such as logging onto an employee's computer to troubleshoot performance issues or provide software updates; (2) accessing or reviewing any downloaded, deleted, saved, or stored files, programs or software on any Company-issued device; (3) utilizing timekeeping/attendance software to proactively record employees' working hours; or (4) investigating possible instances of fraud, breach of duty of loyalty, bad faith, violations of confidentiality or non-compete agreements, or similar alleged instances of misconduct. The Employer will notify the Union if it intends to take disciplinary action based on monitoring or analysis of an employee's use of Company hardware or software as set forth in (4) above and said notification will be kept confidential until the Employer communicates the disciplinary decision to the employee.

Assuming there is no active monitoring, as set forth above, nothing in this Article will prevent the Employer from (1) determining the nature, type, and amount of technology and equipment to be used; (2) implementing or installing new equipment or technology in the workplace; and (3) determining and regulating the use or dissemination of confidential and proprietary Kickstarter information as well as Kickstarter equipment, software, and hardware, including security requirements for said usage.

Employees shall be notified when new systems related to monitoring are installed.

ARTICLE 16 – PERFORMANCE IMPROVEMENT GUIDANCE

Section 1. It is Kickstarter's goal for employees to improve their performance in furtherance of Kickstarter's mission and business. In the event that an employee is falling short of the expectations for performance in their role, their manager will seek to clarify those expectations and provide support to help the employee improve in accordance with the below processes.

Section 2. The manager, with input from the employee, and in consultation with the head of the People Team or their designee, as needed, shall work together to create a roadmap for how the

employee can work to meet performance expectations. The written performance guidelines shall be known as a Guided Action Plan (“GAP”) and shall include the following:

- a. the identified deficiencies in performance and expectations for satisfactory performance;
- b. the actions the employee is expected to take to correct the deficiencies;
- c. any actions the manager has agreed to take to help the employee correct the deficiencies; and
- d. the timeline in which the expectations are to be met and a description of the general cadence with which the employee and the manager will meet to review and assess the employee's progress.

If the employee commits to working to achieve the performance objectives set forth in the GAP, the employee will have thirty (30) to sixty (60) days to demonstrate their ability to meet performance expectations. Continued failure to satisfactorily meet performance expectations will result in a formal Performance Improvement Plan (PIP), which will last for an additional thirty (30) to sixty (60) days, at the discretion of the Employer, after input from the employee. The written PIP shall include any update to the previously established GAP, and the GAP setting process shall be a precursor to any PIP. The Union shall be notified that the employee is being placed on a PIP at the time of, or immediately following, notification to the employee, with timing to be based on whether the employee elects to have the Union participate in the performance discussion. The Employer will support the employee as appropriate in communicating the performance expectations and checking in with the employee as the employee works to meet those expectations.

At the conclusion of the period set forth in the PIP, the Employer will advise the employee in writing whether and to what extent the objectives of the PIP have been met and whether the Employer intends to take any additional adverse action, up to and including termination of employment. If the employee completes the PIP process satisfactorily, the PIP shall not be considered for purposes of future disciplinary action after the completion of two (2) full performance review cycles following the PIP, wherein the employee meets expectations.

ARTICLE 17 – PROBATIONARY PERIOD, DISCIPLINE AND DISCHARGE, AND RESIGNATIONS

Section 1. Probationary Period For the first ninety (90) days of employment, employees will serve in a probationary period, shall be considered at-will employees and may be disciplined or discharged for any lawful reason. The Employer may request an extension of up to an additional sixty (60) days of the probationary period, which shall not be unreasonably denied by the Union. Outside of access to the grievance procedure for disciplinary or termination issues, new hires shall have access to all other provisions of this Agreement.

Section 2. Discipline and Discharge In addition to conveying performance improvement guidance and implementing Performance Improvement Plans in accordance with Article 16 Performance Improvement Guidance, the Employer may discipline or discharge non-probationary employees for just cause. The Employer has the right to determine the appropriate level of disciplinary action based on the facts of each case, and consistent with the just cause standard. The Employer generally will utilize progressive discipline (for example, usually a verbal warning

and then a written warning), but in instances of serious misconduct, the Employer may skip levels of discipline, including proceeding directly to termination.

The Employer agrees to notify a steward or Union Representative on the same day the affected employee is notified for disciplinary actions resulting in termination. The Employer agrees to notify a steward or Union representative within one (1) week of receiving any other written discipline.

Section 3. Resignation An employee's absence from work for a period of three (3) consecutive working days without authority shall constitute an abandonment of employment and is considered a voluntary resignation as of the last day worked.

For an employee to leave in good standing, they must give reasonable written notice of resignation (generally two (2) weeks' notice) and have had acceptable job performance.

ARTICLE 18 – GRIEVANCE AND ARBITRATION

Section 1. Definitions A grievance shall be any disagreement between the parties relating to the interpretation or application of any provision of this Agreement. A grievance may be filed by an individual, a group of employees, or the Union.

Section 2. Grievance Procedure

Step 1. A bargaining unit member with a grievance shall first approach their immediate supervisor or the head of the People Team or their designee to attempt to resolve the issue informally. It is understood that the immediate supervisor and/or the head of the People Team or their designee may informally resolve the grievance at this step, but such resolution shall not be binding precedent or interpretation of this Agreement. If unsuccessful, the aggrieved may move to Step 2 of the grievance procedure.

Step 2. If the dispute was not resolved informally at Step 1, the aggrieved member(s) or the Union may file a grievance by emailing peopleteam@kickstarter.com within fourteen (14) calendar days of its occurrence, or within fourteen (14) calendar days of when the affected individual(s) should have had reasonable knowledge thereof. The grievance email shall include the following information: (1) the approximate date(s) and time(s) of the occurrence(s) giving rise to the grievance; (2) a brief statement of the grievance; (3) the provision(s) of this Agreement alleged to have been violated; and (4) the relief or remedy sought.

Thereafter, the grievant(s) and a steward shall meet with the head of the relevant Department or their designee to discuss the grievance in a timely manner. The Employer shall respond in writing to the grievance within fourteen (14) calendar days of such meeting. In the event the grievance is not satisfactorily resolved at Step 2, the Union may move the grievance to Step 3 through emailed written notice to the Employer at peopleteam@kickstarter.com within seven (7) calendar days of the Employer's written Step 2 response.

Step 3. If moved to Step 3, the grievant(s), a steward, and a Union representative, and the head of the relevant Department and the head of the People Team or their designee, shall meet to discuss the grievance in a timely manner. Grievances involving discharge shall be initiated at Step 3, provided that any such grievance must be presented in writing, as set forth above in Step 2, within seven (7) calendar days following the discharge. The

Employer shall respond to the grievance in writing within fourteen (14) calendar days of such Step 3 meeting. In the event the grievance is not satisfactorily resolved at Step 3, the grievance may be taken to arbitration upon proper written notice to the other party. If the demand for arbitration is not made within thirty (30) calendar days following the Step 3 meeting, the grievance will be deemed waived.

If, in any of the foregoing steps, the Union, the stewards, or the grievant fails to timely carry out the procedures involved, the matter shall be deemed resolved, or, if the Employer fails to timely carry out the procedures involved, the Union may move the grievance to the corresponding next step. Unless otherwise noted herein, all of the time limits specified in this Article are to be strictly applied and may be extended only by mutual written agreement of the parties.

Section 3. Arbitration Any grievance which has not been resolved in accordance with the terms and conditions of this Agreement may be referred by the Union or the Employer to an arbitrator through the American Arbitration Association (AAA).

The party requesting arbitration shall request a list of arbitrators from AAA and pay the cost of the initial panel. Either party may reject a panel one (1) time prior to striking the panel, with written notice to the other party, and then must timely request and pay for the cost of a replacement panel.

If the Union wishes to have an employee attend an arbitration, the Union will provide the Employer with advance notice of at least seven (7) calendar days of the requested time off to ensure any necessary staffing coverage can be arranged, unless the Employer chooses to waive this requirement at its discretion.

The decision of the Arbitrator shall be in writing and shall be final and binding upon the parties thereto. The Arbitrator shall have no power to alter, modify, amend, change, add to, or subtract from any of the terms of this Agreement. All fees and expenses of the Arbitrator shall be borne equally by the parties.

ARTICLE 19 – UNION STEWARDS

Section 1. The Employer recognizes the right of the Union to designate in writing one (1) Union steward per every fifteen (15) members of the bargaining unit. The authority of the stewards shall be limited to, and shall not exceed the following duties and activities: (1) the investigation and presentation of grievances in accordance with the provisions of this Agreement; (2) the representation of bargaining unit members at their request in termination meetings, meetings to implement written discipline, or investigatory interviews that may lead to discipline, including PIP meetings; and (3) the transmission of messages and information pertaining to employees covered by this Agreement generally during non-working periods. For Union business conducted during working time, the steward will get approval from their supervisor or the head of the People Team or their designee. Such approval shall not be unreasonably denied.

Section 2. A steward representing a grievant will be released from work without pay for the purposes of participating in an arbitration hearing of a grievance under this Agreement. The steward shall provide the head of the People Team or their designee at least seven (7) calendar days' notice of the requested time off unless the Employer chooses to waive this requirement. If more than one (1) steward is needed for an arbitration hearing, the Union will coordinate the release of employees with the Employer.

Section 3. The Union will designate in writing to the Employer the name of a representative of the Union who will be responsible for the bargaining unit. The Union may change the identity of this person through written notice to the Employer.

Section 4. In the event the Union representative wants access to a place of business of Kickstarter for the purpose of investigating grievances, settling grievances, or for meeting with employees during non-working periods, the Union representative shall make arrangements with the head of the People Team or their designee. The Union will follow any applicable visitor protocols or procedures.

ARTICLE 20 – UNION LEAVES OF ABSENCE

The Employer may grant limited unpaid leaves of absence to a limited number of employees selected to attend OPEIU training, conventions, or conferences. To be approved for such leave, the employee and the Union will submit a written request to the Employer stating the reason for the leave and the proposed duration of the leave. For leaves less than one (1) month in duration, employees will retain and accumulate seniority, continue to accrue time for purposes of accruing PTO, and retain benefits. For any leaves that are a month or more in duration, employees will retain their original seniority date, but will not accumulate seniority, will not accrue time for purposes of accruing PTO, and will not be covered by benefits.

ARTICLE 21 – PTO AND LEAVES OF ABSENCE

Section 1. Vacation/PTO Leave Full-time employees may accrue up to twenty-one (21) days (168 hours) of paid vacation/PTO per year. Vacation/PTO days are accrued on a monthly basis at a rate of 1.75 days (12 hours) per month. Part-time employees may accrue vacation/PTO at a rate of two (2) hours for every thirty (30) hours worked. As set forth above in Article 10 Working Hours and Location, there may be a proportional adjustment of vacation/PTO when implementing a four-day work week.

An employee's vacation/PTO allotment will be prorated during their first year of employment, based on the employee's start date. Employees may request to use vacation/PTO in advance of its accrual, but only for time which is expected to accrue in the current calendar year.

All time off shall be scheduled in advance and must be approved by the employee's manager. Vacation/PTO may not be carried over from year to year and employees are not eligible to be compensated for any unused vacation/PTO days upon separation from the Employer, unless required by applicable federal, state, or local law.

The foregoing does not prohibit the employee from requesting time in lieu in accordance with Article 10 Working Hours and Location.

Section 2. Paid Sick Leave Full-time employees may accrue up to ten (10) days (80 hours) of paid sick leave per year to care for self, child, spouse, domestic partner, parent or others, unless a higher amount is required by applicable federal, state, or local law. Full-time employees accrue paid sick days on a monthly basis at a rate of 0.833 days (6.664 hours) per month.

Part-time employees may accrue paid sick days at a rate of two (2) hours for every thirty (30) hours worked, up to a maximum of sixty (60) hours per year.

An employee's sick day allotment will be prorated during their first year of employment, based on the employee's start date. Employees may request to use sick days in advance of accrual, but only for time which is expected to accrue in the current calendar year.

Up to forty (40) hours/five (5) days of unused sick leave may be carried over to be used in the following calendar year. Full-time employees who require extended leave due to illness or injury may be eligible for short or long-term disability benefits under any applicable policies offered to all Kickstarter employees. Sick days do not accrue while an employee is on any leave of absence unless required by applicable federal, state, or local law.

An additional two (2) days (16 hours) of paid sick leave will be available for COVID-related reasons, such as:

- a. The employee is experiencing symptoms related to a COVID-19 vaccine that prevent the employee from being able to work.
- b. The employee is caring for an individual who has COVID or has been advised to self-quarantine.
- c. The employee is caring for their children if the school or place of care has been closed, or the childcare provider of such child is unavailable due to COVID-19 precautions.

Employees are not eligible to be compensated for any unused sick days upon separation from employment, unless required by applicable federal, state, or local law.

Paid sick leave runs concurrently with any unpaid leave entitlements under applicable federal, state, or local law.

Section 3. Paid Parental Leave Full-time employees, who have worked at Kickstarter for at least twelve (12) months, shall be entitled to paid parental leave for the birth, adoption or fostering of a child. If they have worked for less than twelve (12) months, the amount of paid leave will be prorated based on their start date. Parental leave time is awarded based on caregiver designation. Primary caregivers are eligible to receive up to eighteen (18) weeks of paid parental leave. Parents who are secondary caregivers are eligible to receive up to sixteen (16) weeks of paid leave.

All paid parental leave must be taken within one (1) year of the date of birth, adoption, or placement, but can otherwise be arranged flexibly to accommodate family needs. Parental leave runs concurrently with leave taken under FMLA, PFL, STD and all other applicable federal, state, or local laws.

Section 4. Bereavement Leave An employee who suffers the death of a spouse or domestic partner, parent, step-parent, sibling, step-sibling, child, stepchild, grandparent, grandchild, spouse or domestic partner of a child or stepchild, parent of a spouse or parent of a domestic partner, live-in mate, uncle, aunt, niece, nephew, cousin, or the step, adoptive, or foster equivalent family member, or a close friend or pet, shall be entitled to up to five (5) days (40 hours) of paid time off. All bereavement leave must be taken within sixty (60) days of the death unless otherwise approved by the manager and the head of the People Team or their designee.

Section 5. Additional Leave Benefits All employees shall be entitled to any additional leave required by applicable federal, state, or local law, such as voting leave, jury duty leave, FMLA, etc. and as may be set forth in the Kickstarter Employee Handbook.

Additionally, Kickstarter supports our staff's civic engagement and responsibility. To that end, employees are encouraged to take up to twenty-five (25) hours of paid time off per year to devote to volunteering, and especially to provide professional mentorship and skills training to people from groups underrepresented in the worlds of art, business, or technology.

Employees should coordinate this time off with their managers and track their hours, so that our annual benefit statement can reflect all of our efforts.

Personal unpaid leaves are available, at the Company's sole discretion, not to exceed ninety (90) days. This type of leave may be used for creative pursuits or other personal reasons. If the leave is approved, employees are expected to return to their same position with Kickstarter at the conclusion of the leave. Additionally, employees on unpaid personal leave will continue to be covered under the Company health insurance policies in accordance with the plan documents. If the employee previously elected coverage beyond individual coverage, they must continue to pay the employee portion of the coverage payment for coverage beyond individual coverage to retain such coverage while on leave.

ARTICLE 22 – HOLIDAYS

Kickstarter recognizes the following holidays:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- Winter Break (last week of the year through January 1)

Holidays falling on a weekend day shall be observed on either the preceding Friday or following Monday at the Employer's discretion.

Full-time employees will be entitled to one (1) floating holiday to apply to a day of their choosing during the calendar year. This is to recognize that not all Kickstarter holidays cover all religious or personal holidays that employees wish to observe. Employees are not eligible to be compensated for an unused floating holiday at the time of separation and unused floating holidays cannot be carried over from year to year.

Full-time employees who do not work on a holiday, will still be regularly paid for those days. If an employee is required to work during a holiday, they will receive their regular pay for the holiday and also may take time in lieu to replace the holiday. Scheduled on-call coverage during holidays will be recognized by providing time in lieu for each holiday worked.

ARTICLE 23 – BENEFITS

Section 1. Health, Disability, and Life Insurance The Employer shall maintain current or comparable medical, dental, vision, short-term and long-term disability, and life insurance benefits for full-time employees. The Employer shall provide at least one (1) no cost health insurance option for full-time employees for employee-only coverage and will cover a minimum of sixty (60) percent of the cost of standard dependent coverage. The Employer also will continue to fund Health Savings Accounts (HSAs) the same as is currently provided for full-time employees for employees who elect a high deductible plan. Plans, plan carriers, brokers, or components of the plans may change from year to year, but the Employer shall maintain comparable plans, as set forth above.

Section 2. 401(k) Kickstarter will continue to offer a Safe Harbor 401(k) plan contributing three percent (3%) to each full-time employee's paycheck. The Employer, as the plan administrator and sponsor, may amend and alter the plan and its provider, but will maintain the three percent (3%) Safe Harbor provision.

Section 3. Reimbursement Allowance and Additional Perks Full-time employees will be eligible to receive an annual reimbursement allowance up to three thousand dollars (\$3,000) per year per person to reimburse them for their expenses related to wellness, education/learning and development, and remote work. Amounts will be prorated for new employees in their first year of employment based on the quarter in which they are hired. Kickstarter may increase, but not decrease such annual reimbursement allowances. All allowances reset on January 1 each year, excess funds may not roll over from year to year, and employees are not eligible to receive a cash equivalent. Out of pocket employee expenses will be reimbursed either through payroll or Expensify (or a comparable system) based on their taxability and applicable tax laws. Employees may also have the ability to utilize debit cards provided by a third-party vendor for purchasing pre-approved items, such that the employee will not incur out of pocket expenses for these items. Employees will not be reimbursed for expenses incurred prior to the start of their employment with Kickstarter and also may not be reimbursed for expenses incurred after submitting notice of resignation.

ARTICLE 24 – COMPENSATION

Section 1. Salary Benchmarking and Salary Setting In the first quarter of 2023, all bargaining unit positions will be benchmarked and set at least as high as the sixtieth (60th) percentile of the national average market rate of base compensation (the "Base Salary Benchmark"). Unless an employee moves to a lower salaried position, no salaries shall be reduced as a result of the benchmarking process and any new salaries will be adjusted retroactively to January 1, 2023.

It is understood that compensation analysis tools such as OptionImpact, Payscale, and/or Radford will be used by Kickstarter for the benchmarking process. If Kickstarter intends to use a benchmarking tool in addition to or in lieu of any of these tools, it will discuss the need for a new tool with the Union.

Salary history from previous employment shall not be considered when setting a new employee's salary or when setting the new salary when an employee moves into a different position.

Section 2. Performance and Minimum Increases For each year of this Agreement, full-time employees will receive annual performance-based increases beginning in January 2023 based on their prior year's base salary in the same position. If the employee is exceeding expectations,

they will receive a five percent (5%) increase. Otherwise, they will receive a minimum increase of three percent (3%).

Employees must be employed by Kickstarter a minimum of six (6) months before they are eligible for a performance-based increase. Performance increases will be determined in the first quarter of each year of this Agreement and will be made retroactive to January 1.

Nothing herein shall preclude the Employer from further rewarding and incenting employees as provided in Article 3 Management Rights, Section 2(17).

Section 3. Annual Pay Equity Review and Diversity To guard against unlawful discriminatory treatment based on gender, race, ethnicity, or other protected status, Kickstarter shall conduct an annual pay equity review in the first quarter of each year of all employee base salaries post-adjustment based on available demographic information to understand and study any pay disparities across different demographic dimensions. No salaries shall be reduced as a result of this annual pay equity review, and any necessary salary adjustments shall be made retroactive to January 1.

Section 4. Annual Bonus Pool In the event Kickstarter surpasses a fifteen percent (15%) profit margin in any given fiscal year, Kickstarter will establish an Annual Bonus Pool funded with no less than five percent (5%) of its Annual After-Tax Profits. The Annual Bonus Pool shall be distributed pro rata based on shares in each year of this Agreement beginning in 2023 (relative to fiscal year 2022 profits). Annual bonuses will be distributed after the books are closed on the previous fiscal year, usually around March.

Employees are eligible to receive a distribution from the Annual Bonus Pool after eighteen (18) months of tenure, as defined below. For purposes of calculating the portion of the Annual Bonus Pool allocable and distributed to employees, each “Kickstarter Employee” shall be allocated eighteen (18) shares upon completing eighteen (18) months of tenure and will continue to accrue shares at the rate of one (1) share per month. Tenure shall be capped at ten (10) years (i.e., one hundred and twenty (120) shares). To be eligible to receive a distribution from the Annual Bonus Pool (if any), an employee must be employed at the time of the distribution, unless applicable law requires such payment without employment.

For purposes of this Section 5 only, “Kickstarter Employee” means all regular full-time and part-time employees of the Employer including individuals who are not members of the bargaining unit. For the avoidance of doubt, nothing in this Agreement or this Section 5 purports to or shall be interpreted to grant rights to any non-bargaining unit Kickstarter Employee, such inclusion in the definition being intended solely for purposes of calculating that portion of the Annual Bonus Pool allocable and distributable to eligible employees based on Tenure.

“Tenure” means the duration of a Kickstarter Employee’s service as a regular full-time or part-time employee of Kickstarter, exclusive of any period of non-employment by an individual who had been an employee during the effectiveness of this Agreement and who subsequently returns to service as a regular full-time or part time Kickstarter Employee. Kickstarter Employees shall not be credited for partial months of service. Provided that the duration of non-employment is less than twelve (12) months, upon return to employment such employee will receive tenure credit for their prior service.

ARTICLE 25 – NO STRIKE / NO LOCKOUT

Section 1. The Union agrees that during the term of this Agreement, neither the Union (including any officials, employees, or agents) nor any employees in the bargaining unit shall directly or indirectly cause, promote, authorize, encourage, support, sanction, or take part in any strike, sympathy strike, or other work stoppage.

Section 2. The Union shall support the Employer in maintaining uninterrupted operation of the Employer's business. In the event there is a violation of any of the provisions of this Article, the Union will exert its best efforts to bring an end to such prohibited conduct utilizing all reasonable means. At a minimum, the Union shall advise employees verbally and in writing that the strike or other interference with work is unauthorized and in violation of this Agreement and instruct each employee to discontinue such activity and to return immediately to the performance of their work in accordance with the directions of the Employer.

Section 3. Any employee participating in conduct prohibited under this Article shall be subject to discipline or discharge in the discretion of the Employer.

Section 4. The Employer agrees that during the term of this Agreement it will not engage in any lockout of its employees.

ARTICLE 26 – MERGER OR ASSET SALE

Absent exigent circumstances, Kickstarter shall notify the Union of a proposed merger or sale of substantially all of its assets no later than thirty (30) days prior to the effective date of such merger or sale. At such time, Kickstarter shall also offer to bargain over any effects on employees of any such merger or sale.